



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
September 5, 2017**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Patrick Miller
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

**City Planning &
Community Development**
W. Buddy Sanders

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

**Park and Recreation
Director**
Herman Peters

**Interim Sanitation
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

CONSENT AGENDA AS HIGHLIGHTED IN YELLOW

REGULAR MEETING OF TUESDAY, SEPTEMBER 5, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

A. CONSENT AGENDA AS HIGHLIGHTED IN YELLOW

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

A. CONSIDERATION OF THE MINUTES OF THE JULY 18, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE MINUTES OF THE JULY 28, 2017 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

C. CONSIDERATION OF THE MINUTES OF THE AUGUST 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

VIII. INTERVIEWS OF CANDIDATES FOR APPOINTMENT TO THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD.

A. SUMNER DAVIS

B. LISA LONG

C. DEBRA PRINCE

IX. PUBLIC HEARINGS

A. PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2018 BUDGET AND PROPOSED TAX LEVIES FOR THE CITY OF STARKVILLE.

B. PUBLIC HEARING ON AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI.

X. MAYOR'S BUSINESS

- A. CONSIDERATION OF ACCEPTING THE PROPERTY AT THE INTERSECTION OF MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 AND NORTH JACKSON STREET/HIGHWAY 389 FROM RO-SHAM-BO STARKVILLE, LLC.
- B. CONSIDERATION OF A FAIR HOUSING RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- C. CONSIDERATION OF THE APPROVAL OF A MINORITY AND WOMEN-OWNED BUSINESS (MBE/WBE) RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- D. CONSIDERATION OF THE APPROVAL OF A SECTION 3 PLAN RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- E. CONSIDERATION OF THE APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- F. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

XI. BOARD BUSINESS

- A. ACKNOWLEDGEMENT OF RECEIPT OF APPALACHIAN REGIONAL COMMISSION (ARC) GRANT PROJECT NUMBER MS-188956 IN THE AMOUNT OF \$269,055 WITH A CITY MATCH OF \$67,264 FOR THE PAVING OF MILL STREET.
- B. AUTHORIZATION TO BEGIN THE PROCUREMENT PROCESS FOR ENGINEERING PROFESSIONAL SERVICES FOLLOWING THE REQUIRED ARC PROGRAM GUIDELINES WHICH INCLUDES PUBLIC ADVERTISEMENT OF A REQUEST FOR PROPOSALS (RFP) IN A LOCAL NEWSPAPER OF GENERAL CIRCULATION; ESTABLISHING AN RFP REVIEW COMMITTEE; AND MBE/WBE SOLICITATION.
- C. CONSIDERATION OF ACCEPTING THE QUOTE FROM PRISM PRODUCTS IN THE AMOUNT OF \$4,733.00 TO PURCHASE ELEVEN TRASH RECEPTACLES WITH FUNDS COMING FROM KEEP STARKVILLE BEAUTIFUL FUNDS.
- D. CONSIDERATION OF APPROVAL TO PURCHASE DECORATIVE SIGNAGE AND GARBAGE RECEPTACLES AT A COST NOT TO EXCEED \$15,500 WITH

THE FUNDING FOR THIS PROJECT TO COME FROM WARD 4 AND WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A PROPOSAL FROM THE LOWEST QUOTE SUPPLIER.

E. CONSIDERATION OF APPOINTING LIBBY GERALD, LIBBI HAVELIN AND JANET MULLINS TO THE KEEP STARKVILLE BEAUTIFUL COMMITTEE WITH A THREE YEAR TERM TO BEGIN ON SEPTEMBER 6, 2017.

F. CONSIDERATION OF APPROVAL FOR HERMAN PETERS, DANIEL HAVELIN, AND EMILY CORBAN TO ATTEND THE KEEP MISSISSIPPI BEAUTIFUL ANNUAL CONFERENCE IN STARKVILLE ON SEPTEMBER 28TH AND 29TH WITH COSTS NOT TO EXCEED \$90.

G. CONSIDERATION OF RESCINDING THE PREVIOUS BOARD AUTHORIZATION TO ADVERTISE AND HIRE TWO (2) FIREMEN.

H. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

I. CONSIDERATION OF APPROVAL FOR THE TRAVEL FOR ANY ALDERMEN INTERESTED IN ATTENDING THE 2017 SMALL TOWN CONFERENCE IN OXFORD, MS FROM OCTOBER 25, 2017 THROUGH OCTOBER 26, 2017 WITH ADVANCE TRAVEL NOT TO EXCEED \$550 EACH.

XII. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE MASTER CONTRACT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES 2017 FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.

2. REQUEST TO APPROVE WORK AUTHORIZATION NUMBER 17-01 FOR THE FAA 2017 AIP PROJECT FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.

3. REQUEST TO ACCEPT LOWEST BASE BID FOR NORTH BOUNDARY CLEARING AND FENCING AND RELATED IMPROVEMENTS IN THE AMOUNT OF \$52,212.50 AND ADDITIVE ALTERNATIVE 1-WEST SIDE CLEARING AND FENCING IN THE AMOUNT OF \$49,425.00 FROM COLUMBUS FENCE COMPANY.

4. REQUEST TO ACCEPT THE BEST BID FOR RUNWAY INFORMATION SIGN REPLACEMENT/MODIFICATIONS IN THE AMOUNT OF \$23,184.00 FROM ADB SAFEGATE AMERICAS, LLC.

5. REQUEST TO ACCEPT THE LOWEST AND BEST BID FOR INSTALLATION OF RUNWAY INFORMATION SIGN REPLACEMENTS/MODIFICATIONS IN THE AMOUNT OF \$33,350.00 FROM WOODALL ELECTRIC.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF ROBERT CAMP FOR APPOINTMENT FOR A FOUR YEAR TERM ENDING AUGUST 31, 2021 VACANCY FOR WARD 4 BOARD OF ADJUSTMENT AND APPEALS.
- b. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY STARKVILLE HIGH SCHOOL FOR IN-KIND SERVICES FOR THE 2017 STARKVILLE HIGH SCHOOL HOMECOMING PARADE TO BE HELD SEPTEMBER 26 AT 6 P.M.
- c. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY THE MYSTIC SOCIETY OF THE COWBELLION BULLDOGS TO HOLD THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF OCTOBER 7, 2017 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES PENDING PROOF OF INSURANCE THIRTY DAYS PRIOR TO EVENT.
- d. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY ANITA LINDSEY BUSH OF MAD MOTHERS AGAINST DOMESTIC DISPUTES (MMADD) TO HOLD THE 2017 STARKVILLE COMMUNITY DAY OCTOBER 7, 2017 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- e. CONSIDERATION OF APPROVAL TO ALLOW THE UNITED WAY TO HAVE A BANNER AT THE STARKVILLE SPORTSPLEX TO PROMOTE THE RUN UNITED 5K KICK OFF EVENT.
- f. CONSIDERATION OF APPROVAL TO ALLOW THE ALZHEIMER'S ASSOCIATION TO HAVE TWO BANNERS TO PROMOTE THE WALK TO END ALZHEIMER'S EVENT THAT WILL BE HELD ON SATURDAY, SEPTEMBER 9TH.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 30, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
2. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERK LASHONDA WILSON TO THE SEPTEMBER 20 – 22, 2017 DEPUTY CLERK TRAINING IN PEARL, MS, AND DEPUTY CLERK JAMEIKA SMITH TO THE DEPUTY CLERK TRAINING IN OXFORD, MS, OCTOBER 11 - 13, 2017 WITH ADVANCE TRAVEL.
3. CONSIDERATION OF A LEASE AGREEMENT WITH BANCORP SOUTH EQUIPMENT FINANCE CORPORATION FOR THE LEASE PURCHASE OF A FORD F-150 TO BE USED BY SFD FIRE MARSHALLS AND TO BE PAID FROM STATE REBATE FUNDS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR TONY CLAYBORN TO TRAVEL TO BILOXI, MS TO ATTEND THE 2017 TRAINING CHIEFS CONFERENCE OCTOBER 24 – 26, 2017 AT AN APPROXIMATE COST OF \$450.00.
2. REQUEST AUTHORIZATION TO APPLY FOR A HOMELAND SECURITY GRANT FOR THE APPROXIMATE AMOUNT OF \$31,000 TO BE USED TO PURCHASE A UVA (DRONE), ROPE RESCUE EQUIPMENT AND A FLAT BOTTOM BOAT WITH NO COST TO THE CITY.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. CONSIDERATION OF THE APPROVAL TO USE MAGNOLIA FLOORING & COMPANY TO REMOVE AND REPLACE CARPET IN THE LOBBY OF THE SPORTSPLEX WITH THE LOWEST QUOTE AMOUNT OF \$34,358.45 TO BE PAID WITH 2% FUNDS.

I. PERSONNEL

1. CONSIDERATION OF THE APPROVAL OF THE MISSISSIPPI PARTNERSHIP COUNSELING TO CAREER (C2C) YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH GTPDD AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.
2. REQUEST AUTHORIZATION TO HIRE PAVION F. NORWOOD, AS A FULL TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE NICK FLORENTINO, AS THE WAREHOUSE MANAGER IN THE STARKVILLE UTILITIES-WATER/SEWER DEPARTMENT.
4. REQUEST PERMISSION TO ALLOW STARKVILLE FIRE DEPARTMENT TO CONDUCT THE PROMOTIONAL PROCESS TO FILL POSITIONS OF LIEUTENANT AND SERGEANT FOR FIRE STATION FIVE (5).

J. POLICE DEPARTMENT

1. UPDATE ON THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER & ASSOC., WEATHERS CONSTRUCTION COMPANY.
2. AUTHORIZATION TO ALLOW CLYDE PRITCHARD TO DO 2 ADDITIONAL BORINGS THROUGH THE FLOOR OF THE BASEMENT, SLIGHT ELEVATION WORK AT THE COST OF \$1,200.00.
3. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.
4. CONSIDERATION OF THE CONTRACT FOR TRAFFIC CONTROL AND SECURITY SERVICES BETWEEN PINELAKE CHURCH AND THE CITY OF STARKVILLE, PURSUANT TO MISSISSIPPI CODE SECTION 17-25-11, ON A FINDING THAT ALLOWING STARKVILLE POLICE OFFICERS TO PROVIDE PRIVATE OFF-DUTY TRAFFIC CONTROL AND SECURITY DUTIES DURING WORSHIP TIMES AT THE CHURCH, AND TO WEAR THEIR OFFICIAL UNIFORM AND FIREARM WHILE IN THE PERFORMANCE OF THOSE DUTIES, IS NOT LIKELY TO BRING DISREPUTE TO THE CITY, THE STARKVILLE POLICE DEPARTMENT, OR THE OFFICERS INVOLVED, AND THAT THIS ARRANGEMENT PROMOTES THE PUBLIC INTEREST.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE THE ELECTRIC FACILITIES CURRENTLY OWNED BY 4-COUNTY ELECTRIC POWER ASSOCIATION LOCATED ALONG THE EAST SIDE OF HIGHWAY 25 NORTH TOWARD HIGHWAY 182, THEN ALONG HIGHWAY 182 FROM HIGHWAY 25 NORTH TO JACKSON STREET NORTH, THEN ALONG JACKSON STREET NORTH TO GARRARD ROAD AT DEPRECIATED BOOK VALUE OF \$60,564.40.
2. REQUEST AUTHORIZATION TO APPROVE THE RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA EFFECTIVE OCTOBER 1, 2017.

XIII. CLOSED DETERMINATION SESSION

XIV. OPEN SESSION

XV. EXECUTIVE SESSION

PERSONNEL

XVI. OPEN SESSION

XVII. RECESS UNTIL SEPTEMBER 15, 2017 @ 1:00 P.M. IN THE SECOND FLOOR CONFERENCE ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-5-2017
PAGE: 1 of 27

SUBJECT: Request approval of the minutes of the July 18, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the July 18, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 18, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on July 18, 2017 at 5:30 p.m. in the Municipal Court room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk /CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little requested the following items be removed from the Consent Agenda:

IX. E. CONSIDERATION AND REVIEW OF ITEM NO. 10 OF THE MINUTES FROM MAY 3, 2016 OF THE STARKVILLE BOARD OF ALDERMEN TO CONSIDER A CLARIFICATION, NUNC PRO TUNC, TO ACCURATELY REFLECT THE WILL AND INTENT OF THE BOARD.

XI. A. 1. REQUEST APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE, MS.

PUBLIC HEARING OF THE CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

A moratorium on the permitting of billboards was enacted by the Board of Aldermen on January 17, 2017 and expired on June 30, 2017. The first of two Public hearing was held by the Board of Aldermen on July 5, 2017 to discuss enacting a new 6 month moratorium on billboards. If approved, the moratorium will take effect on August 17, 2017 and will expire on February 15, 2018. Two ads ran in the legal ad section of the Starkville Daily news on June 23, 2017 and July 3, 2017. A sign was placed in the lobby of City Hall.

Mayor Spruill opened the Public Hearing and called for public comments. There being no comments from the public or the Board, the Mayor announced the public hearing closed.

Alderman Little then requested the following item be added to the Consent Agenda:

VIII. A. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

1. A MOTION TO APPROVE THE AGENDA INCLUDING CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to approve the July 18, 2017 Agenda, as amended, with Consented items. The Board then voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

**RECESS MEETING OF TUESDAY, JULY 18, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

A. CONSENT AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 6, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING OF THE CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

A. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

A. PRESENTATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER, AND WEATHERS CONSTRUCTIONS REPRESENTATIVES GARY WEATHERS, OWNER, AND MARK MALOY, ASSISTANT PROJECT MANAGER WHO WILL PROVIDE A STATUS OF THE STARKVILLE POLICE DEPARTMENT BUILDING.

B. APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE PARKING GARAGE USE AND OPERATION AGREEMENT.

C. CONSIDERATION FOR 19 YOUTH, AND 4 COORDINATORS TO ATTEND MISSISSIPPI

MUNICIPAL LEAGUE 2017 YOUTH TRACK JULY 24 AND 25, 2017, WITH FUNDS TO BE TAKEN FROM THE MAYOR YOUTH COUNCIL BUDGET AT A COST OF APPROXIMATELY \$2,500.

D. CONSIDERATION OF INVOICE NO.'S 12993 AND 12988 FROM SPRINGER ENGINEERING FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

E. CONSIDERATION AND REVIEW OF ITEM NO. 10 OF THE MINUTES FROM MAY 3, 2016 OF THE STARKVILLE BOARD OF ALDERMEN TO CONSIDER A CLARIFICATION, NUNC PRO TUNC, TO ACCURATELY REFLECT THE WILL AND INTENT OF THE BOARD.

F. DISCUSSION AND CONSIDERATION OF COTTON MILL MARKETPLACE PROJECT TIF THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF DELEGATE(S) TO ATTEND THE NATIONAL LEAGUE OF CITIES 2017 CITY SUMMIT CONFERENCE, BEGINNING NOVEMBER 15, 2017 AND ENDING NOVEMBER 18, 2017, IN CHARLOTTE, NC WITH ADVANCE PAYMENT FOR THE CONFERENCE RESERVATION, TRAVEL AND ACCOMMODATIONS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

A. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

B. PLANNING

a. CONSIDERATION OF APPROVAL TO RE-APPOINT HAMP BEATTY TO THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF 3 YEARS RUNNING JULY 18, 2017, THROUGH JULY 18, 2020.

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

1. CONSIDERATION OF RECOMMENDATION FROM THE CITY ENGINEER ON A SIDEWALK PLAN UTILIZING THE REMAINING ADA FUNDS IN THE FY 16-17 BUDGET, APPROVAL OF THE PRIORITIZED SIDEWALK IMPROVEMENT PLAN AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH CONTRACTOR PROVIDING THE LOWEST QUOTE FOR EACH INDIVIDUAL PROJECT.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 12, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
2. REQUEST ACCEPTANCE OF JUNE 2017 FINANCIAL STATEMENT.
3. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION DEPARTMENTS FOR THE PERIOD OF OCTOBER 1, 2017 – SEPTEMBER 30, 2018.
4. ADOPTION OF THE PROPOSED PURCHASE POLICY.

D. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

F. PARKS

1. CONSIDERATION OF THE APPROVAL TO RENEW THE LEASE AGREEMENT FOR MS. SMITH EDUCATIONAL SERVICES, INC., FOR THE UNUSED SIDE OF THE NEEDMORE CENTER FOR AN AFTER SCHOOL PROGRAM TO RUN AUGUST 1, 2017 TO JULY 31, 2018.
2. CONSIDERATION OF THE APPROVAL TO PURCHASE 11 WATER FOUNTAINS FROM BOHLMANN QUALITY PRODUCTS DENISON, IA, LOWEST QUOTE, FOR A TOTAL COST OF \$9,335.00 WITH A STANDARD 1 YEAR MANUFACTORY WARRANTY.

G. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE DAWN ESTRADA AS THE PAYROLL/COLLECTOR CLERK IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO APPLY FOR A GRANT WITH THE BULLETPROOF

VEST PARTNERSHIP TO PURCHASE THIRTY (30) PATROL VESTS TO REPLACE EXPIRED VESTS FOR OFFICERS, WITH THE CITY OF STARKVILLE RESPONSIBLE FOR A 50% MATCH ESTIMATED TO BE \$9,750.

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 1, 2017 @ 5:30 IN THE COURT ROOM AT AT 110 WEST MAIN STREET.

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APPENDIX A
CONSENT AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 6, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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SECOND PUBLIC HEARING OF THE CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

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THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT.

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1. **CONSIDERATION OF RECOMMENDATION FROM THE CITY ENGINEER ON A SIDEWALK PLAN UTILIZING THE REMAINING ADA FUNDS IN THE FY 16-17 BUDGET, APPROVAL OF THE PRIORITIZED SIDEWALK IMPROVEMENT PLAN AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH CONTRACTOR PROVIDING THE LOWEST QUOTE FOR EACH INDIVIDUAL PROJECT.**

E. FINANCE AND ADMINISTRATION

1. **REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 12, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.**
2. **REQUEST ACCEPTANCE OF JUNE 2017 FINANCIAL STATEMENT.**
3. **REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION DEPARTMENTS FOR THE PERIOD OF OCTOBER 1, 2017 – SEPTEMBER 30, 2018.**
4. **ADOPTION OF THE PROPOSED PURCHASE POLICY.**

H. PARKS

1. **CONSIDERATION OF THE APPROVAL TO RENEW THE LEASE AGREEMENT FOR MS. SMITH EDUCATIONAL SERVICES, INC., FOR THE UNUSED SIDE OF THE NEEDMORE CENTER FOR AN AFTER SCHOOL PROGRAM TO RUN AUGUST 1, 2017 TO JULY 31, 2018.**
2. **CONSIDERATION OF THE APPROVAL TO PURCHASE 11 WATER FOUNTAINS FROM BOHLMANN QUALITY PRODUCTS DENISON, IA, LOWEST QUOTE, FOR A TOTAL COST OF \$9,335.00 WITH A STANDARD 1 YEAR MANUFACTURING WARRANTY.**

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE DAWN ESTRADA AS THE PAYROLL/COLLECTOR CLERK IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO APPLY FOR A GRANT WITH THE BULLETPROOF VEST PARTNERSHIP TO PURCHASE THIRTY (30) PATROL VESTS TO REPLACE EXPIRED VESTS FOR OFFICERS, WITH THE CITY OF STARKVILLE RESPONSIBLE FOR A 50% MATCH ESTIMATED TO BE \$9,750.

Consent items 2 – 19:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 6, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 6, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF ENACTING A SIX MONTH MORATORIUM ON BILLBOARDS IN THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a six month moratorium on billboards in the City of Starkville” is enumerated, this consent item is thereby approved. The moratorium will take effect on August 17, 2017 and will expire on February 15, 2018.

ORDINANCE NO. 2017-____

**AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI
AMENDING THE STARKVILLE SIGN ORDINANCE
TO INCLUDE A TEMPORARY MORATORIUM ON
BILLBOARDS WITHIN THE MUNICIPAL BOUNDARIES**

WHEREAS, the City of Starkville is authorized by Miss. Code Ann. §§ 21-17-5, 21-19-15, 17-1-1, *et. seq.* and 21-13-1 *et. seq.*, to enact moratoriums via ordinance; and

WHEREAS, the Starkville Board of Aldermen find as follows:

- (1) Starkville is undergoing unprecedented growth and commercialization.
- (2) Such growth and commercialization have led, over time, to the proliferation of billboards along the City’s commercial and business corridors.
- (3) The Starkville Sign Ordinance currently allows billboards in M-1 and C-2 zoning districts.

- (4) The number and density of the billboards allowed under that zoning have raised concerns about adverse effects on traffic, safety, aesthetics, and overall quality of life.
- (5) The proliferation and clustering of billboards in prominent locations and primary transportation and entrance corridors now creates a negative impression for the City.
- (6) The Mayor and Board of Aldermen have determined that a timeout is indicated to assess potential changes to the City's sign ordinance related to billboards.
- (7) A temporary moratorium would provide an opportunity for the citizens of Starkville, acting through their elected officials, to evaluate and consider amendments to the City's sign ordinance pertaining to billboards.
- (8) A moratorium is necessary for the immediate and temporary preservation of the public peace, health, safety, and economic welfare of the community. A 30-day waiting period for the moratorium to take effect could allow billboard owners and operators to potentially flood the City's M-1 and C-2 corridors with billboards in an effort to beat the effective date of the moratorium. Thus, this moratorium should take effect immediately upon its passage.

WHEREAS, the Board of Aldermen find that adopting a temporary moratorium on new billboards in Starkville will create a more stable environment during the moratorium period so that revisions to the sign ordinance can be formulated, considered, and adopted in an orderly and thorough manner.

NOW, THEREFORE, the City of Starkville hereby ordains that:

The Starkville Sign Ordinance is amended by the addition of the following section to Appendix A, Article IX as Section V, which shall read as follows:

Section V. - Temporary Moratorium.

- A. The City of Starkville shall not accept, review, or approve, any applications for new billboards within the City limits.
- B. The temporary moratorium shall not apply to applications currently pending before the City or that have already been approved by the City.
- C. The temporary moratorium shall apply from the effective date of this Ordinance up to, and including, January 18, 2018.
- D. This temporary moratorium may be amended by separate ordinance of the Board of Aldermen as to any use, subject matter, or time duration that is determined by the Board of Aldermen to be in the best interest of the health, safety, and welfare of the City.
- E. This Ordinance shall take effect immediately upon its passage.

PUBLICATION

The Clerk is directed to cause this ordinance to be published one time in the Starkville Daily News and abide by the other requirements of Miss. Code Ann. § 21-13-11.

4. CONSIDERATION OF APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE PARKING GARAGE USE AND OPERATION AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “ Approval and Authorization for the Mayor to sign the First Amendment to the Parking Garage Use and Operation Agreement” is enumerated, this consent item is thereby approved.

FIRST AMENDMENT TO PARKING GARAGE USE AND OPERATION AGREEMENT

THIS FIRST AMENDMENT (this “Amendment”) is entered into by and between the City of Starkville, Mississippi, a municipal corporation (the “City”), and Mississippi State University of Agriculture and Applied Sciences, a public institution under and acting for the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi (“MSU”).

WHEREAS, MSU, as ground lessor, and the City, as ground lessee, are parties to that certain Ground Lease, dated December 18, 2013 (the “Ground Lease”), pursuant to which the City has leased from MSU the real property situated in Oktibbeha County, Mississippi, known as Lot 5 of Parcel 1 of The Mill at MSU Subdivision, Plat Slide 290B (the “Mill”), for the purpose of constructing a parking garage consisting of approximately 450 parking spaces (the “Parking Garage”);

WHEREAS, the Parking Garage was constructed with funding from that certain Subgrant Agreement between the City and the Mississippi Development Authority – Disaster Recovery Division, effective October 26, 2010, Subgrant Number R-103-347-01-KED (the “Grant”);

WHEREAS, the Grant provides that the City or its designee will operate and maintain the Parking Garage and that the Parking Garage will provide parking for the Mill, including a conference center, office space, hotel and retail space;

WHEREAS, in conjunction with the Ground Lease, the City and MSU are parties to that certain Parking Garage Use and Operation Agreement, dated December 18, 2013 (the “Use and Operation Agreement”), pursuant to which the City designated to MSU the control, operation, and maintenance of the Parking Garage and which is amended by this Amendment;

WHEREAS, Cooley Center Hotel, LLC (the “Hotel”) owns and operates a hotel in the Mill development and the Hotel’s affiliate Cooley Center Master Tenant, LLC, a Mississippi limited liability company (the “Operator”), leases and operates a conference center in the Mill development;

WHEREAS, MSU granted the Hotel certain use rights to the Parking Garage pursuant to that certain Parking Garage License Agreement, dated March 20, 2014, which Parking Garage License Agreement has been amended as of the date hereof consistent with this Amendment (collectively, the “License Agreement”);

WHEREAS, the City and MSU desire to clarify the intent of the parties under the Use and Operation Agreement to facilitate the operation and maintenance of the Parking Garage consistent with the Grant;

NOW, THEREFORE, the City and MSU agree to amend the Use and Operation Agreement as follows:

1. Section 1 is hereby amended to incorporate the defined terms in the Recitals of this Amendment.
2. Section 2 is hereby amended to add the following: MSU is the City’s designee for operation and maintenance of the Parking Garage.
3. Section 6 is hereby amended to add the following: MSU has the right to further delegate or assign management or control of the Parking Garage, and the City consents to MSU so delegating to the Hotel, and the Hotel further delegating to the Operator, the control, use, management, and operation rights described in the License Agreement. MSU agrees that such delegation to the Hotel and/or the Operator shall not relieve MSU of its obligations under the Use and Operation Agreement.

4. MSU reaffirms its reporting obligations to the City under Section 8 to facilitate the City's reporting obligations pursuant the Grant, including, without limitation, the provisions of Section II.M. (Program Income) of the Grant.

5. Except as specifically provided in this Amendment, the Use and Operation Agreement shall remain unchanged and in full force and effect. To the extent of any conflict between the Use and Operation Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the undersigned authorized representatives of the City and MSU have executed this Amendment on the date(s) below their respective signatures, to be effective as of March 20, 2014.

THE CITY:

By: _____
The Honorable Lynn Spruill, Mayor

MSU:

By: _____
Don Buffum, Director of Procurement
and Contracts

5. CONSIDERATION FOR 19 YOUTH, AND 4 COORDINATORS TO ATTEND MISSISSIPPI MUNICIPAL LEAGUE 2017 YOUTH TRACK JULY 24 AND 25, 2017, WITH FUNDS TO BE TAKEN FROM THE MAYOR YOUTH COUNCIL BUDGET AT A COST OF APPROXIMATELY \$2,500.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to authorize 19 youth, and 6 coordinators to attend MML 2017 Youth Track from June 23, 2016 through June 25, 2016. Three checks for the following: hotel accommodations, food and fuel and registration fees are being requested with funds to be taken from the Mayor's Youth Council budget" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF INVOICE NO.'S 12993 AND 12988 FROM SPRINGER ENGINEERING FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval of payment of Invoice No.' 12993 and 12988 from Springer Engineering for payment under MS Code Section 25-1-47" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF COTTON MILL MARKETPLACE PROJECT TIF THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "Cotton Mill Marketplace Project TIF Third Amended and Restated Development and Reimbursement Agreement" is enumerated, this consent item is thereby approved.

**COTTON MILL MARKETPLACE PROJECT TIF
THIRD AMENDED AND RESTATED
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

THIS THIRD AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of July 18, 2017 (this "**Agreement**"), by and between the **CITY OF STARKVILLE, MISSISSIPPI** (the "**City**"), a municipal corporation of the State of Mississippi (the "**State**") and **COTTON MILL HOTEL GROUP, LLC**, a Mississippi limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the “**Board**”) pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972, as amended from time to time (the “**Act**”), previously approved the Tax Increment Financing Redevelopment Plan (the “**Redevelopment Plan**”) for the City and conducted hearings on the Redevelopment Plan and amendments thereto in accordance with the Act; and

WHEREAS, on May 20, 2008, the Board adopted a resolution giving notice of its intention to approve the Cotton Mill Marketplace Tax Increment Financing Plan as qualified for tax increment financing (“**TIF**”), to amend the Redevelopment Plan to establish and include the Cotton Mill Marketplace Tax Increment Financing District (the “**TIF District**”), and adopt the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008 (the “**Original TIF Plan**”), to express its intent at a future time or times to issue Tax Increment Financing Bonds in one or more series in a principal amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) (the “**Bonds**”), and called a public hearing on the Original TIF Plan and the issuance of the Bonds, all as provided by the Act; and

WHEREAS, the City published a Notice of Public Hearing on the Original TIF Plan, and on June 17, 2008, the Board held a public hearing on the Original TIF Plan after which the Board adopted a resolution giving final approval to the Original TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Development, LLC for the cost of acquiring, installing, and constructing certain infrastructure improvements (the “**Cotton Mill Infrastructure Improvements**”), in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in the Original TIF Plan; and

WHEREAS, on March 18, 2014, the Board adopted a resolution giving notice of its intention to amend the Original TIF Plan to provide for the delineation of developers and their respective projects and portions of the TIF District and called a public hearing on the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi June 2008, As Amended and Restated, March 2014 (the “**Amended TIF Plan**”), all as provided by the Act; and

WHEREAS, the Amended TIF Plan provided for a pledge by the City of up to seventy-five percent (75%) of the increased real and personal ad valorem taxes and up to seventy-five percent (75%) of the City’s increased retail sales tax diversions from the State, both as generated by the construction and development of the Cotton Mill Hotel (the “**Project**”) within the “**Cotton Mill Hotel Portion**” of the TIF District, all as further described in the Amended TIF Plan; and

WHEREAS, the City published a Notice of Public Hearing on the Amended TIF Plan, and on April 1, 2014, the Board held a public hearing on the Amended TIF Plan after which the Board adopted a resolution giving final approval to the Amended TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Hotel Group, LLC for the Cotton Mill Infrastructure Improvements in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in the Amended TIF Plan.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREES AS FOLLOWS:

1. In reference to the Amended TIF Plan, the City hereby acts to reduce the pledged amount of increased real and personal ad valorem taxes from up to seventy-five percent (75%) to up to sixty percent (60%) and to reduce the pledged amount of increased retail sales tax diversions from the State from up to seventy-five percent (75%) to zero percent (0%), both as generated by the continued construction and development of the Project within the Cotton Mill Hotel Portion of the TIF District.

2. Should the City find it reasonable and necessary at some future date, the Developer hereby agrees, in consideration of his signature below, to further amend the Amended TIF Plan pursuant to the Act.

E. Lynn Spruill, Mayor

Mark Nicholas
Cotton Mill Hotel Group, LLC

8. CONSIDERATION TO RE-APPOINT HAMP BEATTY TO THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF 3 YEARS RUNNING JULY 18,2017, THROUGH JULY 18, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval to re-appoint Hamp Beatty to the Historic Preservation Commission for a term of 3-years running July 18-2017-July 18, 2020” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF RECOMMENDATION FROM THE CITY ENGINEER ON A SIDEWALK PLAN UTILIZING THE REMAINING ADA FUNDS IN THE FY 16-17 BUDGET, APPROVAL OF THE PRIORITIZED SIDEWALK IMPROVEMENT PLAN AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH CONTRACTOR PROVIDING THE LOWEST QUOTE FOR EACH INDIVIDUAL PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the prioritized sidewalk improvement plan and authorization for the Mayor to execute a contract with contractor providing the lowest quote for each individual project” is enumerated, this consent item is thereby approved. Lampkin Street was added to the list of sidewalks.

Phase I	\$ 77,223.51
Phase II	\$119,792.63

17038- 2017 SIDEWALK IMPROVEMENTS PROJECT

PRIORITY	PROJECT		CONNECTION		QUANTITY		ESTIMATED COST
#	#	Folder Name	From	To	LF	SF	
1	17037	Long Street Sidewalk Connector	Westside Drive	Splash Pad	93.0	465.0	\$ 4,010.63
2	17031	Crossgates Sidewalk Connector	Academy Sports	Walmart	548.0	2740.0	\$ 19,826.00
3	17036	Old West Point Road Sidewalk Connector	Ex. Sidewalk	Apartments	167.0	835.0	\$ 6,399.75
4	17033	Lincoln Green Sidewalk Connector	R.V. Way	South Entrance of College Sta.	325.0	1625.0	\$ 12,477.50
5	17034	Yeates Street Sidewalk Connector	Ex. Sidewalk	Ex. Sidewalk	84.5	422.5	\$ 4,709.68
6	17009	South Montgomery Sidewalk Connector (III)	Yellow Jacket Dr.	North to Ex. Sidewalk	340.0	1700.0	\$ 12,678.75
7	17003	Yellow Jacket Drive Sidewalk Connector	Yellow Jacket Dr.	East to Ex. Sidewalk	400.0	2000.0	\$ 14,927.00
8	17035	HWY 12 @ Shady Lane Sidewalk Connector	Ex. Sidewalk	Ex. Sidewalk	53.0	318.0	\$ 2,194.20
9	17009	South Montgomery Sidewalk Connector (I)	Locksley Way	The Block Apartments	300.0	1500.0	\$ 12,575.25
10	17009	South Montgomery Sidewalk Connector (II)	The Block Apartments	North to Ex. Sidewalk	962.0	4810.0	\$ 35,618.38
11	16029	Needmore Phase I	Hancock St.	South to Ex. Sidewalk	740.0	3700.0	\$ 27,945.00
12	15116	S. Montgomery Sidewalk Connector	Lynn Ln.	Academy Rd.	1035.0	5175.0	\$ 38,628.50
13	15119	Linden Circle Traffic Calming	Louisville St.	Striping on Linden	141.0	705.0	\$ 5,025.50

	Phase I	Phase I Estimated Total =	\$	77,223.51
	Phase II	Phase II Estimated Total =	\$	119,792.63

10. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 12, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Claims Docket for all departments as of July 12, 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 290,301.08
Restricted Police Fund	002	473.01
Restricted Fire Fund	003	199.00
Airport Fund	015	17,516.19
Sanitation	022	165,715.82
Landfill	023	656.67
Computer Assessments	107	7,234.08
Police Dept Renovations	135	40,478.36
Park and Recreation	375	14,055.61
Sub Total Before Utilities		\$ 536,629.82
Utilities Dept.	SED	\$ 1,521,376.69
Total Claims	Total	\$ 2,058,006.51

11. CONSIDERATION OF ACCEPTANCE OF JUNE 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of the June 2017 financial statement” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION FOR THE CITY CLERK’S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION DEPARTMENTS FOR THE PERIOD OF OCTOBER 1, 2017 – SEPTEMBER 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for the City Clerk’s Office to advertise for source of supply for the Street and Sanitation Departments for the period of October 1, 2017 – September 30, 2018” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF ADOPTION OF THE PROPOSED PURCHASE POLICY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “adoption of the Purchase Procedure Policy as presented” is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE | PURCHASING ORDER PROCEDURES POLICY

Table of Contents

SECTION I – INTRODUCTION AND RESPONSIBLE STEWARD.....2

A. COMPLIANCE.....3

B. PURCHASING METHODS.....3

C. REQUISITION TO PURCHASE ORDER (PO) PROCESS.....3

D. THE STEPS (WORKFLOW) TO REQUESTING A PO.....3-4

SECTION II – COUNSELING and DISCIPLINE

A. DISCIPLINARY ACTIONS.....4

B. PROGRESSIVE CORRECTIVE ACTIONS.....4-5

C. STEPS IN PROGRESSIVE CORRECTIVE ACTION PROCESS.....5

D. DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES.....5-6

SECTION III – FRAUD POLICY

A. ZERO TOLERANCE POLICY.....7

B. PROHIBITED ACTS.....7

C. REPORTING OF FRAUD.....8

D. FALSE ALLEGATIONS.....8

E. CORRECTIVE ACTION.....8

RESPONSIBLE STEWARDS OF THE TAXPAYERS’ DOLLAR

This policy has been prepared to inform and instruct each department, division and employee in the many methods of procurement, and the duties and responsibilities of those involved in the purchasing process for the City of Starkville. Government is a service based industry. In the conduct of our business, we are called to be responsible stewards of the taxpayer’s dollar. In the simplest terms, we should all give the same attention to spending the taxpayer’s dollar as we give to spending our own money.

Many of the methods identified in this policy are not new. That being said, the process involved in using them shall be uniform across all departments, creating a uniform and fundamental level of financial control is necessary to ensuring the long term financial health of any organization.

These procedures will help us better measure our spending with greater speed and accuracy so that we can proactively manage our budget, rather than react as the budget unfolds before us. Ultimately, this policy is an attempt to help monitor, track and control our expenses across the organization, so that timely and accurate information is available.

Your role in all of this is to read and understand this policy and to faithfully and efficiently follow the purchasing methods and processes identified herein. If you have any questions, I encourage you to ask your department head or the City Clerk’s Office.

Changes to this manual will be announced through the issuance of Procurement Manual Revision memorandums that shall be issued by the City Clerk’s Office.

Section 1 – Introduction

A. COMPLIANCE

The City of Starkville shall adhere to the State of Mississippi Procurement Manual and Mississippi Code.

This manual establishes the policies and procedures required to be followed by the City of Starkville’s (“City”) departments and agencies when performing procurement functions. The manual serves as a users’ guide for City employees and officials when implementing authorized purchasing procedures. This 2016 edition of the Procurement Instructional Manual supersedes all previous editions and changes thereto. Strict adherence to the procurement rules,

regulations and procedures, as set forth in the Manual and provided herein, shall be followed to ensure and maintain the fairness, efficiency, and integrity of our procurement process. The Manual is updated annually and the City Clerk's office will notify you of these changes.

The integrity and success of the City's procurement system depends upon the accuracy, honesty, and credibility of its elected officials, appointees, and its employees.

Copies of the Mississippi Procurement Manual and Mississippi Code may be obtained from the City Clerk's Office or downloaded from the City website at www.cityofstarkville.org.

PURCHASING METHODS

Requisition to Purchase Order (PO) –This is the method to initiate a purchase when terms and conditions are required.

Credit Card – A City liability credit card issued to an authorized City employees for the purpose of executing purchase authority as delegated by the City Clerk.

Every Requisition shall be approved by the Department Head of the requisitioning department, affirming that the goods and/or services related to goods are necessary and that sufficient funds exist to pay for the purchase.

B. REQUISITION TO PURCHASE ORDER (PO) PROCESS and CREDIT CARD

The PO is produced prior to the goods or services being received or performed. The PO contains the City's Terms and Conditions that govern each purchase.

Credit Card is always "checked out" from the City Clerk by a Department Head for a hotel reservation or some other purchase that has been previously Board approved or cannot be charged and paid through normal purchase procedure.

C. THE STEPS (WORKFLOW) TO REQUESTING A PO

1. The Clerk's office shall send letters to all vendors notifying them that an employee must provide a photo ID when fulfilling purchase orders. Vendors must verify the employee ID matches the name they are signing. Vendors will be notified to only accept PO forms rather than issuing a number.
2. Lead Worker, or Supervisor, determines needs for goods or services that will be procured with a PO and submits a requisition (verbal or written) for departmental approval authorized by the Department Head or Designee of Department Head.
3. Once approved, the Administrative Assistant assigns a Purchase Order to the Lead Worker or Supervisor.
4. Purchase Orders will be processed in numerical order and copies kept by the issuing department.
5. Vendor fulfills Purchase Order agreement and submits invoice(s) to authorized department.
6. Once the employee receives the procure goods, and they are visible in the department, the Foreman, Superintendent, or the Department Head shall acknowledge the good(s) received.
7. The Purchase Order, along with the invoice, is then sent to the Accounts Payable in a timely manner for payment.
8. Accounts Payable staff initiates a payment request to process payment.
9. A payment request is created against the invoice and the signed purchase order by the Department Head or designee of the Department Head.
10. When the payment request is approved, Payment is sent to the vendor. When all the conditions specified by the Purchase Order have been satisfied, the Purchase Order status is changed to closed, and the process is complete.

Section 2 – COUNSELING and DISCIPLINE

A. DISCIPLINARY ACTIONS

Disciplinary action is necessary from time to time in order for the City to operate in an effective and efficient manner. Disciplinary action may take the following recognized forms: progressive corrective action, suspension, demotion, or termination.

Disciplinary action, up to and including termination, may be taken for causes relating to procurement, including, but not limited to, the following, as outlined in the City of Starkville Policy Manual: Stealing, embezzlement, dishonesty, falsification of records or willful misrepresentation of facts.

B. PROGRESSIVE CORRECTIVE ACTIONS

When an employee's performance warrants formal disciplinary action, the supervisor shall discipline the employee using a system of progressive corrective actions. This system of progressive corrective action is used to bring unacceptable conduct, or failure to meet performance standards and expectations, to the employee's attention and seek a solution that will lead to the employee's success. While this is designed to be a progressive process, some corrective action steps may be skipped depending on the severity of the performance issue. Department Heads also have the ability to discipline employees for more serious offenses through other means of disciplinary actions covered in this policy.

Progressive Corrective Action may result from an accumulation of minor infractions, from a single infraction, or the employee's failure to meet performance standards and expectations. Corrective Actions are to be initiated by the employee's supervisor in a timely manner and as soon as reasonable and will be reviewed by the appropriate Department Head prior to filing in the employee's personnel file.

C. STEPS IN PROGRESSIVE CORRECTIVE ACTION PROCESS

First Written Reprimand - A supervisor shall meet with the employee, discuss the performance concern, and work together to find a solution. This solution will be documented in the First Written Reprimand and signed by both the supervisor and the employee. If the employee refuses to sign the document, the supervisor must make a statement to that fact on the document and initial. The employee will receive a copy if requested and the original will be filed in the employee's personnel file.

Second Written Reprimand - A new or repeated infraction will be documented on the Second Written Reprimand and signed by both the supervisor and the employee. If the employee refuses to sign the document, the supervisor must make a statement to that fact on the document and initial. The employee will receive a copy if requested and the original will be filed in the employee's personnel file.

Suspension - If unacceptable conduct continues or any other policy violations occur, an unpaid suspension of up to thirty (30) days may be issued by the supervisor.

Termination - If unacceptable conduct continues or any other policy violations occur, the final step in the Progressive Corrective Action Process is dismissal.

Supervisors will always consult with the Human Resources Director in determining the appropriate steps for corrective action. The steps, as listed, should normally be followed. However, there may be infractions or performance issues that may cause a supervisor to skip steps in this process and to pursue other disciplinary measures such as suspension, demotion or dismissal. On these occasions, the Department Head may initiate appropriate disciplinary measures, regardless of the progressive action corrective process, and the Human Resources Director will be consulted prior to taking such action.

In accessing an employee's personnel file to determine the next step in the Corrective Action Process, the supervisor shall review and determine if the employee has any documented corrective actions within the previous twelve (12) months. Any corrective action older than twelve (12) months generally will not be considered in the Progressive

Corrective Action process. However, if there is evidence of a pattern of behavior, all corrective actions may be considered in determining the appropriate step in the Corrective Action Process. The corrective action documents will not be removed from any personnel file unless the action is reversed by the Department Head, the Mayor, or the Board of Aldermen.

D. DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES

The Progressive Corrective Action process does not eliminate the need for more punitive actions if the employee fails to make needed changes in his/her work performance. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred and any previous counseling, may suggest what action may be taken.

No City employee may be demoted, suspended or dismissed for political reasons or for any other unjust or arbitrary cause, or because of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws. This provision shall not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work.

The City may discipline any employee. Such disciplinary action may include demotion, suspension and / or dismissal. Unless otherwise provided in this Section, no suspension shall exceed thirty (30) calendar days. The Department Head shall consult with the Human Resources Director or designee when disciplinary actions such as demotions, suspensions or dismissals may be warranted. Any recommendation for demotion, suspension or termination of a City employee shall be reported to the Mayor and Board of Alderman.

Any employee who is demoted, suspended, or dismissed based on conduct related to procurement shall have the right to grieve that action pursuant to the City's grievance policy. A City employee who is demoted, suspended or dismissed shall be furnished with written charges within three (3) business days from such disciplinary action that specifically states the offense(s) with which such employee is charged. The statement of written charges shall be signed by the Department Head or designee, except that such charges as to the departments of fire and police must be signed by the Department Head. A copy of the written statement shall be placed in the employee's official personnel file.

Section 4 – FRAUD

The City of Starkville recognizes the importance of protecting the municipality, its taxpayers, its employees and its assets against financial risks, operational breaches and unethical activities. Therefore, the City's management personnel must clearly communicate the fraud prevention policy to both internal and external customers, vendors and employees.

The impact of such misconduct and dishonesty may include:

- The actual financial loss incurred
- Damage to the reputation of the City and its employees
- Negative publicity
- The cost of investigation
- Loss of employees
- Loss of public confidence
- Damaged relationships with the City's contractors and suppliers
- Litigation

Our goal is to establish and maintain an environment of fairness, ethics and honesty for our employees, our citizens, our suppliers and anyone else with whom we have a relationship. To maintain such an environment requires the active assistance of every employee and manager every day.

Our City is committed to the deterrence, detection and correction of misconduct and dishonesty. The discovery, reporting and documentation of such acts provides a sound foundation for the protection of innocent parties, the taking

of disciplinary action against offenders up to and including dismissal, where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

A. ZERO TOLERANCE POLICY

The City of Starkville has adopted a zero tolerance policy regarding fraud. No employee of the City shall remove any City of Starkville assets or goods from City property, misuse any City assets for one's personal gain, or willfully misappropriate any City of Starkville asset. Any evidence supporting fraud, theft or embezzlement of City of Starkville assets and equipment may be subject to the following actions including but not limited to: suspension, termination, restitution and criminal charges. Any City of Starkville employee who is aware of fraud being committed against the City by anyone shall report such activity to the Starkville Police Department and their immediate supervisor.

B. PROHIBITED ACTS

Fraud is defined as "an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity." Some non-exclusive examples of fraud include:

- Falsification of expenses and invoices
- Authorizing or receiving compensation for goods not received or services not performed
- Theft of cash or fixed assets
- Alteration or falsification of records
- Failure to account for monies collected
- Knowingly providing false information on job applications
- Authorizing or receiving compensation for hours not worked
- Embezzlement, bribery or conspiracy
- Forgery

C. REPORTING OF FRAUD

- Employees shall read and understand this policy and report suspected or known fraudulent acts by employees to their respective Department Head. If the employee has reason to believe that their Department Head may be involved, the employee shall notify the Human Resources Director and the Human Resources department will notify the Police Department.
- Supervisors shall a) communicate the provisions of this policy to all staff; b) take no action without consulting the Department Head; c) recommend appropriate disciplinary action when there is evidence of wrong-doing; and d) if suspension or termination is recommended, consult with the Human Resources Director
- Department Heads shall communicate any suspected or known fraudulent act to the Human Resources Director. The Human Resources department will notify the Police Department. The Police Department and Human Resources Director will notify the Mayor of each reported incident and keep the Board of Aldermen abreast of the investigation.
- All participants in the fraud investigation shall keep the details and results of the investigation confidential.
- Any employee reporting an act of fraud; or assisting, testifying or participating in a fraud investigation, acting in accordance with the requirement of this policy, shall not be subject to any adverse employment action unless it is determined the employee is culpable for such action and/or made an allegation knowing it was false. Examples of adverse employment action include, but are not limited to, discipline, suspension, threatening to discipline or suspend, coercion, acts of intimidation and firing.

D. FALSE ALLEGATIONS

False allegations of suspected fraud with the intent to disrupt or cause harm to another may be subject to disciplinary action up to and including termination of employment.

E. CORRECTIVE ACTION

Final determination regarding action against an employee, vendor, recipient or other person found to have committed fraud or corruption will be made by the Mayor and Board of Aldermen.

Offenders at all levels of the City will be treated equally regardless of their position or years of service with the City. Determinations will be made based on a finding of facts in each case, actual or potential damage to the City, cooperation by the offender and legal requirements.

Depending on the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand and a probationary period to legal action-either civil or criminal. In all cases involving monetary losses to the City, the City will pursue recovery of losses.

14. CONSIDERATION OF THE APPROVAL TO RENEW THE LEASE AGREEMENT FOR MS. SMITH EDUCATIONAL SERVICES, INC., FOR THE UNUSED SIDE OF THE NEEDMORE CENTER FOR AN AFTER SCHOOL PROGRAM TO RUN AUGUST 1, 2017 TO JULY 31, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval to renew lease agreement for Ms. Smith Educational Services, Inc., to lease the unused side of the Needmore Center for an after school program to run August 1, 2017- July 31, 2018” is enumerated, this consent item is thereby approved.

FIRST RENEWAL LEASE AGREEMENT

THIS AGREEMENT is entered into on this the _____ day of _____, **2017**. This agreement is between the City of Starkville, Mississippi, hereinafter referred to as “LANDLORD” and Ms. Smith’s Educational Services, Inc., hereinafter referred to as “TENANT”.

For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follow:

1. ***PREMISES*** – The LANDLORD leases to TENANT for use as a business location the following described space: the currently unused left side, also known as the arts and crafts side, of the Needmore Center, located at 610 E. Gillespie Street, Starkville, MS 39759.

2. ***TERM*** - The term of this lease shall be as follows:

Lease commences on: August 1, 2017.

Lease term ends on: July 31, 2018.

For two years after the expiration of the initial term, TENANT shall have the right to renew this lease for successive one year periods. Tenant may exercise this right by informing LANDLORD in writing no later than thirty days prior to the end of the then existing lease term.

Should TENANT choose to renew for 12 months the LANDLORD agrees that the rental rate will be increased by no more than 10% of the current rental rate.

3. ***RENT*** – The rental amount for this space shall be \$500.00/month due and payable on the first day of each month throughout the lease term.

4. ***PAYMENT*** – The rent shall be paid at the City Clerk’s Office at Starkville City Hall, located at 110 West Main St., Starkville, Mississippi or such other place as the LANDLORD may from time to time in writing instruct.

5. ***SECURITY*** – The security deposit will be \$500.00 for this unit.

6. ***LATE FEE*** – The rent shall be considered late if not received by the 5th of the month. If such rent is not received by the date due, a late fee will be applied beginning the 6th day of the month in the amount of 10% of the rent due for the month.

7. *IMPROVEMENTS* – The TENANT may make structural changes to the interior of the rented space, only after securing the written approval of the LANDLORD. The structural changes proposed must be submitted in writing outlining the details of the changes to be made. TENANT acknowledges that the LANDLORD may require the TENANT to restore the space to its original condition at the time the TENANT leaves the premises.

8. *SIGNAGE* – Any sign must be approved by the LANDLORD and conform with the City's sign ordinance. No sign or notice may be used, posted or erected by the TENANT without the written approval of the LANDLORD. In the event of damage or deterioration of the signage, the TENANT has 90 days to repair or replace signage to reasonable condition in conformance with the upkeep responsibility of the premises.

9. *COMMON AREA* - The LANDLORD is responsible for the maintaining the landscaping, but proper clean-up of the building and grounds is the shared responsibility of the TENANT. If after notification of the delinquency, the LANDLORD is required to assume the cleanup of the area due to the TENANT'S negligence, the LANDLORD will assess a cleanup fee of twenty-five dollars per incident. The back of the TENANT'S leased space is also considered a common area and must be kept by the TENANT reasonably clean and free of debris.

10. *REPAIRS* – The LANDLORD will be responsible for major repairs to the leased structure. The TENANT will be responsible for all regular maintenance and repairs, including the replacement of the air conditioning filters, wall switches, the repair of blocked or stopped up plumbing, repairs of light fixtures, repairs of signage for the TENANT's unit etc. The LANDLORD shall replace defective and worn motors, compressors and other major components of the air conditioning system. The TENANT will pay for all normal maintenance and servicing of the air conditioning and heating systems for the leased space. Such regular maintenance shall be done so as not to compromise the functioning of the system and damage the unit(s).

11. *SUBLET* – During the primary or renewal term of this lease, the TENANT may not sublease or assign the space to another party unless approved in writing by the LANDLORD. If the TENANT does so, then the TENANT remains liable for all rents and other obligations under this lease agreement.

12. *PARTIES* – The parties to this agreement are solely in a contractual relationship and this agreement IN no way constitutes or creates a partnership, limited liability company or joint venture.

13. *INSURANCE* – The LANDLORD will, during the lease term, keep the leased premises insured. However, in addition, the TENANT shall maintain liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) with respect to the leased space which is the subject of this contract. The TENANT shall provide copies of premises and liability insurance to the LANDLORD. Such insurance shall be provided directly from the Insurer. The TENANT may not occupy the premises until proof of insurance has been presented to the LANDLORD and approved in writing by the LANDLORD.

14. *FIXTURES* – If the TENANT pays the rent and performs all other obligations under this lease agreement, the TENANT shall have the right to remove from the leased premises all machinery, fixtures and equipment installed by the TENANT at the expiration of the primary or extended lease term, provided the TENANT will repair any damage to the space and leased premises caused by such removal.

15. *CONDITION* – The TENANT agrees to keep the leased premises in good condition. The TENANT shall sweep the sidewalk and keep the windows and sills clean and in an attractive condition.

16. *RE-ENTRY* – If the TENANT abandons the leased space before the end of the primary lease term, or renewal lease term, or if the TENANT becomes in arrears in paying her rent, or if the TENANT fails to abide by any provision in this lease agreement, then the LANDLORD may forthwith cancel this lease, re-enter the leased premises, and claim the full amount of the lease immediately due and payable by TENANT.

17. *LEGAL* – If the LANDLORD is required to employ an attorney to collect past due rent or enforce any term of this agreement, the TENANT agrees to pay the LANDLORD'S reasonable attorney's fees of not less than \$1000.00 together with all cost of collection.

18. *DAMAGE* – It is expressly agreed and understood that the LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person where such damage or injury is caused by the carelessness, negligence, or improper conduct of the TENANT, TENANT'S agents, TENANT'S employees and/or TENANT'S customers or users. It is further agreed that if the LANDLORD is required to make repairs to the premises by reason of TENANT'S acts, omissions or negligence or if TENANT refuses or neglects to repair as required, LANDLORD may make such repairs without liability to TENANT for any loss or

damage to TENANT'S merchandise, fixtures or other property or to TENANT'S business by reason thereof. Upon completion, TENANT shall reimburse LANDLORD'S costs for making such repairs plus 20% of such costs for overhead and supervision as additional rent.

19. *NUISANCE* – It is expressly agreed and understood that the TENANT will at all times conduct his/her business in such a manner as not to create a nuisance or an annoyance to the other tenants in the building and parking area of the leased premises.

20. *COMPETITION* – LANDLORD covenants that at no time during the period of this lease, or the extended lease period, if exercised, will any space in the Needmore Center be rented that would act in competition to the TENANT without TENANT'S agreement and consent.

21. *BANKRUPTCY* – In the event that the TENANT business files for bankruptcy protection, the rent obligation accelerates and the authorized agents of the TENANT agree to be held personally liable for the remainder of the rent due to the LANDLORD.

22. *INDEMNIFICATION* - TENANT shall defend, indemnify, and hold harmless LANDLORD from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to TENANT's occupancy or use of the leased premises.

23. *SUPPLEMENTAL TERMS* - This First Renewal Lease Agreement adopts and incorporates, as if fully set forth herein, the terms and conditions contained in the first eight bullet points in the letter dated September 21, 2016, attached to the original lease agreement in the Minutes of the City of Starkville. To the extent any of those terms conflict with the terms in this First Renewal Lease Agreement, this First Renewal Lease Agreement shall control.

IN WITNESS WHEREOF the parties have executed this agreement on the _____ day of _____, 2017

Niya Smith
Director, Ms. Smith's Educational Services

Mayor Lynn Spruill
Starkville, MS

15. CONSIDERATION OF THE APPROVAL TO PURCHASE 11 WATER FOUNTAINS FROM BOHLMANN QUALITY PRODUCTS OF DENISON, IA, LOWEST QUOTE, FOR A TOTAL COST OF \$9,335.00 WITH A STANDARD 1 YEAR MANUFACTURING WARRANTY.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase 11 water fountains from Bohlmann Quality Products of Denison, IA for a total cost of \$9335.00 with funding to come from 2% account 375-551-907-942" is enumerated, this consent item is thereby approved.

The following were the proposed sites of the fountains: 7 DF Dual water fountains: 2 @ the Adult Softball Field – 2 @ Youth Softball Field – 1 @ Soccer- 1 @ McKee Park and 1 @ J.L. King Park and 4 DF 38 fountains: 1 @ the Adult Softball Field – 1 @ Youth Softball Field – 1 @ Soccer & 1 @ McKee Park.

Two quotes received: Bohlmann Quality Products - \$ 9,335.00
Southern Pipe - \$21,184.00

16. CONSIDERATION OF AUTHORIZATION TO HIRE DAWN ESTRADA AS THE PAYROLL/COLLECTOR CLERK IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Dawn Estrada as the Payroll/Collector Clerk, in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill (3) vacant Firefighter positions, in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise to fill the vacant position of a Maintenance Worker, in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AUTHORIZATION TO APPLY FOR A GRANT WITH THE BULLETPROOF VEST PARTNERSHIP TO PURCHASE THIRTY (30) PATROL VESTS TO REPLACE EXPIRED VESTS FOR OFFICERS, WITH THE CITY OF STARKVILLE RESPONSIBLE FOR A 50% MATCH ESTIMATED TO BE \$9,750.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the July 18, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to apply for a grant with the Bulletproof Vest Partnership to purchase thirty (30) patrol vests to replace expired vests and provide new officers with new patrol vests with the City to pledge a 50% match grant estimated to be \$9,750” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill thanked everyone for attending and noted this to be the first live stream of a City of Starkville Board Meeting on Facebook.

BOARD OF ALDERMEN COMMENTS:

Alderman Miller noted the use of social media can bring a positive image to the City and the use of technology will help to engage more citizens in the City and provide more accurate information to the public. He recognized the Under 17 Elite Girls Basketball team which recently won a National Title and is coached by John Outlaw. He thanked the group for representing the Starkville area.

Alderman Carver missed the July 14 work session due to a funeral and asked for comments of its productivity and future timing. He also thanked the Park and Recreation Director and staff for the July 4th events.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, would like to see less bullying in schools. Mr. Turner stated the construction of Hwy 12 is dangerous and hopes it is completed soon.

Chris Taylor noted that the City Facebook site is Starkville City Hall and asked that all City links be placed on the City website.

PUBLIC APPEARANCES: None

PUBLIC HEARING: Held earlier in meeting.

20. PRESENTATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER, AND WEATHERS CONSTRUCTION REPRESENTATIVES GARY WEATHERS, OWNER, AND MARK MALLOY, ASSISTANT PROJECT MANAGER WHO WILL PROVIDE A STATUS OF THE STARKVILLE POLICE DEPARTMENT BUILDING.

Chief Nichols and Corporal Lovelady presented current photos of the Police Department. Architect Gary Shafer discussed the history of the renovation and the current situation. Sally Zahner of Shafer, Zahner and Zahner discussed a plan of action from the architect/owner to general contractor for existing water seepage into the basement. Weathers Construction has observed the area during a rain event and a camera has revealed clay drain pipes which have collapsed in prior years. They recommended a sump pump be installed. City Engineer Edward Kemp discussed drainage around the building and ways to pull water away from the building such as cleaning the concrete swale/ditch located in the alley north of the building, regrade and pave the area under the generator/cooling unit as well as possibly install gutters on the north section of the building. Alderman Perkins asked questions of Gary Weathers, President of Weathers Construction, who agreed to install a sump pump at no cost to the City and warranty labor and materials for 12 months.

Following further discussion, Alderman Perkins offered a motion to approve Change Order No. 006 of the Rebid Renovations to the Starkville Police Department for the purpose of fully eradicating water in the Building's basement, at no additional cost to the City, and extending the terms of the contract sixty (60) calendar days, both consistent with the plans, specifications, and details provided in Change Order No. 006, which follows as Exhibit "A", and that the Contractor will warranty the work, labor and materials for twelve (12) months and enter into a separate warranty agreement related to this Change Order No. 006. Alderman Miller seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

This Warranty Agreement is made and entered into by Weathers Construction, Inc. ("Weathers") and the City of Starkville, Mississippi ("Starkville") on July 18, 2017, in connection with Change Order No. 006 to

artm

tua

covenants stated herein, the parties state the following:

1. On July 18, 2017, Starkville, through its Mayor and Board of Aldermen ("the Board"), approved Change Order No. 006.
2. Change Order No. 006 was executed by architect Gary Shafer of Shafer & Associates PLLC, Stephen G. Weathers, President of Weathers, and Starkville Mayor D. Lynn Spruill.
3. Change Order No. 006 added sixty (60) days to the Contract Term for the Project to set a new Substantial Completion date August 11, 2017.
4. Change Order No. 006 also directed Weathers to install a Sump Pump in the basement of the Project at no cost to the City.
5. In connection with installing the Sump Pump, Weathers agreed, on the record during the public meeting of the Board on July 18, 2017, to warrant the performance of the Sump Pump, and the work, labor, parts, materials, and operation associated with it, for a period of 12 months from the date of Substantial Completion of the Project ("the Warranty").
6. The City accepted Change Order No. 006 expressly conditioned upon Weathers providing the Warranty related to the Sump Pump.
7. The Warranty is consistent with, and shall run concurrently with, the general warranties provided by Weathers in other portions of the Contract Documents.

WHEREFORE, the parties specifically agree as follows:

- A. Weathers shall warrant the performance, work, labor, parts, materials, and operation of the Sump Pump for 12 months from the date of Substantial Completion of the Project, as such date is defined under the Contract Documents.
- B. This Warranty shall run concurrently with, is consistent with, and shall be included with all other applicable warranties contained in the Contract Documents, including, but not limited to Sections 3.5, and 13.7 of AIA Document A201-2007 General Conditions of the

Contract Construction Project

WEATHERS CONSTRUCTION, INC.
By: Stephen G. Weathers, President

CITY OF STARKVILLE,
Roy

21. CONSIDERATION OF DELEGATE(S) TO ATTEND THE NATIONAL LEAGUE OF CITIES 2017 CITY SUMMIT CONFERENCE, BEGINNING NOVEMBER 15, 2017 AND ENDING NOVEMBER 18, 2017, IN CHARLOTTE, NC WITH ADVANCE PAYMENT FOR THE CONFERENCE RESERVATION, TRAVEL AND ACCOMMODATIONS.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to approve the attendance of any member of the Mayor and Board of Aldermen to the National League of Cities 2017 City Summit Conference, beginning November 15, 2017 and ending November 18, 2017, in Charlotte, NC with advance payment for the conference reservation, travel and accommodations. Alderman Sistrunk asked that in all future conference attendances information be presented to the public as to what was learned that benefits Starkville. Alderman Carver noted past conferences and the networking with other officials.

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

22. MOTION TO ADJOURN UNTIL AUGUST 1, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until August 1, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-5-2017
PAGE: 1 of 3

SUBJECT: Request approval of the minutes of the July 28, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the July 28, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
July 28, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on July 28, 2017 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Patrick Miller, Roy A'. Perkins and Henry Vaughn, Sr. Alderman Jason Walker was unable to attend. Attending the Board were City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Spruill opened the work session. The work session was properly noticed and a copy of that notice is included in the minutes. The meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

During the work session, the Mayor and Board discussed items on the upcoming August 1, 2017 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

LESA HARDIN, CITY CLERK

Seal



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JULY 28, 2017
AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 9-5-2017
PAGE: 1 of 70**

SUBJECT: Request approval of the minutes of the August 1, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the August 1, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 1, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on August 1, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill requested a Resolution recognizing Representative Tyrone Ellis be added to the Consent Agenda:

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the August 1, 2017 Consent Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

2. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the August 1, 2017 Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

REGULAR MEETING OF TUESDAY, AUGUST 1, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

A. CONSENT AGENDA AS HIGHLIGHTED IN YELLOW

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING OF VA 17-14: A REQUEST BY FRANK JONES CONSTRUCTION FOR VARIANCE RELIEF FROM FRONT AND SIDE SETBACK REQUIREMENTS FOR THE FINAL PHASE OF COUNTRY CLUB ESTATES IN A R-4 ZONE WITH THE PROPERTY #106-14-013.00

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF VA 17-14 A REQUEST BY FRANK JONES CONSTRUCTION FOR VARIANCE RELIEF FROM FRONT AND SIDE SETBACK REQUIREMENTS FOR THE FINAL PHASE OF COUNTRY CLUB ESTATES IN A R-4 ZONE WITH THE PROPERTY #106-14-013.00.

B. CONSIDERATION OF INVOICE NO.'S 1878 AND 1887 FROM PEPPER SURVEYING AND MAPPING, LLC FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

C. CONSIDERATION OF APPROVING IN-KIND SERVICES DURING THE RALLY HELD IN STURGIS MS BETWEEN AUGUST 17 THROUGH AUGUST 20, 2017.

- D. CONSIDERATION AND REVIEW OF ITEM NO. 10 OF THE MINUTES FROM MAY 3, 2016 OF THE STARKVILLE BOARD OF ALDERMEN TO CONSIDER A CLARIFICATION, NUNC PRO TUNC, TO ACCURATELY REFLECT THE WILL AND INTENT OF THE BOARD.
- E. A RESOLUTION RECOGNIZING AND COMMENDING THE HONORABLE REPRESENTATIVE TYRONE ELLIS FOR HIS SERVICE TO THE CITIZENS OF THE CITY OF STARKVILLE, MISSISSIPPI

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF AUTHORIZATION THAT THE CITY OF STARKVILLE CONCUR WITH PREVIOUS BOARD'S COMMITMENT OF MATCHING FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.
- B. CONSIDERATION OF CITY OF STARKVILLE CONTRACT FOR LEGAL SERVICES WITH CHRIS LATIMER OF MITCHELL, MCNUTT & SAMS, PA FOR TERM OF AUGUST 1, 2017 THROUGH JUNE 30, 2021
- C. CONSIDERATION OF AMENDED TIMELINE FOR THE SUBMISSION OF ITEMS FOR THE BOARD AGENDA.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL OF AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO THE JACKSON AIRPORT IN JACKSON, MS TO ATTEND A MISSISSIPPI AIRPORT ASSOCIATION BOARD OF DIRECTORS MEETING ON AUGUST 15, 2017.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF A REQUEST FOR IN-KIND SERVICES BY THE RELAY FOR LIFE OF OKTIBBEHA COUNTY TO PLACE A BANNER OVER MAIN STREET AUGUST 6-11, 2017.
- b. DISCUSSION AND CONSIDERATION OF APPOINTMENT OF RYAN ASHFORD TO THE VACANT POSITION ON THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF THREE YEARS TO END AUGUST 1, 2020.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF ACCEPTING THE QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$3,100.00 TO COMPLETE THE GREEN STREET DRAINAGE PROJECT- PHASE 1 WITH FUNDS COMING FROM WARD 5 DISCRETIONARY FUNDS.

2. CONSIDERATION OF ACCEPTING THE QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$4,900.00 TO INCREASE THE CAPACITY OF EXISTING INLETS ON JACKSON ST. WITH FUNDS COMING FROM WARD 5 DISCRETIONARY FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 26, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
2. CONSIDERATION OF A LEASE AGREEMENT PROPOSAL WITH BANCORP SOUTH EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF \$ 29,327.00 OVER FIVE YEARS AT 2.52% INTEREST FOR THE LEASE PURCHASE OF A FORD F-150 TO BE USED BY SFD FIRE MARSHALLS AND TO BE PAID FROM STATE REBATE FUNDS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. CONSIDERATION OF THE APPROVAL FOR TRENT HELMS, GERRY LOGAN, WILLIAM POCHOP, AND LISA COX TO ATTEND THE MS PARK AND RECREATION CONVENTION OCTOBER 16-18, 2017 IN TUPELO, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$1760.00 FOR CONFERENCE WITH ADDITIONAL CONSIDERATION FOR WILLIAM POCHOP TO BE ALLOWED ONE HOTEL ROOM ON WEDNESDAY NIGHT WITH ADVANCE TRAVEL NOT TO EXCEED \$1760.00 FOR CONFERENCE.
2. CONSIDERATION OF THE APPROVAL OF GERRY LOGAN TO ATTEND THE NATIONAL PARK AND RECREATION CONVENTION SEPTEMBER 26-28, 2017 IN NEW ORLEANS, LA WITH ADVANCE TRAVEL NOT TO EXCEED \$1854.28.
3. CONSIDERATION OF THE APPROVAL TO REMOVE 1986 GMC DUMP TRUCK SIERRA 3500 FROM CITY INVENTORY WITH VIN # BC26299 AND TO SELL TO THE HIGHEST BIDDER.
4. CONSIDERATION OF THE APPROVAL TO REMOVE 1975 FORD 3600 TRACTOR FROM CITY INVENTORY WITH SERIAL NUMBER B70516 AND SELL TO THE HIGHEST BIDDER.

5. CONSIDERATION OF THE APPROVAL TO REMOVE 1987 GMC CUSTOM DELUXE TRUCK VIN # 1GCDR14Z3HF371450 TO SELL TO THE HIGHEST BIDDER.
6. CONSIDERATION OF THE APPROVAL TO REMOVE SAND PROSGOLF CARTS/XMARK MOWERS/TRAC VAC/ FROM CITY INVENTORY AND TO SELL TO THE HIGHEST BIDDER FOR PARTS.

I. PERSONNEL

1. CONSIDERATION OF THE APPROVAL TO HIRE STEPHEN COLEMAN AND KENDRICK BISHOP AS MAINTENANCE WORKERS FOR THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.
2. CONSIDERATION OF ADOPTING THE JOB DESCRIPTION FOR A PROCESSING CLERK, AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF A PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
3. CONSIDERATION TO ADVERTISE FOR A WAREHOUSE MANAGER IN THE STARKVILLE UTILITIES-WATER/SEWER DEPARTMENT, AND ALLOW CASEY JOHNSON TO WORK PART TIME AS A WATER OPERATOR, AS NEEDED.

J. POLICE DEPARTMENT

1. CONSIDERATION OF THE APPROVAL TO ENTER INTO A GRANT AGREEMENT M5X-2018-MD-23-11 WITH THE MS OFFICE OF HIGHWAY SAFETY WHICH PROVIDES FOR TWO (2) ADDITIONAL FULL TIME DUI ENFORCEMENT OFFICERS AS WELL AS OVERTIME ENFORCEMENT IN THE AREAS OF ALCOHOL AND DRUGGED DRIVING ARRESTS.
2. CONSIDERATION OF THE APPROVAL TO ENTER INTO THE GRANT AGREEMENT PT-2018-PT-23-11 WITH THE MS OFFICE OF HIGHWAY SAFETY WHICH PROVIDES FOR OVERTIME ENFORCEMENT IN THE AREAS OF TRAFFIC LAW ENFORCEMENT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION AND INSTALLATION OF SANITARY SEWER PUMP STATION MODIFICATIONS.
2. REQUEST AUTHORIZATION TO PROCEED WITH INSTALLATION OF APPROXIMATELY 5,000 FEET OF IDENTIFIED SEWER LINE AND TAPS AS PART OF THE SEWER REHABILITATION PROGRAM PER COMMITMENT TO THE EPA AGENCY WITH AN EXPECTED TOTAL COST OF \$299,841 UTILIZING APPROVED SOURCE OF SUPPLY MATERIALS AND LABOR.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR WATER DIVISION MATERIAL FOR THE PERIOD JULY 1, 2017 THROUGH DECEMBER 31, 2017.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL AUGUST 15, 2017 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 3 – 30:

3. CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 20, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF INVOICE NO.’S 1878 AND 1887 FROM PEPPER SURVEYING AND MAPPING, LLC FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the payment of Invoice No.’s 1878 (\$645) and 1887 (\$995) from Pepper Surveying and Mapping, LLC for payment under Miss. Code Section 25-1-47” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVING IN-KIND SERVICES DURING THE RALLY HELD IN STURGIS MS BETWEEN AUGUST 17 THROUGH AUGUST 20, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval of in-kind services in the amount of \$1,570 for Sanitation and Environmental Services to provide sanitation services during The Rally held in Sturgis MS between August 17 through August 20, 2017 and in-kind services from the Starkville Police Department for holding traffic in intersections through the city limits and in-kind services from the Utilities Department for hanging the Banner across Main Street” is enumerated, this consent item is thereby approved.

6. CONSIDERATION AND REVIEW OF ITEM NO. 10 OF THE MINUTES FROM MAY 3, 2016 OF THE STARKVILLE BOARD OF ALDERMEN TO CONSIDER A CLARIFICATION, NUNC PRO TUNC, TO ACCURATELY REFLECT THE WILL AND INTENT OF THE BOARD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval of clarifying Item No. 10 of the Minutes from May 3, 2016 of the Starkville Board of Aldermen, nunc pro tunc, to specify the Board’s intent that “the street level floor of any buildings that face University Drive shall have at a minimum 1/3 non-residential uses along its frontage” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF A RESOLUTION RECOGNIZING AND COMMENDING THE HONORABLE REPRESENTATIVE TYRONE ELLIS FOR HIS SERVICE TO THE CITIZENS OF THE CITY OF STARKVILLE, MISSISSIPPI.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "Resolution recognizing and commending the Honorable Representative Tyrone Ellis for his service to the citizens of the City of Starkville, Mississippi" is enumerated, this consent item is thereby approved.

**A RESOLUTION RECOGNIZING AND COMMENDING THE HONORABLE
REPRESENTATIVE TYRONE ELLIS FOR HIS SERVICE TO THE CITIZENS OF THE CITY OF
STARKVILLE, MISSISSIPPI**

Whereas, longtime Mississippi State Representative. Tyrone Ellis announced Friday, June 30, 2017 that he is retiring after 38 years in the Legislature; and,

Whereas, Representative Tyrone Ellis was born July 31, 1946 in Starkville, Mississippi, and is married to the former Arella Rena. They have two children Stephen Tyroin and Stephanie Renee and currently serves as pastor of Running Water Baptist Church in Noxubee county; and,

Whereas, in 1979, Representative Ellis was one of the first African-Americans elected to the Mississippi Legislature after the reconstruction era. He was first elected to the 122-member House in November 1979 and took office in January 1980; and,

Whereas, Representative Tyrone Ellis is the first member to serve as Majority Leader of the House of Representatives and he led the House Democrats with distinction starting in 2008. He is one of the longest serving African-Americans in the Mississippi legislature; and

Whereas, Representative Ellis was elected to represent Clay, Lowndes, and Oktibbeha counties in District 38. During his years of service to that body he has worked diligently to honor the best interests of his district and to improve the quality of life for all Mississippians; and

Whereas, throughout his decorated tenure as a member of the House, Representative Ellis served as the Majority Leader of the House, the first to hold that position when created in 2008. He served as Chairman of the Public Utilities Committee as well as serving as a member of the Corrections, Judiciary B, Ways and Means, Elections and Accountability, Efficiency and Transparency committees; and

Whereas, Representative Tyrone Ellis is rightfully honored on this day for his service to the City of Starkville and Oktibbeha County and Mississippi State University for his many accomplishments as a member of the Mississippi House of Representatives. His tireless work on behalf of his constituents and all the citizens of this great state is justly acknowledged, and for his 38 years of service as a legislator, for the countless hours he has spent working on behalf of his district, and for his many achievements he is hereby commended and granted best wishes as he begins a new chapter of his life.

NOW, THEREFORE, BE IT RESOLVED, THAT THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE hereby express their gratitude to Representative Ellis for his service to District 38 for his sound leadership and valued contributions to the City of Starkville; and

BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen of the City of Starkville wish Representative Ellis continued success in all his endeavors and express our hope for his continued health, happiness and prosperity; and

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to Representative Tyrone Ellis as a token of our enduring respect.

8. CONSIDERATION OF AUTHORIZATION THAT THE CITY OF STARKVILLE CONCUR WITH PREVIOUS BOARD'S COMMITMENT OF MATCHING FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "authorization that the City of

Starkville concur with previous Board's April 18, 2017 commitment of matching funds other than CDBG funds to a project under the Mississippi Community Development Block Grant (CDBG) program" is enumerated, this consent item is thereby approved.

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN CDBG FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Community Development Block Grant (CDBG) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Mississippi Community Development Block Grant Program; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage CDBG Public Facilities funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby concur with the previous board's commitment of matching funds for the project equal to the amount of the awarded grant not to exceed \$600,000 to be derived from a Mississippi Capital Improvements Revolving Loan Fund Program (CAP Loan) to leverage said CDBG funds for the proposed public facilities sewer improvements project to alleviate a threat to health and meet the threshold requirements of the CDBG program.

9. CONSIDERATION OF CITY OF STARKVILLE CONTRACT FOR LEGAL SERVICES WITH CHRIS LATIMER OF MITCHELL, MCNUTT & SAMS, PA FOR TERM OF AUGUST 1, 2017 THROUGH JUNE 30, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the City Of Starkville contract for legal services with Chris Latimer of Mitchell, McNutt & Sams, PA for term of August 1, 2017 through June 30, 2021" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF AMENDED TIMELINE FOR THE SUBMISSION OF ITEMS FOR THE BOARD AGENDA.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda. and to accept items for consent, whereby the "approval that any and all items for agenda submission be provided electronically and in hard copy form to the appropriate city staff no later than 5:00 p.m. on the Tuesday preceding the meeting at which they are to be considered; and that the Mayor and Board submit items by noon on the preceding Thursday" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVAL OF AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO THE JACKSON AIRPORT IN JACKSON, MS TO ATTEND A MISSISSIPPI AIRPORT ASSOCIATION BOARD OF DIRECTORS MEETING ON AUGUST 15, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda. and to accept items for consent, whereby the "approval for Airport Director Rodney

Lincoln to travel to the Jackson Airport in Jackson, MS to attend a Mississippi Airport Association Board of Directors Meeting on August 15, 2017” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF A REQUEST FOR IN-KIND SERVICES BY THE RELAY FOR LIFE OF OKTIBBEHA COUNTY TO PLACE A BANNER OVER MAIN STREET AUGUST 6-11, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval of in-kind services for the placement of a banner over Main Street for Relay for Life of Oktibbeha County” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPOINTMENT OF RYAN ASHFORD TO THE VACANT POSITION ON THE HISTORIC PRESERVATION COMMISSION FOR A TERM OF THREE YEARS TO END AUGUST 1, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “re-appointment of Ryan Ashford to the vacant position on the Historic Preservation Commission for a term of three years with the term to begin August 1, 2017 and end August 1, 2020 upon board approval” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF ACCEPTING THE QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$3,100.00 TO COMPLETE THE GREEN STREET DRAINAGE PROJECT- PHASE 1 WITH FUNDS COMING FROM WARD 5 DISCRETIONARY FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the quote from Terry Stidham Construction in the amount of \$3,100.00 to complete the Green Street Drainage Project- Phase 1 with funds coming from Ward 5 discretionary funds” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF ACCEPTING THE QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$4,900.00 TO INCREASE THE CAPACITY OF EXISTING INLETS ON JACKSON ST. WITH FUNDS COMING FROM WARD 5 DISCRETIONARY FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the quote from Terry Stidham Construction in the amount of \$4,900.00 to increase the capacity of existing inlets with funds coming from Ward 5 discretionary funds” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 26, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Claims Docket for all departments as of July 26 2017 for fiscal year ending 9/30/17. acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 144,498.06
Restricted Police Fund	002	3,793.37

Airport Fund	015	7,507.90
Sanitation	022	15,748.83
Landfill	023	8,890.42
Computer Assessments	107	500.00
Police Dept Renovations	135	497,288.31
Park and Recreation	375	11,235.36
Trust & Agency	610	19,328.37
Economic Dev, Tourism & Conv	630	79,822.61
Sub Total Before Utilities		\$ 788,613.23
Utilities Dept.	SED	243,532.49
Total Claims	Total	\$ 1,032,145.72

17. CONSIDERATION OF A LEASE PROPOSAL WITH BANCORP SOUTH EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF \$ 29,327.00 OVER FIVE YEARS AT 2.52% INTEREST FOR THE LEASE PURCHASE OF A FORD F-150 TO BE USED BY SFD FIRE MARSHALLS AND TO BE PAID FROM STATE REBATE FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "Approval of a lease with Bancorp South Equipment Finance Corporation in the amount of \$29,327.00 over five years at 2.52% interest for the lease purchase of a Ford F-150 to be used by SFD Fire Marshalls and to be paid from State Rebate Funds" is enumerated, this consent item is thereby approved.

Two quotes received: Bancorp South – 2.52% and Trustmark – 2.91%

18. CONSIDERATION OF THE APPROVAL FOR TRENT HELMS, GERRY LOGAN, WILLIAM POCHOP, AND LISA COX TO ATTEND THE MS PARK AND RECREATION CONVENTION OCTOBER 16-18, 2017 IN TUPELO, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$1760.00 FOR CONFERENCE WITH ADDITIONAL CONSIDERATION FOR WILLIAM POCHOP TO BE ALLOWED ONE HOTEL ROOM ON WEDNESDAY NIGHT WITH ADVANCE TRAVEL NOT TO EXCEED \$1760.00 FOR CONFERENCE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "approval for Trent Helms, Gerry Logan, William Pochop, and Lisa Cox to attend the Mississippi Park and Recreation Convention October 16-18 in Tupelo, MS with the additional consideration for William Pochop to be allowed one hotel room on Wednesday night with advance travel not to exceed \$1760.00 for conference" is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE APPROVAL OF GERRY LOGAN TO ATTEND THE NATIONAL PARK AND RECREATION CONVENTION SEPTEMBER 26-28, 2017 IN NEW ORLEANS, LA WITH ADVANCE TRAVEL NOT TO EXCEED \$1854.28.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "approval of Gerry Logan to attend the National Park and Recreation Convention September 26-28 in New Orleans, LA with advance travel not to exceed \$1854.28" is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE APPROVAL TO REMOVE 1986 GMC DUMP TRUCK SIERRA 3500 FROM CITY INVENTORY WITH VIN # BC26299 AND TO SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to remove 1986 GMC Dump Truck Sierra 3500 from city inventory with VIN # BC26299 and to sell to the highest bidder” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF THE APPROVAL TO REMOVE 1975 FORD 3600 TRACTOR FROM CITY INVENTORY WITH SERIAL NUMBER B70516 AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to remove 1975 Ford 3600 tractor from city inventory with Serial Number B70516 and sell to the highest bidder” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF THE APPROVAL TO REMOVE 1987 GMC CUSTOM DELUXE TRUCK VIN # 1GCDR14Z3HF371450 TO SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to remove 1987 GMC Custom Deluxe VIN # 1GCDR14Z3HF371450 to sell to the highest bidder” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF THE APPROVAL TO REMOVE SAND PROSGOLF CARTS/XMARK MOWERS/TRAC VAC/ FROM CITY INVENTORY AND TO SELL TO THE HIGHEST BIDDER FOR PARTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization of the removal of Sand Pro 2020/Golf Carts/Xmark mowers/Trac Vac/ from city inventory and to sell to the highest bidder for parts” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF THE APPROVAL TO HIRE STEPHEN COLEMAN AND KENDRICK BISHOP AS MAINTENANCE WORKERS FOR THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Stephen Coleman and Kendrick Bishop as Maintenance Workers for the Sanitation & the Environmental Services Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ADVERTISE FOR A WAREHOUSE MANAGER IN THE STARKVILLE UTILITIES-WATER/SEWER DEPARTMENT, AND ALLOW CASEY JOHNSON TO WORK PART TIME AS A WATER OPERATOR, AS NEEDED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Warehouse Manager in the Starkville Utilities-Water/Sewer Department, and allow Casey Johnson to work part time as a Water Operator, as needed” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF THE APPROVAL TO ENTER INTO A GRANT AGREEMENT M5X-2018-MD-23-11 WITH THE MS OFFICE OF HIGHWAY SAFETY WHICH PROVIDES FOR TWO (2) ADDITIONAL FULL TIME DUI ENFORCEMENT OFFICERS AS WELL AS OVERTIME ENFORCEMENT IN THE AREAS OF ALCOHOL AND DRUGGED DRIVING ARRESTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to enter into the grant agreement with the Mississippi Office of Highway Safety concerning grant number M5X-2018-MD-23-11 which is the DUI Enforcement grant for FY18 in the amount of \$73,045.60 with this grant providing for two (2) additional full time DUI enforcement officers as well as overtime enforcement in the areas of alcohol and drugged driving arrests” is enumerated, this consent item is thereby approved.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR
July 24, 2017

MARSHALL L. FISHER
COMMISSIONER

Lynn Spruill, Mayor
City of Starkville
Starkville Police Department
110 West Main Street
Starkville, MS 39759

Dear Mayor Spruill

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Starkville Grant Agreement for the Fiscal Year 2018. Your agency has been approved for 405D Alcohol and Drug Impaired Driving, in the amount of \$73,045.60, pending final review and approval by NHTSA in the FY18 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency authorized official (Mayor, Board of Supervisor, President, Board President, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency at an upcoming Implementation meeting.

All FY18 grant activities begin October 1, 2017 and must be concluded by September 30, 2018. In addition, the FY18 Sub-Grantee Closeout Report must be received at the MOHS, no later than COB November 15, 2018.

Please thoroughly read the grant agreement, certifications and assurances, as changes have been made for FY18. **Your completed grant agreement must be returned to the MOHS by COB August 11, 2017.** Please make sure that you complete the following documents, in their entirety and all forms are signed by the Authorized Signatory Official (Board President or Mayor), when returning the grant agreement:

1. Signature Page (original signature in BLUE ink);
2. Completed Agreement of Understanding & Compliance;
3. Completed Governmental Resolution Form; and
4. Enclose a copy of your agency's leave policy, overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2017–September 30, 2018)

Failure to return your completed grant agreement and required documents by the above stated date, will result in the reallocation of grant funds. Please mail the completed grant agreement and required documents to the following address:

Mississippi Office of Highway Safety
Attn. Tenicia Speech
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Sonya Williams if you should have any questions concerning the completion of the grant agreement. You may reach your Traffic Safety Specialist at 601-977-3726 or sdwilliams@dps.ms.gov.

Regards,

Tenicia Speech, Impaired Driving Division Director
Mississippi Office of Highway Safety

FY18 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name City of Starkville/Starkville Police Department 101 East Lampkin Street Starkville, Mississippi 39759 Telephone Number: 662-323-4131 FAX: 662-324-4016 E-Mail: t.wells@cityofstarkville.org		2. Effective Date of Grant: October 1, 2017 3. Subgrant Number: MSX-2018-MD-23-11 4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY18 5. Beginning and Ending Dates: October 1, 2017 thru September 30, 2018 6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method			
7. CFDA # - 20.616		8. DUNS # - 782430557		9. Congressional District - 3	
10. A.FAIN #: 18X920405DMS17		11.A: Initial Federal Award Date: December 1, 2016		12. Research and Development Grant: Yes <u> X </u> No	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:			
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$72,645.60	(1) Federal	\$73,045.60		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$400.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$73,045.60		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 2	405D	402PT	Total
TOTAL	\$73,045.60	TOTAL:	\$73,045.60	\$15,000.00	\$88,045.60
The Subgrantee agrees to operate the program outlined in this agreement in accordance with all provisions of this agreement as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.					
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
14. Approved for Grantee:			15. Approved for Sub-grantee:		
Signature _____ Date _____ Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety			Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville		

FY18 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY18.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time and full time), travel that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY18 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Starkville Police Department

List the target(s) that the sub-grantee will accomplish during the FY18 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The Jurisdiction/agency of Starkville will maintain the number of alcohol related fatalities from 0 in 2015 to 0 by the end of 2018.

The Jurisdiction/agency of Starkville will reduce the number of alcohol related injuries from 5 in 2015 to 4 by the end of 2018.

The Jurisdiction/agency of Starkville will maintain the number of drug related injuries from 0 in 2015 to 0 by the end of 2018.

Performance Measures:

Increase the number of grant funded DUI Arrest from 252 in 2016 to 260 by the end of 2018.

Increase the number of grant funded DUI Other arrest from 21 in 2016 to 24 by the end of 2018.

Strategies:

Select or Hire Full-Time officers

Overtime Enforcement

12 Checkpoints

20 Saturation patrols

Conduct DRE evaluations as requested

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend LEL Troop Network meetings

Participate in the National blitz campaigns with enhanced DUI Enforcement:

Drive Sober or Get Pulled Over-Christmas/New Year's

Drive Sober or Get Pulled Over-Labor Day

Participate in the State blitz campaigns with enhanced DUI Enforcement:

Super Bowl

Memorial Day

4th July

FY18 MOHS TASKS BY QUARTERS

AGENCY NAME: Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of (65) DUI Arrest citations during quarter, to reach 100% goal of (260) for FY18.

Issue a minimum of (6) DUI Other Arrest during quarter, to reach 100% goal of (24) for FY2018

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for 1st Quarter: \$18,761.40

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of (65) DUI Arrest citations during quarter, to reach 100% goal of (260) for FY18.

Issue a minimum of (6) DUI Other Arrest during quarter, to reach 100% goal of (24) for FY2018

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television or radio presentations.

Projected Expenditures for 2nd Quarter: \$18,361.40

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of (65) DUI Arrest citations during quarter, to reach 100% goal of (260) for FY18.

Issue a minimum of (6) DUI Other citations during quarter, to reach 100% goal of (24) for FY18.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement.

Projected Expenditures for 3rd Quarter: \$17,561.40

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of (65) DUI Arrest citations during quarter, to reach 100% goal of (260) for FY18.

Issue a minimum of (6) DUI Other Arrest during quarter, to reach 100% goal of (24) for FY2018.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national DSOGPO Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentation

Projected Expenditures for 4th Quarter: \$18,761.40

FY18 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department		3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2017	5. Ending: September 30, 2018
2. Subgrant Number: M5X-2018-MD-23-11				
6. Activity: Alcohol and Drug Impaired Driving				
8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget Federal	All Other	Total
Personal Services-Salary	Full-Time Officer @ approx. \$15.66 per hour X 2080 hrs = \$32,572.80 Full-Time Officer @ approx. \$15.66 per hour X 2080 hrs = \$32,572.80 Officers Over-Time or Regular Time above and beyond normal work hours @ approx. \$25.00 per hour X approx. 300 hrs = \$7,500.00 Total Salaries: \$72,645.60	\$72,645.60		\$72,645.60
Travel	<u>In State Highway Safety Training (Must Be Pre-Approved)</u> (2) people X \$200.00 each (registration fee only) = \$400.00 Total Travel: \$400.00	\$400.00		\$400.00
TOTALS		\$73,045.60		\$73,045.60

Mississippi Office of Highway Safety

FY18 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

- E. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status quarterly and shall be submitted to the State no later than the 10th working day following the end of each quarter.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-grantee shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-grantee further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00 must be approved in writing from the National Highway Traffic Safety Administration before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel-All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel- All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective until both parties have executed the modification.
- C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-grantee and used for project related expenses or to offset eligible expenses with the approval of the MS Office of Highway Safety.
- E. Local government Sub-grantee **must complete** the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- F. Sub-grantee must maintain in the agency grant file the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy(Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- G. Sub-grantee must submit to the MS Office of Highway Safety a copy of the following policy(s):
- Payroll Schedule- To payroll period begin and payroll end dates & check date).
 - Leave policy (vacation, sick leave, holiday, & compensatory time)
 - Overtime Policy
- H. All training received under federal funded programs must be program related and the Sub-grantee must maintain a copy of the certificate of completion and must be available for inspection in the Sub-grantee grant file. A copy of the certificate of completion must be submitted to the MOHS for reimbursement of training expenses.
- I. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the agency's grant file.
- J. Implementation of Agreement: All sub-grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- K. Termination of Agreement:
- In the event of Sub-grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. Before issuing notice of termination of this agreement, the MS Office of Highway Safety, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
 - Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

- Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).

- Overtime for police officers attending drug recognition expert training.

D. Program Administration

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Drug impaired activities, equipment and drug impaired training is not allowable with Sections 154/164 funds.

E. Lobbying

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Full Time Officer's salary for training. MOHS will reimburse an officer's salary as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant agreement. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS agreement. Any training or training assistance that is claimed and not listed in the approved MOHS agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:
 “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR: SUB-GRANTEE GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

A copy of the vehicular pursuit policy must be maintained in the Sub-grantee grant file. This original signed form, together with the pertinent state, county or local policies to include, but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)
Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-grantee with a LEL Network Coordinator Grant **must hold** at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-grantees Only)**
2. Sub-grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-grantees Only)**
3. Sub-grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other

citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement will result in the withholding of reimbursement payments.

6. Sub-grantee **is required** to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402)funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Subgrantee **agrees and commits** to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Full Time DUI/Impaired Officer(s) Shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-grantee **must engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **must submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement will result in the withholding of reimbursement payments.
3. Sub-Grantee **must generate** earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy within ninety (90) days of completion of an audit of the agency.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (Sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement.

I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

_____	_____
Authorized Official's Signature (Sub-Grantee)	Date

_____	_____
[Typed or Printed Name]	[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "**SUB-GRANTEE**" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION _____ **MISSISSIPPI,**
THIS _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Sub-grantee has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman of the Board/Mayor - Blue Ink)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

27. CONSIDERATION OF THE APPROVAL TO ENTER INTO THE GRANT AGREEMENT PT-2018-PT-23-11 WITH THE MS OFFICE OF HIGHWAY SAFETY WHICH PROVIDES FOR OVERTIME ENFORCEMENT IN THE AREAS OF TRAFFIC LAW ENFORCEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to enter into the grant agreement in the amount of \$15,000 with the Mississippi Office of Highway Safety concerning grant number PT-2018-PT-23-11 which is the Police Traffic Safety grant for FY18 with this grant provides for overtime enforcement in the areas of traffic law enforcement” is enumerated, this consent item is thereby approved.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 24, 2017

Lynn Spruill, Mayor
City of Starkville
Starkville Police Department
Starkville, MS 39759

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Starkville Grant Agreement for the Fiscal Year 2018. Your agency has been approved for 402 Police Traffic Services, in the amount of \$15,000.00, pending final review and approval by NHTSA in the FY18 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency authorized official (Mayor, Board of Supervisor, President, Board President, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency at an upcoming Implementation meeting.

All FY18 grant activities begin October 1, 2017 and must be concluded by September 30, 2018. In addition, the FY18 Sub-Grantee Closeout Report must be received at the MOHS, no later than COB November 15, 2018.

Please thoroughly read the grant agreement, certifications and assurances, as changes have been made for FY18. **Your completed grant agreement must be returned to the MOHS by COB August 11, 2017.** Please make sure that you complete the following documents, in their entirety and all forms are signed by the Authorized Signatory Official (**Board President or Mayor**), when returning the grant agreement:

1. Signature Page (original signature in BLUE ink);
2. Completed Agreement of Understanding & Compliance;
3. Completed Governmental Resolution Form; and
4. Enclose a copy of your agency's leave policy, overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2017 - September 30, 2018)

Failure to return your completed grant agreement and required documents by the above stated date, will result in the reallocation of grant funds. Please mail the completed grant agreement and required documents to the following address:

Mississippi Office of Highway Safety
Attn. Robin Layton
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Sonya Williams if you should have any questions concerning the completion of the grant agreement. You may reach your Traffic Safety Specialist at 601-977-3726 or sdwilliams@dps.ms.gov.

In pursuit of public safety,

Robin Layton, Occupant Protection/Police Traffic Services Division Director
Mississippi Office of Highway Safety

1025 NORTH PARK DRIVE • RIDGELAND, MISSISSIPPI 39157 • TELEPHONE 601-977-3700 • www.dps.state.ms.us

FY18 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name City of Starkville/Starkville Police Department 101 East Lampkin Street Starkville, Mississippi 39759 Telephone Number: 662-323-4131 FAX: 662-324-4016 E-Mail: twells@cityofstarkville.org		2. Effective Date of Grant: October 1, 2017 3. Subgrant Number: PT-2018-PT-23-11 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY18 5. Beginning and Ending Dates: October 1, 2017 thru September 30, 2018 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 782430557	
9. Congressional District -- MS03			
10. A.FAIN #: 18X9204020MS17	11.A: Initial Federal Award Date: 1/19/2017	12. Research and Development Grant: ____ Yes ☒ No	
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:		
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$15,000.00	(1) Federal	\$15,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$15,000.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT
			405D
			Total
TOTAL	\$15,000.00	TOTAL:	\$15,000.00
			\$73,045.60
			\$88,045.60
The Subgrantee agrees to operate the program outlined in this agreement in accordance with all provisions of this agreement as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-grantee:	
Signature	Date	Signature	Date
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: Lynn Spruill Title: Mayor, City of Starkville	

FY18 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY18.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part time that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY18 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Starkville Police Department

List the target(s) that the sub-grantee will accomplish during the FY18 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of unbelted injuries from 6 in 2015 to 6 by the end of 2018.

The jurisdiction/agency of Starkville Police Department will reduce the number of speed related injuries from 4 in 2015 to 3 by the end of 2018.

Performance Measures:

Increase the number of grant funded Seatbelt citations by 3% from 757 in FY16 to 688 in FY18.

Increase the number of grant funded Child Restraint citations by 5% from 23 in FY16 to 24 in FY18.

Increase the number of grant funded Speed citations by 5% from 94 in FY16 to 99 in FY18.

Strategies:

Overtime Enforcement

4 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct 12 of education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

FY18 MOHS TASKS BY QUARTERS

AGENCY NAME: STARKVILLE POLICE DEPARTMENT

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 195 Seat Belt citations during quarter, to reach 25% goal of 780 for FY2018.

Issue a minimum of 6 Child Restraint citations during quarter, to reach 25% goal of 24 for FY2018.

Issue a minimum of 25 Speed citations during quarter, to reach 25% goal of 99 for FY2018.

Agency will conduct a not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Thanksgiving and Christmas/New Year's blitz campaign with enhanced PT enforcement.

Projected Expenditures for 1st Quarter: \$3,750.00

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: STARKVILLE POLICE DEPARTMENT

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 195 Seat Belt citations during quarter, to reach 25% goal of 780 for FY2018.

Issue a minimum of 6 Child Restraint citations during quarter, to reach 25% goal of 24 for FY2018.

Issue not less than a minimum of 25 Speed citations during quarter, to reach 25% goal of 99 for FY2018.

Agency will conduct a not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement.

Projected Expenditures for 2nd Quarter: \$3,750.00

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: STARKVILLE POLICE DEPARTMENT

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 8 saturation patrols during quarter.

Issue a minimum of 195 Seat Belt citations during quarter, to reach 25% goal of 780 for FY18.

Issue a minimum of 6 Child Restraint citations during quarter, to reach 25% goal of 24 for FY2018.

Issue a minimum of 25 Speed citations during quarter, to reach 25% goal of 99 for FY2018.

Agency will conduct a not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for 3rd Quarter: \$3,750.00

FY18 MOHS TASK BY QUARTERS

AGENCY NAME: STARKVILLE POLICE DEPARTMENT

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 195 Seat Belt citations during quarter, to reach 25% goal of 780 for FY18.

Issue a minimum of 6 Child Restraint citations during quarter, to reach 25% goal of 24 for FY2018.

Issue a minimum of 24 Speed citations during quarter, to reach 25% goal of 99 for FY2018.

Agency will conduct a not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT enforcement.

Projected Expenditures for 4th Quarter: \$3,750.00

FY18 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department		3. Grant ID: 402 Police Traffic Services FY18		4. Beginning: October 1, 2017	5. Ending: September 30, 2018
2. Subgrant Number: PT-2018-PT-23-11					
6. Activity: Police Traffic Services					
8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget Federal	All Other	Total	
Personal Services-Salary	Officers Over-Time or Regular Time above and beyond normal work hours @ approx. \$25.00 X approx. 600 Hours = \$15,000.00 Total Salaries = \$15,000.00 Not to exceed \$15,000.00	\$15,000.00		\$15,000.00	
Personal Services-Fringe					
Contractual Services					
Travel					
Equipment					
Commodities					
Indirect Costs					
TOTALS		\$15,000.00		\$15,000.00	

Mississippi Office of Highway Safety

FY18 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

- E. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status quarterly and shall be submitted to the State no later than the 10th working day following the end of each quarter.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-grantee shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-grantee further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00 must be approved in writing from the National Highway Traffic Safety Administration before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel-All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel- All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective until both parties have executed the modification.
- Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-grantee and used for project related expenses or to offset eligible expenses with the approval of the MS Office of Highway Safety.
- Local government Sub-grantee must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

- F. Sub-grantee must maintain in the agency grant file the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- G. Sub-grantee must submit to the MS Office of Highway Safety a copy of the following policy(s):
- Payroll Schedule- To payroll period begin and payroll end dates & check date).
 - Leave policy (vacation, sick leave, holiday, & compensatory time)
 - Overtime Policy
- H. All training received under federal funded programs must be program related and the Sub-grantee must maintain a copy of the certificate of completion and must be available for inspection in the Sub-grantee grant file. A copy of the certificate of completion must be submitted to the MOHS for reimbursement of training expenses.
- I. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the agency's grant file.
- J. Implementation of Agreement: All sub-grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- K. Termination of Agreement:
- In the event of Sub-grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. Before issuing notice of termination of this agreement, the MS Office of Highway Safety, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
 - Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

- Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 210 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).

- Overtime for police officers attending drug recognition expert training.

D. Program Administration

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Drug impaired activities, equipment and drug impaired training is not allowable with Sections 154/164 funds.

E. Lobbying

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Full Time Officer's salary for training. MOHS will reimburse an officer's salary as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant agreement. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS agreement. Any training or training assistance that is claimed and not listed in the approved MOHS agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

NONDISCRIMINATION **(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:
 “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR: SUB-GRANTEE GRANTEEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

A copy of the vehicular pursuit policy must be maintained in the Sub-grantee grant file. This original signed form, together with the pertinent state, county or local policies to include, but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)
Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-grantee with a LEL Network Coordinator Grant **must hold** at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-grantees Only)**
2. Sub-grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-grantees Only)**
3. Sub-grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other

citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement will result in the withholding of reimbursement payments.

6. Sub-grantee **is required** to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402)funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Subgrantee **agrees and commits** to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Full Time DUI/Impaired Officer(s) Shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-grantee will engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-grantee must engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-grantee must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-grantee will submit forms containing the number of child restraint/safety belt citations, etc. and must submit by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement will result in the withholding of reimbursement payments.
3. Sub-Grantee must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy within ninety (90) days of completion of an audit of the agency.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, _____ (Sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement.

I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorized Official's Signature
(Sub-Grantee)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (entitled) _____ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION _____ **MISSISSIPPI,**
THIS _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. That the Sub-grantee has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman of the Board Mayor Blue Ink)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

28. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION AND INSTALLATION OF SANITARY SEWER PUMP STATION MODIFICATIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to advertise for bids for construction and installation of sanitary sewer pump station modifications" is enumerated, this consent item is thereby approved.

These modifications will include installation of new pump bases and slide rail retrieval systems, new station piping and valves, new wetwell tops and access hatches, new emergency forcemain connection, providing a new diesel fired trailer mounted bypass pump and other accessories. The modifications will be for twelve (12) wastewater pump stations in the City of Starkville.

29. CONSIDERATION OF AUTHORIZATION TO PROCEED WITH INSTALLATION OF APPROXIMATELY 5,000 FEET OF IDENTIFIED SEWER LINE AND TAPS AS PART OF THE SEWER REHABILITATION PROGRAM PER COMMITMENT TO THE EPA AGENCY WITH AN EXPECTED TOTAL COST OF \$299,841 UTILIZING APPROVED SOURCE OF SUPPLY MATERIALS AND LABOR.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "authorization to proceed with installation of approximately 5,000 feet of identified sewer line and taps as part of the sewer rehabilitation program per commitment to the Environmental Protection Agency with an expected total cost will be \$299,841 utilizing approved Source of Supply materials and labor" is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR WATER DIVISION MATERIAL FOR THE PERIOD JULY 1, 2017 THROUGH DECEMBER 31, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 1, 2017 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to advertise for source of supply bids for the period July 1, 2017 through December 31, 2017 for the water division" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill invited Police Chief Nichols to discuss the upcoming Police Charity Ball to be held August 5, 2017.

BOARD OF ALDERMEN COMMENTS: Alderman Sistrunk thanked Representative Ellis for his service and invited the public to an event scheduled for August 26, 2017 in his honor.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that citizens are nervous about the Hwy 12 construction where medians are being installed.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

A. PUBLIC HEARING OF VA 17-14: A REQUEST BY FRANK JONES CONSTRUCTION FOR VARIANCE RELIEF FROM FRONT AND SIDE SETBACK REQUIREMENTS FOR THE FINAL PHASE OF COUNTRY CLUB ESTATES IN A R-4 ZONE WITH THE PROPERTY #106-14-013.00

Buddy Sanders presented the request. The applicant is currently developing the final phase of Country Club Estates. They are operating with an approved Preliminary Plat and Infrastructure Plan. Since the time of approval, the applicant has proposed modifying several of the approved lots. As part of these modifications, a Variance will be required for front and side setbacks. A total of 24 lots will need relief from front setback requirements. A total of 5 lots will need relief from the side setback requirements. On July 26, 2017, the Board of Adjustments and Appeals voted 4-0 to recommend approval of the variance request.

66 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 June 27, 2017 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received two phone calls against this request.

Alderman Little asked about the two calls against the request. Mr. Sanders noted the two callers were opposed to the size of the proposed homes. The new layout will yield more footage per lot.

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

Jeremy Tabor discussed the layout of the 24 proposed lots for the final phase of Country Club Estates and the need for the relief from front and side setback requirements.

There being no further comments from the public or the Board, the Mayor announced the public hearing closed.

31. CONSIDERATION OF VA 17-14 A REQUEST BY FRANK JONES CONSTRUCTION FOR VARIANCE RELIEF FROM FRONT AND SIDE SETBACK REQUIREMENTS FOR THE FINAL PHASE OF COUNTRY CLUB ESTATES IN A R-4 ZONE WITH THE PROPERTY #106-14-013.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to grant VA 17-14, a request by Frank Jones Construction for variance relief from front and side setback requirements for the final phase of Country Club Estates in a R-4 Zone with the property #106-14-013.00, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

32. CONSIDERATION OF ADOPTING THE JOB DESCRIPTION FOR A PROCESSING CLERK, AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF A PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Buddy Sanders presented the item. Previously this position was held by Bill Green, who was the Office Manager and Vicki Lowrey, who was the Code Compliance Officer. It was proposed to combine and reclassify those positions in that Ms. Lowrey resigned effective August 3 and Mr. Green effective August 31. The Community Development Director decided it was a great time to look over his organization structure and restructure the department. After conducting a job analysis, a decision was made to potentially hybrid these positions. Discussion followed as to the new software being implemented by the Department and its benefits to the City.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, to request that the Mayor work with Mr. Sanders and Mr. Ashford to evaluate the structure of the Community Development Department and to authorize the hiring of a part time temporary employee if determined one is needed, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

33. MOTION TO RECESS UNTIL AUGUST 15, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until August 15, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



CITY OF STARKVILLE COVERSHEET
SCHOOL BOARD INTERVIEWS

AGENDA ITEM DEPT.: Board
AGENDA DATE: 9-05-2017
PAGE: 1

SUBJECT: INTERVIEWS OF CANDIDATES FOR APPOINTMENT TO THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES

AUTHORIZATION HISTORY:

Mrs. Anne Stricklin resigned from the Starkville-Oktibbeha Consolidated School District Board of Trustees on June 28, 2017. Her term was set to end March, 2019. The position was advertised in the local newspaper and on the City of Starkville web site. Three applications were received and will be interviewed in alphabetic order by last name as follows:

- A. Sumner Davis
- B. Lisa Long
- C. Debra Prince

REQUESTING
DEPARTMENT: Board of Aldermen

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

PUBLIC HEARING NOTICE

“NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR CITY OF STARKVILLE”

The City of Starkville will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2018 on **Tuesday, September 5, 2017 at 5:30 PM and a second public hearing on Friday, September 15, 2017 at 1:00 PM at the Municipal Court Room of City Hall at 110 West Main Street.**

The City of Starkville is now operating with projected total budget revenue of \$20,886,823. 28.10% or \$5,870,000 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has a total projected revenue of \$21,982,305. Of that amount, 27.31% or \$6,005,000 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the ad valorem tax millage rate of 25.58 for fiscal year 2018 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year 2017.

Any citizen of The City of Starkville is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2018 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken. A proposed summary budget will be posted to the City's web site prior to the Public Hearing.

The City of Starkville will adopt the proposed budget and proposed tax levy at a recessed board meeting to be held on September 15, 2017 at 1:00 p.m. at the Municipal Court Room of City Hall at 110 West Main Street.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	6,813,500.00	6,813,500.00	0.00	0.00	-6,813,500.00	0.00 %
220 - LICENSES AND PERMITS	264,250.00	264,250.00	0.00	0.00	-264,250.00	0.00 %
230 - INTERGOVERNMENTAL REVENUES	9,274,741.00	9,274,741.00	0.00	0.00	-9,274,741.00	0.00 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	400.00	400.00	0.00	0.00	-400.00	0.00 %
330 - FINES AND FORFEITS	602,500.00	602,500.00	0.00	0.00	-602,500.00	0.00 %
340 - MISCELLANEOUS	195,000.00	195,000.00	0.00	0.00	-195,000.00	0.00 %
360 - CHARGES FOR SERVICES	290,214.00	290,214.00	0.00	0.00	-290,214.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,541,700.00	4,541,700.00	0.00	0.00	-4,541,700.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,982,305.00	21,982,305.00	0.00	0.00	-21,982,305.00	0.00 %
Revenue Total:	21,982,305.00	21,982,305.00	0.00	0.00	-21,982,305.00	0.00 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,560.00	206,560.00	0.00	0.00	206,560.00	0.00 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
Department: 100 - BOARD OF ALDERMEN Total:	227,560.00	227,560.00	0.00	0.00	227,560.00	0.00 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	417,700.00	417,700.00	0.00	0.00	417,700.00	0.00 %
500 - SUPPLIES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	460,700.00	460,700.00	0.00	0.00	460,700.00	0.00 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	147,600.00	147,600.00	0.00	0.00	147,600.00	0.00 %
500 - SUPPLIES	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
600 - CONTRACTUAL SERVICES	76,750.00	76,750.00	0.00	0.00	76,750.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	229,850.00	229,850.00	0.00	0.00	229,850.00	0.00 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	279,358.00	279,358.00	0.00	0.00	279,358.00	0.00 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	69,500.00	69,500.00	0.00	0.00	69,500.00	0.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 123 - IT Total:	400,858.00	400,858.00	0.00	0.00	400,858.00	0.00 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	377,830.00	377,830.00	0.00	0.00	377,830.00	0.00 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	462,830.00	462,830.00	0.00	0.00	462,830.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
500 - SUPPLIES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	0.00	0.00	31,500.00	0.00 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	50,500.00	50,500.00	0.00	0.00	50,500.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,594.00	67,594.00	0.00	0.00	67,594.00	0.00 %
Department: 160 - ATTORNEY AND STAFF Total:	67,594.00	67,594.00	0.00	0.00	67,594.00	0.00 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	203,000.00	203,000.00	0.00	0.00	203,000.00	0.00 %
Department: 169 - LEGAL Total:	203,000.00	203,000.00	0.00	0.00	203,000.00	0.00 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	211,720.00	211,720.00	0.00	0.00	211,720.00	0.00 %
500 - SUPPLIES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
600 - CONTRACTUAL SERVICES	46,350.00	46,350.00	0.00	0.00	46,350.00	0.00 %
Department: 180 - HUMAN RESOURCES Total:	265,070.00	265,070.00	0.00	0.00	265,070.00	0.00 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	229,560.00	229,560.00	0.00	0.00	229,560.00	0.00 %
500 - SUPPLIES	3,750.00	3,750.00	0.00	0.00	3,750.00	0.00 %
600 - CONTRACTUAL SERVICES	75,750.00	75,750.00	0.00	0.00	75,750.00	0.00 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	314,060.00	314,060.00	0.00	0.00	314,060.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	86,200.00	86,200.00	0.00	0.00	86,200.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	91,200.00	91,200.00	0.00	0.00	91,200.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	0.00	0.00	53,198.00	0.00 %
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:	55,198.00	55,198.00	0.00	0.00	55,198.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
900 - CAPITAL OUTLAY	76,928.00	76,928.00	0.00	0.00	76,928.00	0.00 %
990 - TRANSFERS	75,200.00	75,200.00	0.00	0.00	75,200.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	157,628.00	157,628.00	0.00	0.00	157,628.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	0.00	0.00	31,000.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	0.00	0.00	31,000.00	0.00 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	178,665.00	178,665.00	0.00	0.00	178,665.00	0.00 %
500 - SUPPLIES	2,050.00	2,050.00	0.00	0.00	2,050.00	0.00 %
600 - CONTRACTUAL SERVICES	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00 %
800 - DEBT SERVICE	5,245.00	5,245.00	0.00	0.00	5,245.00	0.00 %
Department: 197 - ENGINEERING Total:	209,960.00	209,960.00	0.00	0.00	209,960.00	0.00 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	101,367.00	101,367.00	0.00	0.00	101,367.00	0.00 %
Department: 200 - POLICE ADMINISTRATION Total:	101,367.00	101,367.00	0.00	0.00	101,367.00	0.00 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,502,500.00	3,502,500.00	0.00	0.00	3,502,500.00	0.00 %
500 - SUPPLIES	249,252.00	249,252.00	0.00	0.00	249,252.00	0.00 %
600 - CONTRACTUAL SERVICES	390,550.00	390,550.00	0.00	0.00	390,550.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
800 - DEBT SERVICE	110,288.00	110,288.00	0.00	0.00	110,288.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	4,292,590.00	4,292,590.00	0.00	0.00	4,292,590.00	0.00 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	163,000.00	163,000.00	0.00	0.00	163,000.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS Total:	163,000.00	163,000.00	0.00	0.00	163,000.00	0.00 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Department: 230 - POLICE TRAINING Total:	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 237 - FIRING RANGE Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	278,500.00	278,500.00	0.00	0.00	278,500.00	0.00 %
Department: 245 - DISPATCHERS Total:	278,500.00	278,500.00	0.00	0.00	278,500.00	0.00 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	114,850.00	114,850.00	0.00	0.00	114,850.00	0.00 %
600 - CONTRACTUAL SERVICES	21,700.00	21,700.00	0.00	0.00	21,700.00	0.00 %
Department: 250 - NARCOTICS BUREAU Total:	136,550.00	136,550.00	0.00	0.00	136,550.00	0.00 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	107,700.00	107,700.00	0.00	0.00	107,700.00	0.00 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 254 - DUI GRANT Total:	110,200.00	110,200.00	0.00	0.00	110,200.00	0.00 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	97,800.00	97,800.00	0.00	0.00	97,800.00	0.00 %
Department: 260 - FIRE ADMINISTRATION Total:	97,800.00	97,800.00	0.00	0.00	97,800.00	0.00 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,690,155.00	3,690,155.00	0.00	0.00	3,690,155.00	0.00 %
500 - SUPPLIES	68,250.00	68,250.00	0.00	0.00	68,250.00	0.00 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	0.00	0.00	151,000.00	0.00 %
900 - CAPITAL OUTLAY	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Department: 261 - FIRE DEPARTMENT Total:	4,009,405.00	4,009,405.00	0.00	0.00	4,009,405.00	0.00 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 263 - FIRE TRAINING Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	74,000.00	74,000.00	0.00	0.00	74,000.00	0.00 %
Department: 264 - FIRE COMMUNICATIONS Total:	74,000.00	74,000.00	0.00	0.00	74,000.00	0.00 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
600 - CONTRACTUAL SERVICES	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	262,250.00	262,250.00	0.00	0.00	262,250.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	6,650.00	6,650.00	0.00	0.00	6,650.00	0.00 %
600 - CONTRACTUAL SERVICES	20,500.00	20,500.00	0.00	0.00	20,500.00	0.00 %
800 - DEBT SERVICE	10,664.00	10,664.00	0.00	0.00	10,664.00	0.00 %
Department: 281 - BUILDING/CODES OFFICE Total:	300,064.00	300,064.00	0.00	0.00	300,064.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	638,365.00	638,365.00	0.00	0.00	638,365.00	0.00 %
500 - SUPPLIES	183,500.00	183,500.00	0.00	0.00	183,500.00	0.00 %
600 - CONTRACTUAL SERVICES	75,500.00	75,500.00	0.00	0.00	75,500.00	0.00 %
800 - DEBT SERVICE	19,697.00	19,697.00	0.00	0.00	19,697.00	0.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	927,062.00	927,062.00	0.00	0.00	927,062.00	0.00 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	0.00	0.00	475,000.00	0.00 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	0.00	0.00	475,000.00	0.00 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	88,936.00	88,936.00	0.00	0.00	88,936.00	0.00 %
500 - SUPPLIES	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
600 - CONTRACTUAL SERVICES	19,400.00	19,400.00	0.00	0.00	19,400.00	0.00 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	0.00	0.00	106,000.00	0.00 %
Department: 360 - ANIMAL CONTROL Total:	218,586.00	218,586.00	0.00	0.00	218,586.00	0.00 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00 %
Department: 500 - LIBRARIES Total:	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	652,200.00	652,200.00	0.00	0.00	652,200.00	0.00 %
500 - SUPPLIES	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00 %
600 - CONTRACTUAL SERVICES	554,170.00	554,170.00	0.00	0.00	554,170.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,326,370.00	1,326,370.00	0.00	0.00	1,326,370.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
900 - CAPITAL OUTLAY	2,216,319.00	2,216,319.00	0.00	0.00	2,216,319.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,236,319.00	2,236,319.00	0.00	0.00	2,236,319.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,499,484.00	2,499,484.00	0.00	0.00	2,499,484.00	0.00 %
Department: 800 - DEBT SERVICE Total:	2,499,484.00	2,499,484.00	0.00	0.00	2,499,484.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,070,000.00	1,070,000.00	0.00	0.00	1,070,000.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,070,000.00	1,070,000.00	0.00	0.00	1,070,000.00	0.00 %
Expense Total:	21,982,305.00	21,982,305.00	0.00	0.00	21,982,305.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	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	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	96,535.00	96,535.00	0.00	0.00	-96,535.00	0.00 %
Department: 000 - UNDESIGNATED Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Revenue Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	0.00	0.00	26,500.00	0.00 %
800 - DEBT SERVICE	99,428.00	99,428.00	0.00	0.00	99,428.00	0.00 %
900 - CAPITAL OUTLAY	100,607.00	100,607.00	0.00	0.00	100,607.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	230,535.00	230,535.00	0.00	0.00	230,535.00	0.00 %
Expense Total:	230,535.00	230,535.00	0.00	0.00	230,535.00	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: 2017-2018 Period Ending: 10/31/2017

Categor...	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	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Revenue Total:	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Expense Total:	25,950.00	25,950.00	0.00	0.00	25,950.00	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: 2017-2018 Period Ending: 10/31/2017

Categor...	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	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
340 - MISCELLANEOUS	125,000.00	125,000.00	0.00	0.00	-125,000.00	0.00 %
360 - CHARGES FOR SERVICES	322,958.00	322,958.00	0.00	0.00	-322,958.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	310,000.00	310,000.00	0.00	0.00	-310,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	828,909.00	828,909.00	0.00	0.00	-828,909.00	0.00 %
Revenue Total:	828,909.00	828,909.00	0.00	0.00	-828,909.00	0.00 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	69,809.00	69,809.00	0.00	0.00	69,809.00	0.00 %
500 - SUPPLIES	329,750.00	329,750.00	0.00	0.00	329,750.00	0.00 %
600 - CONTRACTUAL SERVICES	69,350.00	69,350.00	0.00	0.00	69,350.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
900 - CAPITAL OUTLAY	310,000.00	310,000.00	0.00	0.00	310,000.00	0.00 %
Department: 505 - AIRPORT Total:	828,909.00	828,909.00	0.00	0.00	828,909.00	0.00 %
Expense Total:	828,909.00	828,909.00	0.00	0.00	828,909.00	0.00 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Department: 000 - UNDESIGNATED Total:	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Revenue Total:	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	252,229.00	252,229.00	0.00	0.00	252,229.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	280,206.00	280,206.00	0.00	0.00	280,206.00	0.00 %
Department: 515 - RESTRICTED PROJECTS Total:	532,435.00	532,435.00	0.00	0.00	532,435.00	0.00 %
Expense Total:	532,435.00	532,435.00	0.00	0.00	532,435.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,841,000.00	2,841,000.00	0.00	0.00	-2,841,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	676,000.00	676,000.00	0.00	0.00	-676,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,517,000.00	3,517,000.00	0.00	0.00	-3,517,000.00	0.00 %
Revenue Total:	3,517,000.00	3,517,000.00	0.00	0.00	-3,517,000.00	0.00 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	998,225.00	998,225.00	0.00	0.00	998,225.00	0.00 %
500 - SUPPLIES	208,000.00	208,000.00	0.00	0.00	208,000.00	0.00 %
600 - CONTRACTUAL SERVICES	787,500.00	787,500.00	0.00	0.00	787,500.00	0.00 %
800 - DEBT SERVICE	97,192.00	97,192.00	0.00	0.00	97,192.00	0.00 %
900 - CAPITAL OUTLAY	649,232.00	649,232.00	0.00	0.00	649,232.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	2,740,149.00	2,740,149.00	0.00	0.00	2,740,149.00	0.00 %
Department: 323 - MISSING DESCRIPTION						
500 - SUPPLIES	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 323 - MISSING DESCRIPTION Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	65,325.00	65,325.00	0.00	0.00	65,325.00	0.00 %
500 - SUPPLIES	15,014.00	15,014.00	0.00	0.00	15,014.00	0.00 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	0.00	0.00	31,000.00	0.00 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	0.00	126,686.00	0.00 %
Department: 325 - RUBBISH Total:	238,025.00	238,025.00	0.00	0.00	238,025.00	0.00 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,350.00	250,350.00	0.00	0.00	250,350.00	0.00 %
500 - SUPPLIES	34,500.00	34,500.00	0.00	0.00	34,500.00	0.00 %
600 - CONTRACTUAL SERVICES	43,500.00	43,500.00	0.00	0.00	43,500.00	0.00 %
800 - DEBT SERVICE	25,476.00	25,476.00	0.00	0.00	25,476.00	0.00 %
Department: 341 - LANDSCAPING Total:	353,826.00	353,826.00	0.00	0.00	353,826.00	0.00 %
Expense Total:	3,342,000.00	3,342,000.00	0.00	0.00	3,342,000.00	0.00 %
Fund: 022 - SANITATION Surplus (Deficit):	175,000.00	175,000.00	0.00	0.00	-175,000.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	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	165,500.00	165,500.00	0.00	0.00	-165,500.00	0.00 %
340 - MISCELLANEOUS	500.00	500.00	0.00	0.00	-500.00	0.00 %
360 - CHARGES FOR SERVICES	10,500.00	10,500.00	0.00	0.00	-10,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	176,500.00	176,500.00	0.00	0.00	-176,500.00	0.00 %
Revenue Total:	176,500.00	176,500.00	0.00	0.00	-176,500.00	0.00 %
Expense						
Department: 323 - MISSING DESCRIPTION						
400 - PERSONNEL SERVICES	94,460.00	94,460.00	0.00	0.00	94,460.00	0.00 %
500 - SUPPLIES	19,800.00	19,800.00	0.00	0.00	19,800.00	0.00 %
600 - CONTRACTUAL SERVICES	233,240.00	233,240.00	0.00	0.00	233,240.00	0.00 %
900 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Department: 323 - MISSING DESCRIPTION Total:	351,500.00	351,500.00	0.00	0.00	351,500.00	0.00 %
Expense Total:	351,500.00	351,500.00	0.00	0.00	351,500.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-175,000.00	-175,000.00	0.00	0.00	175,000.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	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: 2017-2018 Period Ending: 10/31/2017

Categor...	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: 2017-2018 Period Ending: 10/31/2017

Categor...	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	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Revenue Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
Department: 112 - COMPUTER ASSESSMENTS Total:	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
Expense Total:	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,260.00	2,260.00	0.00	0.00	-2,260.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,260.00	2,260.00	0.00	0.00	-2,260.00	0.00 %
Revenue Total:	2,260.00	2,260.00	0.00	0.00	-2,260.00	0.00 %
Expense						
Department: 217 - FEDERAL FORFEITED FUNDS						
900 - CAPITAL OUTLAY	2,260.00	2,260.00	0.00	0.00	2,260.00	0.00 %
Department: 217 - FEDERAL FORFEITED FUNDS Total:	2,260.00	2,260.00	0.00	0.00	2,260.00	0.00 %
Expense Total:	2,260.00	2,260.00	0.00	0.00	2,260.00	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	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	775,000.00	775,000.00	0.00	0.00	-775,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,375,000.00	1,375,000.00	0.00	0.00	-1,375,000.00	0.00 %
Revenue Total:	1,375,000.00	1,375,000.00	0.00	0.00	-1,375,000.00	0.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	425,078.00	425,078.00	0.00	0.00	425,078.00	0.00 %
900 - CAPITAL OUTLAY	699,922.00	699,922.00	0.00	0.00	699,922.00	0.00 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	1,375,000.00	1,375,000.00	0.00	0.00	1,375,000.00	0.00 %
Expense Total:	1,375,000.00	1,375,000.00	0.00	0.00	1,375,000.00	0.00 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	0.00	0.00	0.00
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - SANITATION	175,000.00	175,000.00	0.00	0.00	-175,000.00
023 - LANDFILL ACCOUNT	-175,000.00	-175,000.00	0.00	0.00	175,000.00
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

**NOTICE OF PUBLIC HEARING
ON AMENDING THE ORDINANCE 2009-06;
MUNICIPAL CODE SECTION CHAPTER 10 RELATING
TO THE SALE OF ALCOHOL WITHIN THE
CITY OF STARKVILLE, MISSISSIPPI**

Notice is hereby given that a public hearing will be held on the 5th day of September, 2017, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the amending the Ordinance 2009-06; Municipal Code Section Chapter 10 relating to the sale of alcohol within the City of Starkville, Mississippi. The proposed Ordinance is as follows:

ORDINANCE NUMBER 2017-05

AN ORDINANCE AMENDING THE CITY'S ORDINANCE RELATED TO ALCOHOLIC BEVERAGES TO INCREASE THE HOURS OF SALE; ADJUST THE DEFINITION OF BEER TO CONFORM TO STATE STATUTE; AND TO ADJUST THE DISTANCE REQUIREMENTS FOR SALE OF ALCOHOLIC BEVERAGES TO CONFORM WITH STATE STATUTE

WHEREAS, the State of Mississippi has granted to the State Tax Commission extensive regulatory powers and responsibilities over the sale and distribution of alcoholic beverages, beer, and light wine, which have been delegated to the Alcoholic Beverage Control Division under Mississippi Code Annotated §67-1-1, et seq. (1972, as amended) and Mississippi Code Annotated §67-3-1, et seq. (1972, as amended); and

WHEREAS, the authority of a municipality to regulate the sale of beer and light wine is allowed by law under Mississippi Code Annotated §67-3-65 (1972, as amended), including enforcing such proper rules and regulations for fixing zones and territories, prescribing hours of opening and closing, and for such other measures as will promote public health, morals, and safety as they may by ordinance provide; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Starkville to amend its City Ordinance Numbers 2009-06, 2005-02 and 2006-8a under the authority of Mississippi Code Annotated §67-3-65 (1972, as amended) to prescribe hours of opening and closing, to establish alcohol content, and to designate territories surrounding churches and schools in which beer and light wine shall not be sold or consumed, and for such other measures as will promote public health and safety, as they may by ordinance provide;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that Ordinance Numbers 2005-02, 2009-06 and 2006-8a of the City of Starkville Code of Ordinances, Chapter 10, Alcoholic Beverages as adopted, are amended as follows:

1. Sec. 10-36. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beer and light wine are defined by MCA 1972, § 67-3-3 and by this article as follows:

(a) "Beer" means a malt beverage as defined in the Federal Alcohol Administration Act and any rules and regulations adopted pursuant to such act of an alcohol content of not more than eight percent (8%) by weight; and

(b) "Light wine" means wine of an alcohol content of not more than five percent (5%) by weight.

Permittee is a person or entity who has obtained a beer permit from the ABC Division of the Mississippi Tax Commission under MCA 1972, § 67-3-17, as amended.

2. Sec. 10-38. Territory where sale is prohibited.

(a) On-premises Consumption. No beer or light wine shall be sold for on-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured from the nearest point of entry to the building housing the church, school, kindergarten or funeral home to the nearest point of the premises which consists of the floor planned area to be licensed by the Commission. This distance shall be measured in a straight line, such as air line distance, rather than the usual route of pedestrian travel.

(b) Off-premises Consumption. No beer or light wine shall be sold for off-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured by the same criteria as listed in subsection (a) above.

3. Sec. 10-39. Hours when sale is prohibited.

No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 7:00 a.m. Monday through Sunday. In addition to the foregoing, no beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 11:00 a.m. on Sunday.

4. Sec. 10-103. Commercial establishments—Hours of sale.

No person, partnership, or corporation, nor any agent or employee thereof, operating a public or private commercial establishment shall permit the consumption of alcoholic beverages on the premises of such establishment between the hours of 1:00 a.m. and 7:00 a.m., provided, however, that nothing in this section shall be construed to permit the sale, distribution, giving away, or storage of alcoholic beverages at any time on Sunday, unless otherwise permitted by the laws of the state or the ordinances of the city.

5. Sec. 10-43. Severability.

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Sections 10-36, 10-38; 10-39, 10-43 and 10-103.

This Ordinance Number 2017-05 shall amend Ordinance Numbers 2009-06, 2005-02 and 2006-8a and shall be in full force and effect thirty (30) days after its passage and publication.



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

AGENDA ITEM DEPT.: Mayor

AGENDA DATE: 9/5/2017

PAGE: 1

SUBJECT: Consideration of accepting the property at the intersection of Martin Luther King, Jr. Drive/Highway 182 and North Jackson Street/Highway 389 from Ro-Sham-Bo Starkville, LLC.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Mayor

DIRECTOR'S

AUTHORIZATION: Mayor D. Lynn Spruill

SUGGESTED MOTION: Approval to accept the property at the intersection of Martin Luther King, Jr. Drive/Highway 182 and North Jackson Street/Highway 389 from Ro-Sham-Bo Starkville, LLC.

This Document Prepared By:

Brett Woodward
222 West Coleman Blvd.
Mt. Pleasant, SC 29464

Return to:

RO-SHAM-BO STARKVILLE, LLC
222 West Coleman Blvd.
Mt. Pleasant, SC 29464

INDEXING INSTRUCTIONS: _____

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

RO-SHAM-BO STARKVILLE, LLC, a South Carolina limited liability company,

Grantor,

Address: 222 West Coleman Blvd.; Mt. Pleasant, SC 29464

Telephone: 843-375-8984

does hereby remise, release, convey and forever quitclaim unto,

City of Starkville, Grantee,

Address: 110 West Main Street; Starkville, MS 39759

Telephone: 662-323-4583

The following described property lying and being situated in Oktibbeha County, Mississippi, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

WITNESS THE SIGNATURE of the GRANTOR this 17th day of August, 2017.

RO-SHAM-BO STARKVILLE, LLC, a South Carolina limited liability company

By: TCB Management, LLC, a South Carolina limited liability company

By: _____

Name: _____

Its: Manager

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Brighan E. Woodward, Jr., who acknowledges that he is a Manager of TCB Management, LLC, as the Manager of RO-SHAM-BO STARKVILLE, LLC, a South Carolina limited liability company, and that, in his capacity as such, did execute, sign and deliver the above and foregoing instrument, on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 17th day of August, 2017.

Sarah Chubb
NOTARY PUBLIC

My Commission expires: July 8th, 2025



EXHIBIT A Legal Description

Being a parcel of land located in Block 18 of the City of Starkville, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC, and being more particularly described as follows, to wit:

Commencing at a t-post found at the northwest corner of Lot 12 of Block 18 of the City of Starkville, Mississippi and run South for a distance of 261.1 feet; thence East for a distance of 398.5 feet to an iron pin set on a back of curb at the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING thence run along the back of a curb for the following calls North 02 degrees 24 minutes West for a distance of 31.1 feet; thence North 00 degrees 43 minutes West for a distance of 12.1 feet to the beginning of a curve to the right having a radius of 94.9 feet, said curve being subtended by a chord bearing North 02 degrees 46 minutes East for a length of 23.4 feet; thence along said curve for a distance of 23.5 feet to the beginning of a curve to the right having a radius of 18.2 feet, said curve being subtended by a chord bearing North 39 degrees 27 minutes East for a length of 21.4 feet; thence along said curve for a distance of 22.8 feet; thence North 85 degrees 30 minutes East for a distance of 15.8 feet; thence North 89 degrees 46 minutes East for a distance of 264.5 feet; thence South 89 degrees 46 minutes East for a distance of 12.1 feet to the beginning of a curve to the right having a radius of 47.5 feet, said curve being subtended by a chord bearing South 79 degrees 18 minutes East for a length of 19.0 feet; thence along said curve and back of curb for a distance of 19.1 to a one-half inch iron pin set at the corner of a back of curb on the west right of way of Jackson Street at the beginning of a curve to the right having a radius of 48.3 feet, said curve being subtended by a chord bearing South 39 degrees 53 minutes East for a length of 31.9 feet; thence along said curve for a distance of 32.5 to a punch mark in a concrete sidewalk; thence South 00 degrees 39 minutes West along the said west right of way for a distance of 51.4 feet to a one-half inch iron pin set; thence North 89 degrees 19 minutes West for a distance of 344.0 feet to the POINT OF BEGINNING. Said parcel being located in Block 18 of the City of Starkville, Oktibbeha County, Mississippi and contains 0.7 acres, plus or minus.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 09/05/17
PAGE: 1

SUBJECT: Starkville Roundhouse Road Sewer – CDBG
Fair Housing Resolution

AMOUNT & SOURCE OF FUNDING - \$268,235; Mississippi Development Authority, CDBG
\$268,235; Mississippi Development Authority, CAP Loan

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A FAIR HOUSING RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.”

RESOLUTION

City of Starkville, Mississippi

FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, City of Starkville does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID municipality will, at a minimum: 1. Adopt and publicize the Fair Housing Resolution; 2. Post Fair Housing Posters in prominent public areas; 3. Provide Fair Housing Brochures Fair Housing information to the public; 4. Declare April as Fair Housing Month by Proclamation or Resolution; and 5. Conduct at least one (1) Fair Housing activity and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect September 5, 2017.

Lesla Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 09/05/17
PAGE: 1

SUBJECT: Starkville Roundhouse Road Sewer – CDBG
Minority and Women-Owned Business (MBE/WBE) Resolution

AMOUNT & SOURCE OF FUNDING - \$268,235; Mississippi Development Authority, CDBG
\$268,235; Mississippi Development Authority, CAP Loan

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A MINORITY AND WOMEN-OWNED BUSINESS (MBE/WBE) RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.”

RESOLUTION

Starkville, Mississippi

**ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED
BUSINESS PARTICIPATION**

WHEREAS, Starkville, Mississippi has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority, Community Services Division; and

WHEREAS, a requirement of the CDBG program is that the City of Starkville establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and Woman-Owned and Operated Business Enterprises (WBEs) in the implementation of its CDBG project; and

NOW THEREFORE BE IT RESOLVED that the Starkville Board of Aldermen adopts the goal of 10% participation by MBEs and 5% participation by WBEs in the implementation of its CDBG project.

ADOPTED this the 5th day of September 2017.

D. Lynn Spruill, Mayor

ATTEST:

Lesla Hardin, City Clerk

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 09/05/17
PAGE: 1

SUBJECT: Starkville Roundhouse Road Sewer – CDBG
Section 3 Plan Resolution

AMOUNT & SOURCE OF FUNDING - \$268,235; Mississippi Development Authority, CDBG
\$268,235; Mississippi Development Authority, CAP Loan

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A SECTION 3 PLAN RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.”

**SECTION 3 PLAN RESOLUTION
CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville has submitted a Community Development Block Grant (CDBG) application for possible 2017 funding from the Mississippi Development Authority, by virtue of this submission, if awarded, the City of Starkville is required by the Mississippi Development Authority and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, if awarded, it is the intention of City of Starkville to implement its Community Development Block Grant projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville Board of Aldermen adopts the Community Development Block Grant Section 3 Plan, which is attached here to as "Attachment A" and made a part hereof.

ADOPTED this the 5th day of September 2017.

City of Starkville, Mississippi

ATTEST:

Lesa Hardin, City Clerk

BY: _____
D. Lynn Spruill, Mayor

(SEAL)

“Attachment A”

GRANTEE SECTION 3 ACTION PLAN

The City of Starkville Board agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for lower income residents of the Section 3 covered area of the City of Starkville, and increase the utilization of business concerns within the Section 3 covered area of the City of Starkville or owned by Section 3 area residents.

A. To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.

B. To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.

C. To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.

D. To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.

E. To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan and require the contractor to submit reports to document actual accomplishments.

F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.

G. To maintain records, including copies of correspondence, memoranda, reports, contracts, etc., which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.

H. To designate a local government official to coordinate implementation of this Section 3 Plan.

I. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

As the chief local official, I have read and fully agree to this Section 3 Action Plan and agree to actively pursue full implementation of this program.

D. Lynn Spruill, Mayor

September 5, 2017

Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 09/05/17
PAGE: 1

SUBJECT: Starkville Roundhouse Road Sewer – CDBG
Code of Standards of Conduct Resolution

AMOUNT & SOURCE OF FUNDING - \$268,235; Mississippi Development Authority, CDBG
\$268,235; Mississippi Development Authority, CAP Loan

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.”

RESOLUTION

Starkville, Mississippi

CODE OF STANDARDS OF CONDUCT

On this, the 5th day of September 2017, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 24 CFR Part 85.36(3) or 84.42, Section 92.356 of the Final Rule under the Community Development Block Grant (CDBG) program and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors of their agents.

Be it further resolved that the City of Starkville, Mississippi, shall comply with the applicable requirements set forth in 24CFR Part 84.44 or Part 85.36, OMB Circulars A-87, A-122 or A-21 or A-133, and all relevant Community Services Division (CSD) Policy Statements.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

ATTEST:

Lesla Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 5, 2017

PAGE: 1 of 1

SUBJECT: Consideration of Calling for a Public Hearing to Repeal the Administrative Hearing Officer Ordinance, 2008-01.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This ordinance was authorized in 2008 for the purpose of creating an avenue to expedite the processing of claims that were creating a backlog in the municipal court. There was a subsequent AG opinion that did not support the city's use of this method. This is an opportunity to clean up the code in an area that is outdated and ineffective.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of calling for a public hearing on the repeal of Ordinance 2008-01 and City of Starkville Code of Ordinances, Chapter 82, Article 6, Sec. 82-141 Et seq in its entirety.

ORDINANCE 2017-__

**AN ORDINANCE DELETING ADMINISTRATIVE ADJUDICATION
PROCESS ORDINANCE AND AMENDING OTHER ORDINANCES
THAT REFERENCE ADMINISTRATIVE ADJUDICATION PROCESS**

WHEREAS, the City of Starkville adopted the Administrative Adjudication Process Ordinance on March 4, 2008, pursuant to Opinion No. 2007-00380 of the Office of the Attorney General for the State of Mississippi; and

WHEREAS, based upon subsequent opinions from the Office of Attorney General for the State of Mississippi to the City of Starkville, dated March 12, 2012, and May 29, 2012, the City determines that the Administrative Adjudication Process Ordinance may conflict with relevant provisions of Mississippi statutes and is otherwise no longer warranted or needed for the efficient administration of municipal affairs.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Starkville as follows:

SECTION I. RECITALS

The prefatory statements are hereby incorporated herein.

**SECTION II. DELETION OF ADMINISTRATIVE ADJUDICATION PROCESS
ORDINANCE**

Chapter 82, Article VI, entitled, “Administrative Adjudication Process Ordinance,” is hereby deleted in its entirety and of no further force or effect.

**SECTION III. DELETION OF REFERENCES TO USE OF ADMINISTRATIVE
ADJUDICATION PROCESS IN OTHER ORDINANCES**

References to the administrative adjudication process, administrative offenses, administrative fees or fines, imposition by the administrative hearing officer of penalties for ordinance violations by the administrative hearing process, and related terminology and phrases are deleted from the following ordinances:

- A. Chapter 18, Article II, Sections 34 and 35: Animal Control Ordinance;
- B. Chapter 50, Article II, Section 30: False Alarm Ordinance;

- C. Chapter 67, Article II, Section 40: Historic Preservation Ordinance;
- D. Chapter 82, Article IV, Section 98: Smoking Ordinance;
- E. Chapter 98, Article III, Sections 58-59: Sidewalk Ordinance; and
- F. Chapter 106, Article XVI, Sections 610-611: Helmet Ordinance.

SECTION IV. ENFORCEMENT FOR VIOLATIONS OF ORDINANCES UNDER JURISDICTION OF MUNICIPAL COURT

The authority and jurisdiction to hear and determine cases charging violations of municipal ordinances, including imposition of fines and penalties related thereto, rests solely with the City of Starkville municipal court.

SECTION V. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION VI. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION VII. EFFECTIVE DATE

Following its passage, this ordinance shall become effective thirty (30) days after its publication in a local newspaper with a general circulation. The City Clerk shall cause this ordinance to be published one (1) time in a local newspaper with general circulation.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City's website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

THE FOREGOING ORDINANCE, having first been reduced to writing, was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver Voted: _____

Sandra Sistrunk Voted: _____

David Little Voted: _____

Jason Walker Voted: _____

Patrick Miller Voted: _____

Roy A'. Perkins Voted: _____

Henry Vaughn, Sr. Voted: _____

ORDAINED AND ADOPTED, this the _____ day of _____, 2017, at the
Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville,
Oktibbeha County, Mississippi.

D. LYNN SPRUILL

Mayor

City of Starkville, Mississippi

LESA HARDIN

City Clerk

City of Starkville, Mississippi



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9.05.17
PAGE: 1

SUBJECT: Acknowledgement of receipt of Appalachian Regional Commission (ARC) grant project number MS-188956 for the paving of Mill Street.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering and Street

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

This project was initially applied for in 2016 and was recently awarded to the City. It is a project that will be funded 80%, \$269,055, from ARC funds and 20% Local - \$67,264.

The objective of the project as was identified in a Feb. 2017 resolution indicates: “..... *re-construct an access road (Mill Street) and upgrade storm water drainage pipes and inlets. The proposed project will also include adequate lighting, pavement markings and signage to improve the safety of the traveling public and pedestrians using Mill Street.*”

Attached is an agreement with the MS Development Authority, which will be the administering agency for this project.

SUGGESTED MOTION: Move for approval to acknowledgement receipt of Appalachian Regional Commission (ARC) grant project number MS-188956 for the paving of Mill Street.



PHIL BRYANT
GOVERNOR

August 16, 2017

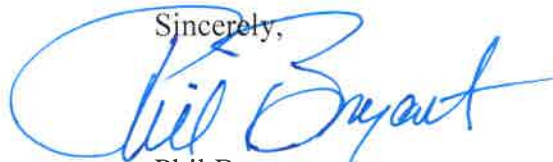
Honorable D. Lynn Spruill
Mayor
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

Dear Mayor Spruill:

I am pleased to inform you the city of Starkville's application for infrastructure improvement funds through the Appalachian Regional Commission in the amount of \$269,055 has been approved by the Mississippi Development Authority. The award is effective July 25, 2017.

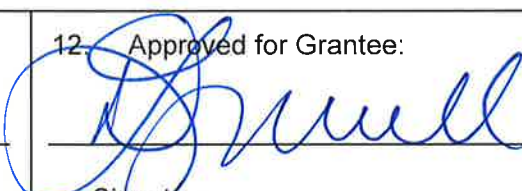
This funding demonstrates the city of Starkville's commitment to addressing community needs in Mississippi. I commend you for this initiative and for helping improve the quality of life in your community.

The contract is contingent upon environmental clearance, which must be completed within four months of the award date, or it will be automatically voided. Tim Mood, Community Services Division Bureau Manager, will contact you regarding your grant agreement. If you have any questions, please call Tim at (601) 359-5756 or e-mail him at tmood@mississippi.org.

Sincerely,

Phil Bryant
Governor

PB:TM;ar

**MISSISSIPPI DEVELOPMENT AUTHORITY
GRANT SIGNATURE SHEET**
501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

1. Grantee's Name, Address, and Telephone Number City of Starkville 110 West Main Street Starkville, Mississippi 39759 Phone: (662) 323-2525 Fiscal Year End: September 30	2. Effective Date: July 20, 2017 3. Grant Number: MS-18956 4. Grant Identifier: (Funding Source & Year): ARC 2017 CDFA 23.002 5. Beginning and Ending Dates: July 20, 2017 – July 20, 2019 6. Grant Payment Method: Current Needs 7. Page 1 of 12				
8. Project Description: Infrastructure improvements as specified in their 2017 Appalachian Regional Commission Grant Application.	9. The following funds are obligated: <table style="width: 100%;"> <tr> <td style="text-align: center;">ARC</td> <td style="text-align: center;">Other</td> </tr> <tr> <td style="text-align: center;">\$269,055.00</td> <td style="text-align: center;">\$67,264.00</td> </tr> </table>	ARC	Other	\$269,055.00	\$67,264.00
ARC	Other				
\$269,055.00	\$67,264.00				
10. The Grantee agrees to operate the program outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement: a. Budget b. Scope of Work c. General Terms and Conditions d. Federal Requirements e. State of Mississippi Appalachian Regional Commission Grant Assurances					
11. Approved for Contractor:  Signature Name: Steven C. Hardin Title: Director Date 8/24/17	12. Approved for Grantee:  Signature Name: D. Lynn Spruill Title: Mayor Date 8-25-17				

**Appalachian Regional Commission
Budget**

Applicant: City of Starkville

Funding Year: 2017 Grant Year : 2017 Contract: MS-18956

Description	MDA		Other Funding Sources				
Administration			ARC	LOCAL			Total
General Administration			\$ 24,000.00	\$ 6,000.00			\$ 30,000.00
Application Prep.							\$ -
Subtotal (A)			\$ 24,000.00	\$ 6,000.00	\$ -	\$ -	\$ 30,000.00
Description	MDA		Other Funding Sources				
			ARC	LOCAL			Total
Acquisition							\$ -
Architectural/Engineering			\$ 39,126.00	\$ 9,782.00			\$ 48,908.00
Contingency			\$ 15,254.00	\$ 3,813.00			\$ 19,067.00
Environmental							\$ -
Inspection/Testing							\$ -
Legal							\$ -
Other Utilities							\$ -
Public Building Construction							\$ -
Public Building Renovation							\$ -
Public Services:							\$ -
Purchase of equipment							\$ -
Street Improvements			\$ 190,675.00	\$ 47,669.00			\$ 238,344.00
Sewer Line(s)							\$ -
Sewage Pumping Station							\$ -
Sewage Treatment							\$ -
Water Improvements							\$ -
Water Improvements (in-kind)							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal (B)			\$ 245,055.00	\$ 61,264.00	\$ -	\$ -	\$ 306,319.00
Grand Total (A + B)			\$269,055.00	\$67,264.00	\$0.00	\$0.00	\$336,319.00

SCOPE OF WORK

The scope of work for this project shall be as stated in the Project Description and as approved in the Appalachian Regional Commission grant application. Should a change in the scope of work be necessary, the Grantee (grant applicant) shall provide MDA, Community Services Division, with updated information regarding beneficiaries and cost benefit ratio on any MDA approved change in scope.

GENERAL TERMS AND SPECIAL CONDITIONS

Pursuant to an arrangement between MDA and the Appalachian Regional Commission (hereinafter "ARC"), MDA administers the provision of ARC assistance for certain projects within the ARC area of service. As described in the Project Description, ARC funding is being provided to Grantee to assist at the Project Site. The Project will provide the infrastructure necessary for job creation and retention in the county and State in which the Project is located and will promote and strengthen the economy and sustain economic development for an improved quality of life.

ARC has requested MDA's assistance in facilitating the implementation of the Project. MDA will administer the funds provided by ARC in accordance with the contract between ARC and MDA. Pursuant to that contract, MDA will provide technical advice and assistance and ARC financial assistance to Grantee. No MDA funds are provided under this Agreement. This Agreement is being entered into to set forth in writing the terms pursuant to which MDA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and MDA concerning the Project in accordance with the plan set forth in the application of the above mentioned Grantee and subject to any attached revisions or special conditions. This contract is contingent on the availability of funds from the Appalachian Regional Commission.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Appalachian Regional Commission's State Basic Agency Program Design, ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Standard Form 424D: Assurances-Construction Programs, MDA'S ARC Guidelines and Implementation Manual and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Appalachian Regional Commission Grant funds.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the Grantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Grantee for any expenses or costs associated with such an unauthorized change or amendment.

MDA reserves the right to withhold grant funds or to terminate this contract for cause, if the Grantee fails to fulfill in a timely and proper manner the obligations under this contract or if the Grantee should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the Grantee of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The Grantee hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the Grantee further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding. The Grantee agrees to and understands that the ARC award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Grantee.

This grant shall become effective on the beginning date of the grant period stated in section 5 of page 1 provided that this contract shall have been fully completed, executed by the Grantee, and received in the office of MDA.

1. Application of the Mississippi Employment Protection Act of 2008

All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

2. Debarment and Suspension

The Mississippi Development Authority (MDA), Community Services Division (CSD) must ensure that Sub-recipients (Local Units of Government and Non-Profit Agencies) of federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549 and per 2 CFR Part 200. MDA/CSD has performed the required due diligence by verifying the SAM.GOV database to ensure at pre-award that all sub-recipients have met this certification. In the event that a Sub-recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MDA/CSD may pursue available remedies, including suspension and/or debarment or termination of the existing grant agreement.

Grantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by MDA, any federal agency or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

3. Special Conditions That Require Written Clearance

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

D. Environmental Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance. Construction may not begin until the environmental assessment has been conducted.

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided. Waivers to the four (4) month rule may be granted on a case-by-case basis. The Division Director will be the only signature authority for waivers.

4. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

5. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

6. Fire Safety Codes

If applicable, the Subgrantee must comply with local fire safety codes.

7. Nonperformance Standards

If at the end of 12 months from the start of the contract period and construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Grantee can document circumstances beyond its control that prevented construction.

8. Nondiscrimination Policy

Grantee must adopt a policy stating that they will not discriminate in hiring and employment practices against any individual on the grounds of race, age, handicap, religion, color, sex or national origin.

9. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

10. Labor Standards

Grantees using federal funds must follow all applicable federal labor standards, which are set forth in the following statutes: Davis-Bacon Act 40 USC 276 (a-a5), Copeland "Anti-Kickback" Act 40 USC 276 (c), and Contract Work Hours and Safety Standards Act 40 USC 327-333.

11. Uniform Relocation Assistance and Real Property Acquisition Policies Act

Grantee will ensure that construction projects that involve the acquisition of real property as a result of the ARC funds comply with the Act's requirements.

12. Minority and Women Owned Business Enterprises

Grantee will follow state and federal policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) as set forth in the CSD Policy.

13. Conflict of Interest

Grantee will comply with the Mississippi Conflict of Interest Act and the ARC Grant Agreement General Conditions. The Grantee must also comply with 24 CFR Part 570.611 which states: no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to ARC activities assisted under this part, or who are in position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an ARC-assisted activity...either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter...(c) Persons covered. The conflict of interest provision of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient, or of any designated public agencies, or recipients which are receiving funds under this part.

14. Equal Opportunity Requirements

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.

15. Grant-Related Income

Grant-related income means gross income earned by Grantee from grant supported activities and shall include but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by the ARC Agreement.

16. Paymode

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

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and ARC rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

1. Access to Records and Facilities

The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.

2. Audits and Monitoring

The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular 2 CFR Part 200 or, if 2 CFR Part 200 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular 2 CFR Part 200.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

Failure to submit all Audit documentation by the required due dates may deem the Local Units of Government or Non-Profit Organizations in non-compliance with the Audit Requirements. CSD may impose sanctions such as suspending payments of current grants until the Audit is received and/or the eligibility for future funding.

3. Procurement

The local unit of government must comply with all State and Federal laws per 2 CFR Part 200 dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application. All procurements transactions, regardless of dollar amount, must be conducted in a manner to provide free and open competition

4. Budget Revision Acceptance

The Grantee agrees and accepts all changes to the budget pages of its ARC application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Grantee's ARC project, and are hereby incorporated by reference herein and made a part of this contract. Any additional revisions to the approved budget must be approved by MDA and ARC in writing prior to implementation and then shall be part of this agreement and incorporated by this reference.

5. In-Kind Services

If applicable, any in-kind services to be performed by the Grantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

6. Leveraged Funds

The Subgrantee is held to its leveraged fund commitment as stated in the approved application. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

7. Request for Cash

When submitting a request for cash, the Grantee must provide the Request for Cash form sheet, the Consolidated Support Sheet and invoices. Drawdowns should be made only in the amount necessary to meet current disbursement needs. When submitting a request for cash, the Grantee is certifying that all invoices were incurred in accordance with the grant agreement and approved budget. A zero balance must be maintained and funds disbursed within three (3) days.

8. Close-out Package

Within thirty (30) days after the completion of all activities or sixty (60) days after the expiration of the grant agreement, the Grantee must submit a complete and acceptable close-out package.

FEDERAL REQUIREMENTS

Grantee shall:

1. Recordkeeping

- a. Keep accurate records and books of accounts showing the items and costs billed under this Agreement. Upon reasonable notice, MDA, its agents, or the U.S. General Accounting Office shall have the right to audit without restrictions, at any time during normal working hours, all costs incurred by Grantee and billed to MDA and cost data supporting the approved agreement. This right to audit includes an examination of Grantee's books, records, documents, and other evidence and accounting procedures and practices relating thereto.
 - b. Preserve and make available its records and books of accounts, including computer records in machine readable form, for a period of three (3) years from the date of final payment under this Agreement; provided, however, if this Agreement or any task is terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement; provided, further, records and books of accounts, including computer records in machine readable form, which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by MDA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.
 - c. Include the requirements of this section in each subcontract hereunder.
2. Provide assistance to MDA by submitting technical information, conducting assessment of environmental impacts and preparing National Environmental Policy Act (NEPA) documents as determined by MDA to be necessary in discharging applicable NEPA obligations. This Agreement may be unilaterally terminated by MDA if MDA decides, based on its NEPA review, not to go forward with the actions to administer the ARC grant.
 3. Be responsible for complying with or ensuring compliance with all applicable laws and regulations including those related to environmental protection, building codes, safety ordinances, handicapped accessibility, and the Davis-Bacon Act. Contractor or its general contractor/subcontractors shall submit with its invoices satisfactory Davis-Bacon Act compliance information.
 4. Not engage in any activity that would be in violation of local, state, or federal law, or would result in an anticipatory breach of the obligations of a federal agency under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands) or other laws requiring environmental review prior to undertaking a federal action.
 5. Comply with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. Grantee shall include the requirements of this section in each agreement with a recipient of federal financial assistance hereunder.
 6. Comply with Executive Order No. 11246, as amended, and the equal opportunity provisions set forth below. Grantee shall include the requirements of this section in each subcontract hereunder. A notice of requirements will be furnished to Grantee to assist Grantee and its general contractor/subcontractors with compliance.
 7. The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed

on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause.

During the performance of this construction contract, the constructor agrees as follows:

- a. The constructor will not discriminate against any employee or constructor for employment because of race, color, religion, sex, or national origin. The constructor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The constructor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The constructor will, in all solicitations or advertisements for employees placed by or on behalf of the constructor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The constructor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the constructor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The constructor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The constructor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the constructor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the constructor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The constructor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The constructor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the constructor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by the administering agency, the constructor may request the United States to enter into such litigation to protect the interests of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the Grantee so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subgrantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the case to the Department of Justice for appropriate legal proceedings.

Ensure that the party responsible for construction shall comply with the requirements of Executive Order 12699 which requires that appropriate consideration of seismic safety be made for any new building (including new additions to existing buildings) financed in whole, or in-part by funds provided by MDA. (Building means any structure, fully or partially enclosed, used or intended for sheltering persons or property.) Said building shall be designed and constructed using the most recent edition of those codes, standards, and practices that are substantially equivalent to, or exceed the latest edition of, the National Earthquake Hazards Reduction Program Recommended Provisions for Development of Seismic Regulations for New Buildings (hereinafter referred to as "NEHRP Provisions"). The Interagency Committee on Seismic Safety in Construction (ICSSC) has determined that the latest editions of the following model building code and national standard provide a level of seismic safety equivalent to that provided by the NEHRP Provisions: (a) The 1997 International Conference of Building Officials, "Uniform Building Code (UBC) and (b) The American Society of Civil Engineers 7-95: Minimum Design Loads for Buildings and Other Structures (ASCE 7). Only those state, county, local, or other jurisdictional building ordinances adopting and enforcing codes or standards that are equivalent to or exceed the NEHRP Provisions may be used.

8. *(If over \$100,000)* Comply with section 310 of Public Law No. 101-121 (codified at 31 U.S.C. §1352), and the provisions set forth below regarding restrictions on lobbying. By signing this Agreement, Grantee certifies compliance with the foregoing in accordance with the below certification:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned 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.

- b. If any funds other than federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned 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 recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**STATE OF MISSISSIPPI
APPALACHIAN REGIONAL COMMISSION
ASSURANCES**

The Subgrantee hereby assures and certifies that:

1. It possesses the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (include funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in the application.
2. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. It will not dispose or, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. It will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. It will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. It will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. It will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to

nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. It will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result for Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project regardless of Federal participation in purchases.
12. It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality controls measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurances of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems.
17. It will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. It will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9.05.17
PAGE: 1

SUBJECT: Authorization to begin the procurement process for engineering professional services following the required ARC program guidelines which includes public advertisement of a Request for Proposals (RFP) in a local newspaper of general circulation; establishing an RFP review committee; and MBE/WBE solicitation.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering and Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The procurement process for professional services for the ARC project will follow the ARC and MDA guidelines.

The RFP review committee will bring a recommendation to the Board for consideration at a future meeting.

SUGGESTED MOTION: Move for approval to begin the procurement process for engineering professional services following the required ARC program guidelines which includes public advertisement of a Request for Proposals (RFP) in a local newspaper of general circulation; establishing an RFP review committee; and MBE/WBE solicitation.



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: September 5, 2017

PAGE: Page 1 of 5

SUBJECT:

Consideration of accepting the quote from Prism Products in the amount of \$4,733.00 to purchase eleven trash receptacles with funds coming from Keep Starkville Beautiful funds

AMOUNT & SOURCE OF FUNDING

Funding from the Keep Starkville Beautiful funds

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

One of the primary goals of Keep Starkville Beautiful is litter prevention. By placing trash receptacles in high traffic pedestrian areas, the amount of litter can be significantly reduced. The two attached maps show the location of existing trash receptacles and the proposed locations for future trash receptacles. The purchase of 11 trash receptacles would allow for the replacement of a few existing damaged receptacles and the placement of new trash receptacles in some of the locations shown as proposed on the attached maps. The purchase price of \$4,733.00 for the 11 trash receptacles from Prism Products (also known as Mississippi Prison Industries) includes the cost for shipping. The trash receptacles listed on the quote would match the existing trash receptacles located in the downtown area.

REQUESTING

DEPARTMENT: Jason Walker Aldermen Ward 4

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-232-2525 ext 3136 or Emily Corban @ 662-232-2525 ext 3138

SUGGESTED MOTION:

Move approval to accept the quote from Prism Products in the amount of \$4,733.00 to purchase eleven trash receptacles with funds coming from Keep Starkville Beautiful funds.



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: September 5, 2017

PAGE: Page 1 of 5

SUBJECT:

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REQUESTING

DEPARTMENT: Jason Walker Aldermen Ward 4

DIRECTOR'S

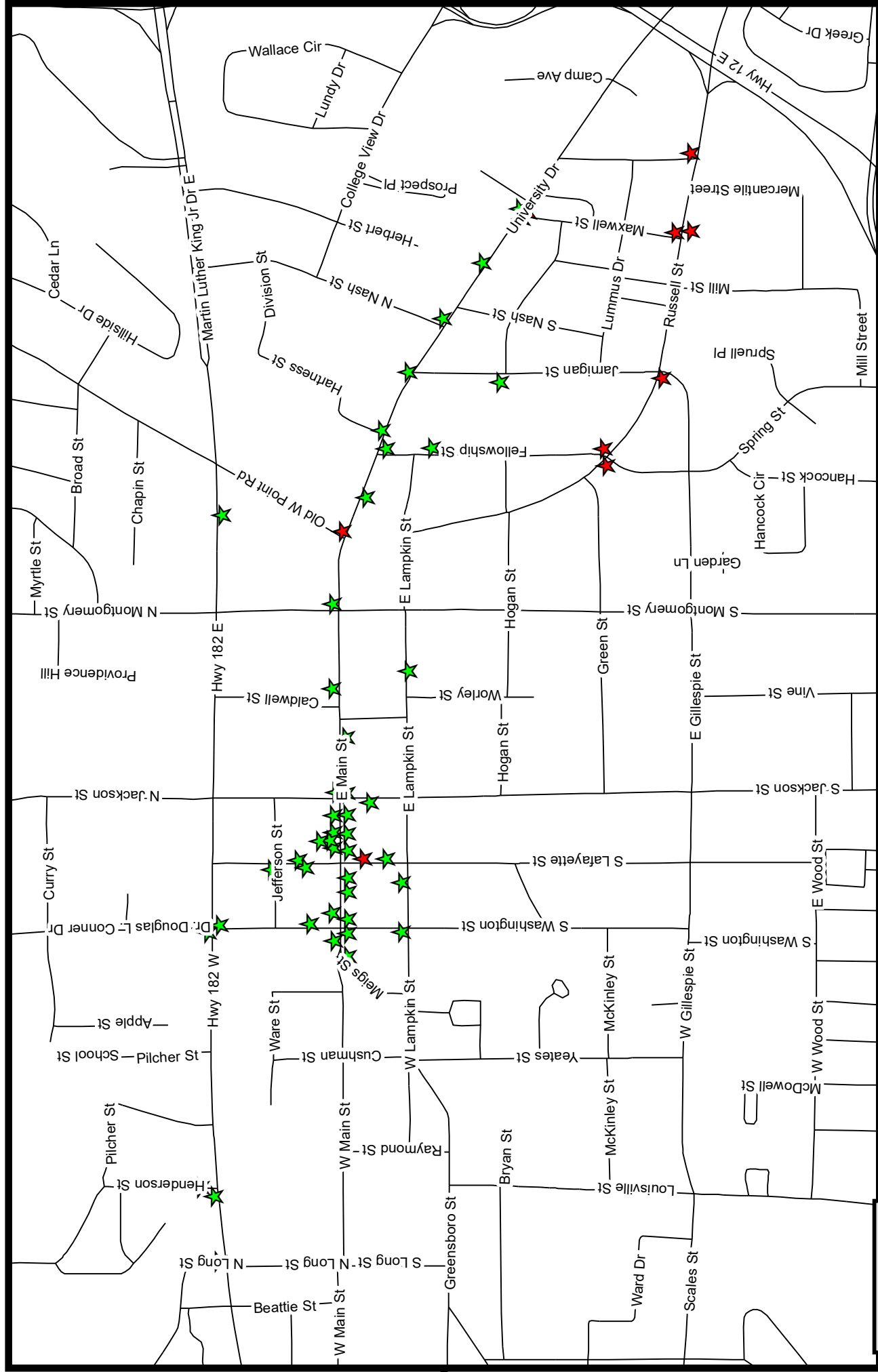
AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-232-2525 ext 3136 or Emily Corban @ 662-232-2525 ext 3138

SUGGESTED MOTION:

Move approval to accept the quote from Prism Products in the amount of \$4,733.00 to purchase eleven trash receptacles with funds coming from Keep Starkville Beautiful funds.



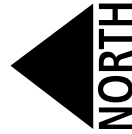
Legend

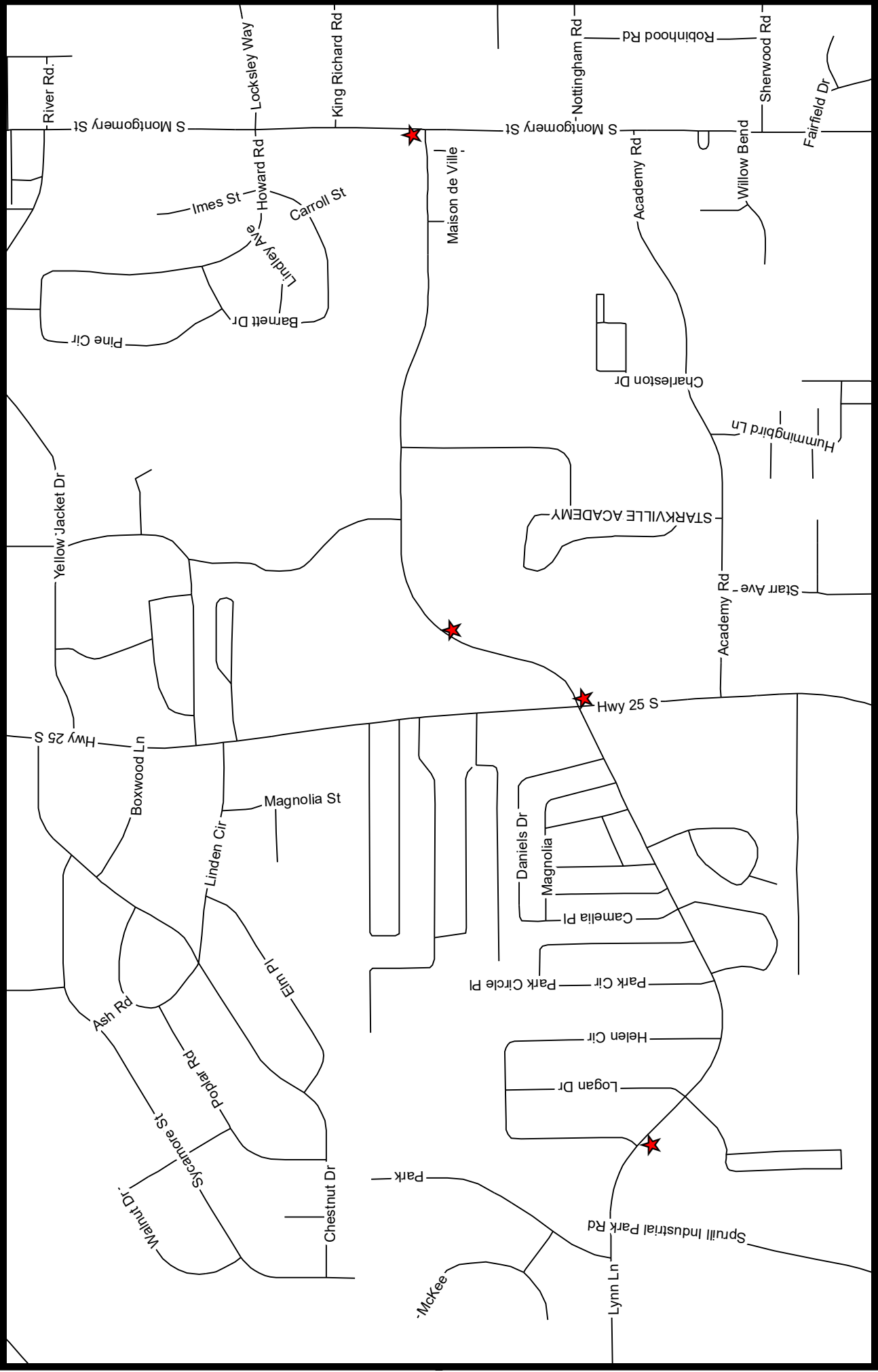
Type

- Existing
- Proposed

Trash Receptacle Locations

Downtown Area





Legend

Type

★ Proposed

Trash Receptacle Locations

Lynn Lane Area

NORTH





URBAN HOODED LITTER
MR-022

All-welded construction from flat square tube and flat bar, designed with easy access lockable door. Designed to match the Urban Bench in looks and construction and to be anchor bolted to a concrete slab. 25 1/2" W x 48" H with 35 gallon liner and rain hood

663 NORTH STATE ST.
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F: 601.969.5757



August 22, 2017

City of Starkville

Attn: Daniel Havlin

Email: d.havlin@cityofstarkville.org

From: Anthony Ingram
MPIC

Quote -

<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
MR-022 Urban hooded litter receptacle w/ liner	11	\$403.00	\$4,433.00
Color: Black			
Freight			\$300.00

TOTAL **\$4,733.00**

Thank you for your interest in our products and services. If I can be of further assistance please contact me at (601) 969-5750

MPIC

1. Price is valid 30 days from above date
2. We must receive a purchase order or payment before we will begin production of your order
3. If you are an existing customer please note your customer # and purchase order # on your request and you will be billed accordingly
4. Make sure your billing, shipping and contact information are listed on the purchase order
4. Unless otherwise indicated, shipping is FOB Jackson Metro Area, Jackson, MS
5. If paying by credit card please call Robin Haney at 601-969-5750 ext. 3018
6. All deliveries are curbside.



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 09.05.17
PAGE: 1

SUBJECT: Approval to purchase decorative signage and garbage receptacles at a cost not to exceed \$15,500 with the funding for this project to come from Ward 4 and Ward 5 discretionary funds and authorization for the Mayor to execute a proposal from the lowest quote supplier.

AMOUNT & SOURCE OF FUNDING

\$14,495	001-600-948-874 Ward 4 discretionary funds
\$929	001-600-948-875 Ward 5 discretionary funds

FISCAL NOTE:

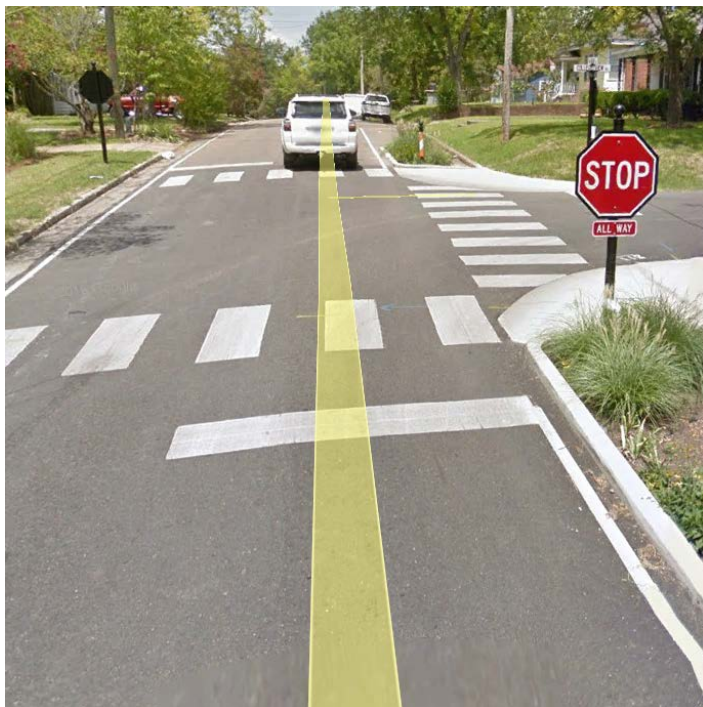
AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering and Street

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

It is proposed to purchase decorative street signage and garbage receptacles to be installed on Russell Street, University Drive and other areas in Ward 4. The signage will be similar to what has been installed on Nash Street which is shown below.



SUGGESTED MOTION: Move for approval to purchase decorative signage and garbage receptacles at a cost not to exceed \$15,500 with the funding for this project to come from Ward 4 and Ward 5 discretionary funds and authorization for the Mayor to execute a proposal from the lowest quote supplier.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 5

SUBJECT:

Discussion and Consideration of three candidates for potential appointment for vacancies in the Keep Starkville Beautiful Committee.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

There are three candidates who have applied for vacancies in the Keep Starkville Beautiful Committee. The position comes with a three-year term. The vacancies were advertised in the Starkville Daily News on August 6 and August 13, 2017.

Candidates for Consideration:

Libby Gerald
Libbi Havelin
Janet Mullins

REQUESTING

DEPARTMENT: Jason Walker Aldermen Ward 4

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Daniel Havelin @662-323-2525 ext.3136 or Emily Corban @662-323-2525 ext. 3138

SUGGESTED MOTION:

Move approval of appointing Libby Gerald, Libbi Havelin and Janet Mullins to the Keep Starkville Beautiful Committee with a three year term to begin on September 6, 2017.

BUSINESS DIRECTORY



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SDN
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DAILY NEWS

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ATTORNEY AT LAW
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(o) 662-323-0844
(Fax) 662-323-5560
jeffhosford@gmail.com

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36 Help Wanted

BUSY LAW FIRM in search of Legal Secretary to join our busy team. The assistant will be responsible for supporting attorneys by performing a variety of administrative duties including but not limited to drafting legal correspondence, answering phones, greeting visitors and communicating with attorneys, clients and court personnel. Other responsibilities include transcribe and proofread legal documents, file, organize, scan, copy and fax legal documents. Schedule depositions, hearings and other meeting. File documents with courts ahead of deadlines. Familiarity with legal documents and terminology. Proficiency with MS Office. Typing speed of at least 50 wpm with a high rate of accuracy. Able to effectively prioritize and meet deadlines. Excellent written and oral skills. If you are a professional with a strong sense of discretion and experience working in an attorney's office, we encourage you to apply for this position. Mail resume to P.O. Drawer G, Eupora, MS 39744.

57 Pets, Dogs, Etc.

TWO FEMALE 3/mo old puppies Father is registered Miniture Pincher, Mother is a registered Yorkshire Terrier. FOR SALE \$250.00 Call (662) 418-6988.

65 Apartments For Rent

APARTMENTS FOR RENT. Available now!! \$425 per month. Call 662-324-9331

APTS FOR RENT at Collegiate Heights. 2 BR/1.5BA Townhouse. \$550/mo. plus deposit. Call 323-0008

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1, 2, & 3 BEDROOMS
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Fax (662) 323-8639
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SLEEPY HOLLOW 1BR-BA, W/D. \$500/mo Call (662) 418-1087!

2BR 1.5BA Townhouse, No Pets, Serious Students, near S'ville Sportsplex \$675, 813-382-6947

WILLOW POINT APTS. 2BR/2.5BA. Call 323-1010

1BR/1BA. COTTON District. W/D, Ut'l & cable incl. \$800/mo 400/deposit 662-312-4588

120 COURTHOUSE SQUARE 2br/2.5/ba located behind courthouse newly renovated, granite counter tops, full size W/D 1,100.00/mo call (662) 418-0728

2 BR W/D hook up Pilcher St. Half block west of Henderson School. \$395 a month 769-3762

2 BR/2 BA \$600/Mo in Cotton District Call (662) 617-3356!

3BR 2BA DUPLEX, available Aug. 1, all appliances, pets ok w/ deposit. \$850/mo. 662-312-9160 or 9161

67 Houses For Rent

ANDOVER PLACE 2BR, 2 BATH house. All appliances. Call 324-5121

2BR/1BA 10MI FROM CAMPUS. Nature lovers dream! Rent neg. 205-908-6892

DIMJ GUEST HOUSE PROPERTIES
Bedrooms and/or house available for lease or rent short term. Please Call 662-251-5724 or visit dimjguesthouse.com

HOUSE FOR RENT
5BR, 5 full BA, central H/A, two Washers and Dryers, full kitchen, granite counters, large yard with deck \$2,250/mo 662-323-6603 between 9a-4p

67 Houses For Rent

WON'T LAST long! Beautiful home- 4-bedroom, 3-bathroom house. This house includes a fenced-in backyard, landscaped front yard, and central heating and cooling; all appliances are included in this unit. It is within ten minute drive to campus and within the Starkville-Oktibbeha Consolidated School District. Please contact Chesteen Properties at 662-323-1616 if interested as soon as possible!

2 BR, 1 BA, Study. Hardwood floors, C/H/A. Front porch w/ swing. Central location. \$900. 662-323-3843.Lv.msg.

3 BEDROOM, 1 bath, large kitchen and living room, 2 miles from MSU, \$850.00 662- 418-2087

3 BEDROOM, 2 Bath, CHA, Half way between Louisville and Starkville Available August 1. 662-803-0069

HIGHLANDS PLANTATION 4br 4.5/ba *SPECIAL* 1/2 off deposit.

64 Forest Nook 3br/3ba at Browning Creek 1200/mo

319 Scales Street 3br/1ba \$750/mo

*Available August

703 MCKEE ST. Small 2 BR/1BA Duplex All electric, Central A/H very efficient, laundry rm, carport, excellent condition good location, fridg w/ ice maker, garbage disp. NO PETS \$500/mo \$500/deposit. References and credit check required Call 662-324-1245 or 662-320-7101

68 Business Property

1700 SQ.FT. Office Suite and 2060 sq.ft. Retail or Office space for lease 101 S. Washington Str. 662-769-3762

71 Roommate Wanted

4BR HOUSE W/ 2 rooms avail. now. \$300/mo 2.5 miles from MSU, GreenOaks. No Lease required 662-448-2087

74 Office Space Rentals

SPACE AVAILABLE (2) 160 Sq.Ft Office

82 Houses For Sale

MORGAN RENTAL PROPERTY
1 and 3 BEDROOMS
662-324-1028
www.morganrentalproperty.com

NICE OLDER HOME in downtown Columbus. 2400 SQ FT. 4bd/2ba 221 4th St. N. \$85,000 Phil 954-675-9509

83 Lots For Sale

GOLF COURSE LOT FOR SALE
in Country Club Estates
662-323-6755
or email
jonesrentals@yahoo.com

84 Commercial Property

1500 SQFT AT College Park next to Starkville Properties. \$2200 per month. 662-323-2324

94 Mobile Homes For Rent

MOVE-IN TODAY! 1 bd \$425/mo. 2bd \$460/mo & up. 3bd \$525/mo and up. Close to MSU. Gated. Call Carol at 662-268-2107. www.university-hillsmhp.com

95 Mobile Homes For Sale

WANTING TO BUY a used single wide 3BR mobile home. 662-312-6238

300 Legals

The City of Starkville, Mississippi is seeking potential candidates for appointment to the Keep Starkville Beautiful Committee. The City of Starkville, Mississippi is encouraging civic-minded individuals dedicated to enhancing our city in beautification to express their interest in appointment to the Keep Starkville Beautiful Committee. The Committee is formed to act as an advisory body to the Board of Aldermen for the purpose of assessing the status of the City's attractive quotient and coordinating with other committee and community groups to facilitate the beautification aspects of the City. Letters of interest are accepted until 12:00 noon, August 29, 2017. Send all submissions to: City of Starkville Attn: Community Development Department/Board of Aldermen 110 West Main Street Starkville, MS 39759 In the event no submissions are received by the deadline date the City will continue to seek potential candidates until all vacancies are filled. Published: August 6, 2017 August 13, 2017

Libby Gerald
976 West Lakeshore Drive
Starkville, MS 39759
662-769-8769
libby@starkvillepropertiesms.com

August 11, 2017

Emily Corbin
Keep Starkville Beautiful
110 Lampkin Street
Starkville, MS 39759

Dear Ms. Corban,

I am intrigued by the Mission Statement of Keep Starkville Beautiful and would like to join the effort by becoming a Board Member.

I do have some experience in organizing and participating in litter control and beautification projects. For the past 14 years I have served as the volunteer coordinator for the Get Swept Up event in Starkville. In addition, I have worked on numerous neighborhood and school beautification projects.

As a real estate professional, I have to look at our community through the eyes of someone moving from other university towns and larger cities. I would like for them to have a great first impression of Starkville! I would appreciate an opportunity to serve on the board where I can be a voice for other real estate professionals in Starkville.

Sincerely,

A handwritten signature in cursive script that reads "Libby Gerald". The signature is written in dark ink and is positioned above the printed name.

Libby Gerald



MISSISSIPPI STATE
UNIVERSITY™

NSPARC

P.O. Box 6027
600 Russell St.
Mississippi State, MS 39762

P. 662.325.9242

F. 662.325.1310

www.nsparc.msstate.edu

August 18, 2017

Emily Corban
Keep Starkville Beautiful
110 West Main Street
Starkville, MS 39759

Dear Ms. Corban,

I am very excited at the opportunity to come on board with such an outstanding effort as Keep Starkville Beautiful. I have over 10 years of experience in community development with organizations such as MS Main Street and served on many other volunteer based boards in Ripley, MS. I look forward to working with other groups in Starkville to share our common goals of keeping our wonderful city as clean and inviting as it should be.

Sincerely,



Libbi Bryant Havelin

Janet Mullins
12420 Hwy 12 West
Starkville, MS 39759

Emily Corben
Keep Starkville Beautiful

Mayor and Board of Alderman:

As a life long resident of Starkville and the present President of Town and Country Garden Club, I am very interested in serving on this board. The appearance of our town is always the first impression a visitor sees and I always want it to be the Best it can be! Please consider me.

Thank you,
Janet Mullins
662-312-9766



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: September 5, 2017

PAGE: Page 1 of 2

SUBJECT:

Discussion and consideration of approval for Herman Peters, Daniel Havelin, and Emily Corban to attend the Keep Mississippi Beautiful Annual conference in Starkville On September 28th and 29th with costs not to exceed \$90

AMOUNT & SOURCE OF FUNDING

Registration: \$30

Registration: \$30

Registration: \$30

Total: \$90

FISCAL NOTE:

Funding Lines: 002-323-610-374

AUTHORIZATION HISTORY:

The Keep Mississippi Beautiful- Keep Alabama Beautiful Joint Fall Conference will be held in Starkville, Mississippi at The Mill on September 28-29, 2017. Members of Keep Starkville Beautiful will be assisting with this conference.

REQUESTING

DEPARTMENT: Jason Walker Aldermen Ward 4

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

Daniel Havelin @662-323-2525 ext.3136 or Emily Corban @662-323-2525 ext. 3138

SUGGESTED MOTION:

Move approval for Herman Peters, Daniel Havelin, and Emily Corban to attend the Keep Mississippi Beautiful Annual conference in Starkville On September 28th and 29th with costs not to exceed \$90



**KEEP MISSISSIPPI BEAUTIFUL - KEEP ALABAMA BEAUTIFUL
FALL CONFERENCE
SEPTEMBER 28, 29, 2017
THE MILL, MISSISSIPPIAN BALLROOM C
COURTYARD MARRIOTT - HOST HOTEL
STARKVILLE, MISSISSIPPI**



Registration- \$30 for non-Affiliate Directors

THURSDAY, SEPTEMBER 28

10:00	OPTIONAL TOUR - MISSISSIPPI STATE CAMPUS Meet in lobby of Hotel	SITES (still being worked out)
11:45	LUNCH	MILL - BALLROOM C
12:30	WELCOME:	SARAH KOUNTOURIS & JOY MCKEE
12:45	WELCOME TO STARKVILLE	MAYOR LYNN SPRUILL
1:00	INTRODUCTION TO KEEP AMERICA BEAUTIFUL	HELEN LOWMAN, PRESIDENT
	KAB NEWS	KAB STAFF/TRAINER
	GRANTS	KAB STAFF/TRAINER
	HOW TO RECRUIT VOLUNTEERS & KEEP THEM	KAB STAFF/TRAINER
	BOARD MEMBER DEVELOPMENT	KAB STAFF/TRAINER
6:30 - 8:00	DINNER - OUTSIDE PATIO - HOTEL	

FRIDAY, SEPTEMBER 29

7:30	BREAKFAST	CASTLEBERRY ROOM - HOTEL
8:00	MILL - BALLROOM C	
	REPORTING - FOR GOOD STANDING & PRESIDENT CIRCLE	
	NEW PROJECTS/IDEAS FOR YOUR COMMUNITY	
	NEW DIRECTOR, NOW WHAT	
	HOW TO HANDLE BURN OUT	
	TALKING TO PUBLIC OFFICIALS	EVELYN COPELAND, KEEP SIMPSON COUNTY BEAUTIFUL
11:30	CLOSING & DISCUSS 2018 MEETING LOCATION	JOY MCKEE



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA DATE: 9-5-17
PAGE: 1 of 2

SUBJECT: CONSIDERATION OF RESCINDING THE MAY 16, 2017 MOTION OF THE BOARD OF ALDERMEN TO ADVERTISE TO HIRE TWO (2) ADDITIONAL FIREFIGHTERS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: May 16, 2017 Minutes:

CONSIDERATION TO ADVERTISE TO HIRE TWO (2) FIREFIGHTERS, IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, to advertise on September 5, 2017 to hire two (2) additional firefighters and that the candidates, along with their recommended salaries, be presented to the Board of Alderman for consideration of hiring during the Board's regular meeting of October 3, 2017, the Board voted as follows:

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

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

SUGGESTED MOTION:



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 5, 2017

PAGE: 1 of 1

SUBJECT: Consideration of Calling for a Public Hearing to Amend the Smoking ordinance, 2008-08, City of Starkville Code of Ordinances, Chapter 82, Article IV, Code Section 92-91 et seq. to include electronic cigarettes and other nicotine vaporizing devices and products in the definition of smoking products

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This ordinance was authorized in 2008 for the purpose of making the City of Starkville a non-smoking community in public and civic locations. At the time there was no known electronic delivery of nicotine and it was therefore not addressed. This amendment is to further define and refine the ordinance to provide for the inclusion of electronic cigarettes in the category of smoking products to be considered as subject to this ordinance.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Vice Mayor Perkins

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or Vice Mayor Perkins

SUGGESTED MOTION:

Move approval of calling for a public hearing on amending Ordinance 2008-08 and City of Starkville Code of Ordinances, Chapter 82, Article IV, Sec. 82-91 Et seq to include the definition of electronic cigarettes in the definition of smoking products addressed by this ordinance.

ORDINANCE NUMBER 2017-

AN ORDINANCE TO CREATE RULES AND REGULATIONS FOR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment;

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99;

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (*amendments are in italics*):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Childcare facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

"City buildings" means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

“Common areas of buildings” means all areas not part of a tenant’s leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

“Electronic cigarette” means “an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo or electronic pipe.”

“Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

“Employer” means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

“Enclosed Area” means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, ‘other landscaping’ or similar structures.

“Entrance” means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

“Hotel and motel” means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

“Mall” means an enclosed, indoor are-l’ containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

“Private Club” means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition.

“Private residence” means premises owned, rented or leased for temporary or permanent habitation.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted. A private residence is not a public place.

“Restaurants” means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

“Smoking” means to smoke or carry a lighted pipe, cigar, cigarette, nicotine dispensing or tobacco-related products in any form.

“Sports Arena or Venue” means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- a. Childcare facilities.
- b. City buildings including airport facilities, libraries, museums and publically supported facilities.
- c. Common areas in bed and breakfast establishments, hotels and motels.
- d. Elevators and enclosed stairwells.
- e. Health care facilities.
- f. Indoor shopping malls.
- g. Places of employment.
- h. Polling places.
- i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
- j. Public bus and transfer point shelters.
- k. Retail stores.
- l. Enclosed, indoor areas of restaurants and bars.
- m. Self-service laundry facilities.
- n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- o. Indoor sports arenas and venues.
- p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.
- b. Private clubs.

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
- c. Seating areas of outdoor sports arenas and venues.
- d. All airport areas that are within the security fencing of the George M. Bryan field in the City of Starkville, Mississippi.

Section 5: Signage

- a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 2"x2".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor's Responsibilities

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

- a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.

Section 8: Violations and Penalties

- a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and all subsequent offenses on a per incident basis. This offense is *subject to the jurisdiction of the city municipal court.*
- b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

Section 9: Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

Section 10: Severability

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

Section 11: Repeal of Ordinance

This Ordinance Number 2017-____ shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman _____ seconded by Alderman _____
the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	Voted: _____
Sandra Sistrunk	Voted: _____
David Little	Voted: _____
Jason Walker	Voted: _____
Patrick Miller	Voted: _____
Roy A'. Perkins	Voted: _____
Henry Vaughn, Sr.	Voted: _____

ORDAINED AND ADOPTED this the ____ day of _____, A. D., 2017 at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 09/05/2017
PAGE: 1

SUBJECT: Consideration of approving the travel for any Aldermen interested in attending the 2017 Small Town Conference in Oxford, MS from 8 am October 25, 2017 through noon, October 26, 2017.

AMOUNT & SOURCE OF FUNDING: Alderman Travel 001-100-610-350

Registration - \$85 (due by Oct. 2, 2017)
Hotel – \$107 per night
Meals and Travel -

FISCAL NOTE:

REQUESTING **DIRECTOR'S**
DEPARTMENT: Mayor & Board of Aldermen **AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: N/A

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

Suggested Motion: “Move approval for the travel for the Mayor or any Aldermen interested in attending the 2017 Small Town Conference in Oxford, MS from October 25, 2017 through October 26, 2017 with advance travel”.

AGREEMENT
FOR PROFESSIONAL AIRPORT SERVICES
GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

This AGREEMENT is made this ____ day of September, 2017 by and between CITY OF STARKVILLE, hereinafter called the OWNER, 110 West Main Street, Starkville, Mississippi 39759, and Clearwater Consultants, Inc., hereinafter called the ENGINEER with an office located at 316 University Drive, Starkville, Mississippi 39759.

WHEREAS, the OWNER has selected the ENGINEER in accordance with FAA Advisory Circular 150/5100-14D and hereby retains the ENGINEER to furnish engineering and/or planning services at the airport for a variety of projects specifically relating to development and improvements to George M. Bryan Field , which include the following: airport layout update, engineering design of runways, taxiways, aprons, lighting, nav aids, hangars, utilities, runway and taxiway signage, and improvements thereto, surveys for instrument approaches, and other planning and design services as the OWNER may direct. Other engineering and planning projects may be added or modified as necessary. It is also understood that the OWNER may at its discretion choose to execute any of the above projects with its own staff.

WHEREAS, the ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, the OWNER and the ENGINEER, agree that the OWNER, when it so desires, may engage the ENGINEER to provide Professional Airport Services relating to development and improvements to George M. Bryan Field and that each assignment will be authorized by a supplement to this Agreement entitled "WORK AUTHORIZATION NUMBER ____ ", being in accordance with the sequence in which the assignments are made. The OWNER and the ENGINEER each recognize that approval of each work authorization will be subject to negotiation of Scope of Work, Schedule and Fee in accordance with FAA guidelines when required.

SECTION I - SCOPE OF SERVICES

GENERAL

For the purpose of this AGREEMENT, the Airport Director, Rodney Lincoln, is hereby designated as the OWNER's representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter set forth. When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's work authorization, including an estimated cost for specified services, the

ENGINEER shall provide professional services including but not limited to: FAA and State Application and Pre-applications planning, environmental services, design and construction plans, specifications, construction engineering services, and final close out documents for projects (the "Project") such as:

1. Airport Layout Plans
2. Runway/Taxiway Design
3. Apron Design
4. Airfield Lighting Improvements
5. NAVAID Design and Relocations
6. Runway and Taxiway Signage
7. Surveys for Instrument Approaches
8. Other Planning and Engineering Services as may be added by the Owner

SECTION II - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2 and not prohibited by the laws of the State of Mississippi.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization, sample form attached as Exhibit A, which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice-to-Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved work authorization executed by the OWNER nor is the budget stipulated in a work authorization to be exceeded without prior written approval from the OWNER.

Methods of Payment: The following method of payment shall be used:

A. Hourly Fee Schedule plus Expenses

Under this method of payment, the ENGINEER'S compensation will be based on actual hours worked, by discipline, times the then current hourly rate, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee computed to equal fifteen percent (15%) of the actual direct expense. The hourly fee schedule, plus expense method, will only be utilized for work assignments where the exact scope of work is not able to be defined and for construction inspection and testing services. In all cases the ENGINEER'S compensation will be limited to a maximum not-to-exceed amount and so indicated in the work authorization.

B. Lump Sum

For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and ENGINEER will prepare and submit a written request for OWNER's approval. If work is eligible for FAA funding, prior approval of FAA will be obtained.

Payments to the ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices supported by appropriate accounting records or, in the case of a lump sum, by an estimate of the percentage of Project completion. Invoices shall be submitted monthly or bimonthly, as may be appropriate, for the amount of work carried out in that period.

The OWNER shall make the aforementioned payments pursuant to written monthly or bi-monthly statements submitted by the ENGINEER to the OWNER in a format approved by OWNER. Said statements shall describe the services performed by the ENGINEER, itemize fees and charges corresponding to approved work authorization, and provide such supporting documentation as may be required by the OWNER.

SECTION III - OTHER PAYMENTS

In addition to the payments for services specified in Section II hereof, the OWNER further agrees to make payment for the following direct job costs on the basis described.

- A. Miscellaneous Costs: If the ENGINEER should encounter costs directly related to the Project which are not covered by one of the foregoing items, and if the reimbursement of such costs would seem to be a reasonable expense for the OWNER, the ENGINEER shall request reimbursement, in writing, prior to the occurrence of such costs. These costs will be reimbursed in the OWNER'S sole discretion, with such reimbursement not to be unreasonably withheld.
- B. Terms and Conditions: The basis of compensation described is based upon the following conditions.
 - 1. Time charged to the Project by office engineering personnel would include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER'S office, at the site of the Project, or in travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.

SECTION IV - OWNER'S RESPONSIBILITIES

OWNER shall:

- A. Provide all criteria and full information as to OWNER'S requirements for each Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at his disposal all available information pertinent to each Project including previous reports, record drawings and any other data relative to design or construction of each Project.
- C. Furnish to ENGINEER upon its request as required for performance of ENGINEER's Scope Of Services, any existing available data in the OWNER'S possession prepared by the OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services.
- D. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project.

- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

Bear all costs incident to compliance with the requirements of this Section IV.

SECTION V - MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the ENGINEER's opinion of probable construction cost are to be made on the basis of experience and qualifications but the ENGINEER does not guarantee the accuracy of such opinions as compared to a contractor's bid for the Project construction.
- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in the scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, construction, schedule overruns, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and only when those changes are requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section III.
- C. Ownership and Reuse of Documents: All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of the ENGINEER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. If the OWNER does reuse the documents thus, it does so at its own risk. Notwithstanding these provisions, the OWNER shall be provided, upon request, a reproducible copy of any drawing and other data produced under this Agreement at the cost of reproduction.
- D. Responsibility of the ENGINEER:
 - 1. The ENGINEER shall be responsible for the professional quality,

technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement.

2. Approval by the OWNER or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
3. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end, ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

E. Period of Services

1. This agreement shall apply to all Projects specifically relating to development and improvements to George M. Bryan Field and initiated within a Five (5)-year period, more or less, after the effective date of the first Work Authorization. Said period being in accordance with Chapter 2, Section 2-6, of FAA Advisory Circular 150/5 100 14C.
2. The ENGINEER's manhour rates as set forth in Exhibit I shall be in effect for a period of one (1) year following the effective date of this Agreement. It is understood and agreed that the ENGINEER customarily reviews and revises its manhour billing rates annually, and that only such revisions approved by the OWNER shall apply to payments by OWNER pursuant to this Agreement.
3. If OWNER has requested significant modifications or changes in the extent of the Project(s) and/or the time of performance of ENGINEER's services, his various rates of compensation may be adjusted appropriately, subject to renegotiation by ENGINEER and OWNER.
4. If ENGINEER's services for design or during construction of the Project(s) are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided for in Section III. If such delay or suspension extends for more than one year after the effective date of ENGINEER's work authorization, the various rates of compensation provided for in the particular work authorization shall be subject to renegotiation by ENGINEER and OWNER.

F. Termination:

1. This Agreement may be terminated in whole or in part in writing by either party; provided, however, that no such termination may be effected unless the other party is given:
 - a. Not less than ten (30) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER in his performing this Agreement, whether completed or in process at the cost of reproduction.
3. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered through the date of termination and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER.

- G. Remedies: Except as may be otherwise provided in this Agreement, all claims, counter claims, disputes and other matters in question between OWNER and the ENGINEER arising out of or related to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a state court of competent jurisdiction in Oktibbeha County, Mississippi or federal court of competent jurisdiction in the Northern District of Mississippi.

H. Audit: Access to Records

1. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the FAA, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and

transcriptions.

2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after the OWNER makes final payment.

I. Insurance:

1. ENGINEER shall obtain and maintain in full force and effect throughout the term of this Agreement, and any extension or renewal thereof, insurance with an insurance company licensed to do business in the State of Mississippi, and acceptable to OWNER. The insurance shall be issued in the standard form approved by the State Insurance Commission. ENGINEER shall provide OWNER with proof of such insurance so required at the time of executing this Agreement. OWNER reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or the claims history of the industry or ENGINEER.

2. Subject to ENGINEER'S right to maintain reasonable deductibles in such amounts as are approved by OWNER, ENGINEER shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at ENGINEER'S sole expense, insurance policy coverage in the following type and minimum amounts:

- a. Comprehensive General Liability Insurance as shall protect it performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this Agreement, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER. The Comprehensive General Liability Policy shall include, but not be limited to the following:
 - (i) The policy shall afford coverage for contractual liability on the broad form basis and contractual liability specifically covering this Agreement between ENGINEER and OWNER.
 - (ii) The Comprehensive General Liability Policy shall be in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence, for injury to persons and damage to property.
- b. ENGINEER shall carry Comprehensive Liability Insurance

covering all owned, leased, non-owned, and hired automobiles. The Automobile Liability Insurance required shall afford not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence, for injury to persons and damage to property.

- c. ENGINEER shall provide evidence of Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000).
 - d. ENGINEER shall carry Worker's Compensation and Employer's Liability Insurance with statutory limits of \$100,000/500,000/100,000.
- 3. The ENGINEER will require its subcontractors to comply with the above insurance requirements or as may be required by the OWNER.
 - 4. ENGINEER shall provide to OWNER Certificates of Insurance evidencing the insurance required hereunder.

ENGINEER shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance which expire during the term of this Agreement. The Certificates of Insurance shall provide that the insurance company or authorized representative of said company will inform the OWNER in writing thirty (30) days prior to the termination or cancellation of the policy and prior to any material alteration of said policy which would materially reduce coverage, limits or named insured. The certificates shall contain and provide such additional information and provisions as may be requested by the OWNER.
 - 5. The OWNER, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductions as it deems appropriate.
 - 6. The OWNER shall be entitled, upon request and without expense, to review copies of the policies and all endorsements hereto. The OWNER may make any reasonable requests for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either OWNER or ENGINEER or upon the underwriter for any of such policies. Upon request for deletion, revision or modification by OWNER, ENGINEER shall exercise reasonable efforts to accomplish the changes in policy coverage, and shall pay the cost thereof.
 - 7. ENGINEER agrees that with respect to the above required insurance, all insurance contracts will contain the following required provisions:

- (i) Name OWNER and its officers, agents, employees, board members and elected officials as additional insureds (as the interests of such insured may appear) as to all applicable coverage;
 - (ii) Contain an express waiver of subrogation rights in favor of OWNER and its officers, agents, employees, board members and elected officials.
- 8. Insurers shall have no right of recovery against OWNER, it being the intention that the insurance policies shall protect ENGINEER and OWNER and shall be primary coverage for all losses covered by the policies.
- 9. Companies issuing the insurance policies shall have no recourse against OWNER for payment of any premiums or assessments which are negotiated at the sole risk of ENGINEER.
- 10. ENGINEER shall indemnify, defend and save whole and harmless, OWNER and all of its officers, agents and employees against and from any and all claims, suits, judgments, damages, actions, losses, costs and expenses, including attorney's fees, which may be occasioned by or arising out of or from, the conduct of ENGINEER in connection with this Agreement, the conduct of ENGINEER's business pursuant to this Agreement, any occurrence in connection with this Agreement, any act or omission of ENGINEER, or any of its agents, contractors, subcontractors, servants, employees or licensees, whether caused by or attributable solely to ENGINEER and others, or OWNER, and shall pay all judgments, with costs, counsel fees and expenses, which may be obtained against OWNER related to any such claims, all to the extent of the negligence of ENGINEER in undertaking such acts. OWNER agrees to give ENGINEER prompt and reasonable notice of any claims or lawsuits, and ENGINEER shall have the right to investigate, compromise and defend same to the extent of its own interest. The above indemnification shall not apply to any judgment of liability resulting from the sole gross negligence or willful misconduct of OWNER. The terms and provisions contained in this Section are intended to be for the benefit of OWNER and ENGINEER and are not intended to be for the benefit of any third party. The ENGINEER'S duty to indemnify OWNER pursuant to this Agreement shall survive the term of this Agreement.

J. Civil Rights Assurance

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the OWNER shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - (a.) Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - (b.) Cancellation, termination, or suspension of the Agreement, in

whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect interests of the United States.

K. Disadvantaged Business Enterprise (DBE) Assurances:

1. Policy: It is the policy of the DOT that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.
2. DBE Obligation: The Contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

L. Mailing Addresses

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representative as follows, unless and until ENGINEER is otherwise notified:

City of Starkville
101 Lampkin Street
Starkville, Mississippi 39759

Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until OWNER is otherwise notified:

AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
September 2017

Carey Hardin, P.E.
Clearwater Consultants, Inc.
316 University Drive
Starkville, Mississippi 39759

The OWNER and the ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

OWNER: City of Starkville

Name	Date
<u>Honorable D. Lynn Spruill, Mayor</u>	
Typed Name and Position	

WITNESS: _____

ENGINEER: Clearwater Consultants, Inc.

Name	Date
<u>Carey Hardin, President</u>	
Typed Name and Position	

WITNESS: _____



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: September 5, 2017
PAGE: 1

SUBJECT: Request to Approve Work Authorization Number 17-01 for the FAA 2017 AIP Project from Clearwater Consultants, Inc. for George M. Bryan Field, Starkville MS

AMOUNT & SOURCE OF FUNDING: Estimated \$43,990, 90% From 2017 FAA AIP Grant, 5% from MDOT 2017 Match and 5% from Local 2017 Match

FISCAL NOTE: Approved by Airport Board on August 28, 2017

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Accept the Work Authorization Number 17-01 for the FAA 2017 AIP Project from Clearwater Consultants, Inc. for George M. Bryan Field, Starkville MS

Example Work Authorization

CITY OF STARKVILLE – GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number_____

Date: _____

(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between CITY OF STARKVILLE, MISSISSIPPI (OWNER) and Clearwater Consultants, Inc. (ENGINEER) dated September 2017.

Scope of Services:

(The ENGINEER shall prepare a detailed written Scope of Work.)

Time of Performance:

(The duration of the assignment shall be indicated.)

Compensation:

(This section shall establish the ENGINEER's compensation for the particular work authorization and the basis for payment (hourly rate plus reimbursable expenses or lump sum). The ENGINEER shall also attach to the work authorization a detailed work sheet showing personnel by classification, hourly rates, estimated hours and reimbursable expenses including subcontract work.)

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville, Mississippi

Clearwater Consultants, Inc.

Date: September ____, 2017

Date: September ____, 2017

Clearwater Consultants, Inc.
Rate Schedule - 2017

Principal/Project Manager	\$ 155.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 105.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 65.00/Hour
RPR/Field Technician I	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Survey Crew w/Total Station	
Two-Man	\$105.00/Hour
Three-Man	\$135.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: September 5, 2017
PAGE: 1

SUBJECT: Request to Accept Lowest Base Bid for North Boundary Clearing and Fencing and Related Improvements in the Amount of \$52,212.50 and Additive Alternative 1-West Side Clearing and Fencing in the Amount of \$49,425.00 from Columbus Fence Company for George M. Bryan Field, Starkville MS

AMOUNT & SOURCE OF FUNDING: FAA 3-28-0068-021-2017 AIP Grant

FISCAL NOTE: Approved by Airport Board on August 28, 2017

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Accept the Lowest Base Bid for North Boundary Clearing and Fencing and Related Improvements in the Amount of \$52,212.50 and Additive Alternative 1-West Side Clearing and Fencing in the Amount of \$49,425.00 from Columbus Fence Company for George M. Bryan Field, Starkville MS

George M. Bryan Field
North Boundary Fencing and Related Improvements
AIP Project No. 3-28-0068-021-2017
TABULATION OF BIDS RECEIVED July 18, 2017

ITEM	QUANTITY	Columbus Fence Company		Academy Fence Company		Jefcoat Fence Company, Inc.	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. Mobilization	1 LS	\$500.00	\$500.00	\$1,680.00	\$1,680.00	\$3,810.00	\$3,810.00
2. Clearing and Grubbing	1 AC	\$7,500.00	\$7,500.00	\$13,585.00	\$13,585.00	\$17,250.00	\$17,250.00
3. Temprary Erosion Control Log/Wattles, Straw 9" dia.	100 LF	\$10.00	\$1,000.00	\$11.25	\$1,125.00	\$10.00	\$1,000.00
4. 8" Chain Link Fence with 3-Strands of Barbed Wire	2,350 LF	\$16.75	\$39,362.50	\$13.71	\$32,218.50	\$19.00	\$44,650.00
5. 16' Clear Opening Double Gate (Type II)	1 EA	\$1,000.00	\$1,000.00	\$2,155.00	\$2,155.00	\$750.00	\$750.00
6. Seeding	2 AC	\$1,500.00	\$2,250.00	\$506.00	\$759.00	\$400.00	\$600.00
7. Mulching	2 AC	\$400.00	\$600.00	\$836.00	\$1,254.00	\$400.00	\$600.00
TOTAL BASE BID (Verified)			\$52,212.50		\$52,776.50		\$68,660.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids which were opened at the Starkville City Hall on July 18, 2017 at 3:00 p.m local time for the captioned project.
Items in bold italics indicate corrected mathematical extensions.



Carey F. Hardin, P.E.
Mississippi Registration No. 7432



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: September 5, 2017
PAGE: 1

SUBJECT: Request to Accept the Best Bid for Runway Information Sign Replacement/Modifications in the Amount of \$23,184.00 from ADB Safegate Americas, LLC for George M. Bryan Field, Starkville MS

AMOUNT & SOURCE OF FUNDING: FAA 3-28-0068-021-2017 AIP Grant

FISCAL NOTE: Approved by Airport Board on August 28, 2017

AUTHORIZATION HISTORY: See Clearwater Airfield Signage Memo

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

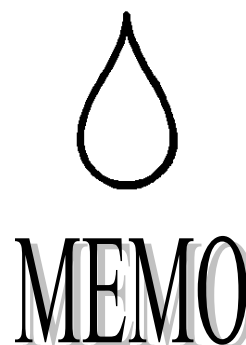
FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Accept the Best Bid for Runway Information Sign Replacement/Modifications in the Amount of \$23,184.00 from ADB Safegate Americas, LLC for George M. Bryan Field, Starkville MS

Clearwater Consultants, Inc.

Environmental Engineers

316 University Drive
Post Office Box 1328
Starkville, Mississippi 39760-1328
(662) 323-8000
(662) 323-2200 Fax
info@clearwaterconsultants.com



Date: July 28, 2017

**To: George M. Bryan Field
2017 AIP Project File**

From: Carey Hardin, P.E.

Re: Airfield Signage Quotations

Specifications were provided to three vendors for quotations for signage equipment.

Quotations were received from all three. The equipment quoted by one of the companies did not comply with the specifications and was not considered.

The other two quotations were essentially identical in price, with a difference of \$24.22 on equipment costing over \$23,000.

-It is my recommendation that the higher quotation supplied by ADB Safegate Americas, LLC represents the "lowest and best quotation" for the following reasons:

-This manufacturer has a history of over 20 years of manufacturing airfield signage. The other manufacturer's equipment gained FAA approval in February 2016. The additional experience is desirable.

-The existing airfield signage and taxiway lighting was manufactured by ADB Safegate Americas, LLC. This allows stocking common components for use in all fixtures.

George M. Bryan Field
Runway Information Sign Replacement/Modification
Supply of Signage Fixtures and Equipment

ITEM	QUANTITY	UNIT PRICE	Astronics DME	ADB Safegate Americas, LLC	
			TOTAL	UNIT PRICE	TOTAL
1. L-858(L) Size 1, Style 2, 3 Module, Double Face Sign and Related Equipment	5 EA	\$1,818.22	\$9,091.10	\$2,090.82	\$10,454.10
2. L-858(L) Size 1, Style 2, 3 Module, Single Face Sign and Related Equipment	4 EA	\$1,984.05	\$7,936.20	\$2,109.30	\$8,437.20
3. L-858(L) Size 1, Style 2, 2 Module, Double Face Sign Retrofit Kits and Related Equipment	2 EA	\$2,427.66	\$4,855.32 *	\$1,333.02	\$2,666.04
4. L-867D 16" x 24" Base, Class 1 A, w/2" grommet openings 0-90-180-270 and Related Equipment	6 EA	\$212.86	\$1,277.16	\$271.11	\$1,626.66
TOTAL Quotation (Verified)			\$23,159.78		\$23,184.00

* Note: Quotation is for new LED equipment.



Carey F. Hardin, P.E.
Mississippi Registration No. 7432



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: September 5, 2017
PAGE: 1

SUBJECT: Request to Accept the Lowest and Best Bid for Installation of Runway Information Sign Replacements/Modifications in the Amount of \$33,350.00 from Woodall Electric for George M. Bryan Field, Starkville MS

AMOUNT & SOURCE OF FUNDING: FAA 3-28-0068-021-2017 AIP Grant

FISCAL NOTE: Approved by Airport Board on August 28, 2017

AUTHORIZATION HISTORY: See Clearwater Airfield Signage Memo

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Accept the Lowest and Best Bid for Installation of Runway Information Sign Replacements/Modifications in the Amount of \$33,350.00 from Woodall Electric for George M. Bryan Field, Starkville MS

George M. Bryan Field
Runway Information Sign Replacement/Modification
Installation of Signage Fixtures and Equipment Provided By Owner

ITEM	QUANTITY	UNIT PRICE	Woodall Electric	UNIT PRICE	Webster Electric
			TOTAL		TOTAL
1. Mobilization	1 LS	\$5,250.00	\$5,250.00	\$11,250.00	\$11,250.00
2. Removal of Existing Size 1- 1 and 2 Module Information Sign Fixture	5 EA	\$125.00	\$625.00	\$1,300.00	\$6,500.00
3. Installation of New Size 1, 3 Module Information Sign, L-858(L) LED Fixtures, in Place on Modified Slab at Existing Location	5 EA	\$1,625.00	\$8,125.00	\$2,500.00	\$12,500.00
4. Installation of New Size 1, 3 Module Information Sign, L-858(L) LED Fixtures, in Place at New Location	4 EA	\$2,800.00	\$11,200.00	\$4,000.00	\$16,000.00
5. Modification of Existing Size 1, 2 Module Information Sign and Installation at New Location	2 EA	\$2,200.00	\$4,400.00	\$3,500.00	\$7,000.00
6. Electrical Junction Structure, L-867, Type D	6 EA	\$625.00	\$3,750.00	\$2,500.00	\$15,000.00
TOTAL BASE BID (Verified)			\$33,350.00		\$68,250.00


 Carey F. Hardin, P.E.
 Mississippi Registration No. 7432



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of one candidate for potential appointment for the vacancy for Ward 4 Board of Adjustment and Appeals.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

There is currently only one vacancy for Ward 4 for Board of Adjustment and Appeals. Robert Camp, a resident of Ward 4, has responded by letter to the advertisement of this vacancy. The position comes with a four-year term. The vacancy was advertised in the Starkville Daily News between May 9th and May 31st of 2017.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @662-323-2525 ext.3136

SUGGESTED MOTION:

Move approval of appointing Robert Camp to the Board of Adjustment and Appeals with a four year term to end on August 31, 2021

Robert A. Camp
104 ½ Maxwell Street
Starkville, MS 39759
662-418-5943
robertandrewcamp@gmail.com

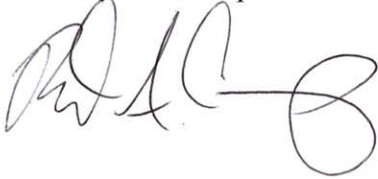
8/29/17

Dear Mayor and the Board of Alderman,

My name is Robert Camp and I am interested in serving on the vacant Board of Adjustment and Appeals position for Ward 4 in the City of Starkville, MS. As you all well know, Starkville is a wonderful community and will only get better over time. Inevitably, new construction and developments will continue to arise throughout our community. That being said, Starkville needs citizens who will make proper decisions and implement correct details, that are fair, just, and follow the procedures that are already set in place. Through previous experiences, being both a member and attending many Congresses of New Urbanism and National Town Builder Association conferences and round tables, I feel my knowledge and creativity will be a valuable asset to this board and I would enjoy serving this wonderful community we call home. Thank you for your consideration.

Kind regards,

Robert A. Camp

A handwritten signature in dark ink, appearing to read 'Robert A. Camp', with a stylized, looping flourish at the end.



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 14

SUBJECT:

A Special Event request by Starkville High School for in-kind services for the 2017 Starkville High School Homecoming Parade.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$950 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 750.00
Sanitation	\$ 150.00
<u>Fire Department</u>	<u>\$ 50.00</u>
TOTAL	\$ 950.00

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicants are requesting in-kind services to hold the 2017 Starkville High School Homecoming Parade. The event will be held on Tuesday, September 26, 2017 at 6 pm. The event will require the closing of several streets (see map on application). The requested service includes SPD, SFD, and Sanitation and with a total cost \$950.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @662-323-2525 ext. 3136 or Emily Corban @662-323-2525 ext. 3138

SUGGESTED MOTION:

Move to approve the Special Events request by Starkville High School for in-kind services for the 2017 Starkville High School Homecoming Parade.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name Starkville High School		Organization Name Student Council	
Address 603 YellowJacket Drive		City Starkville	State MS
		Zip 39759	
E-Mail Address madam@starkville.k12.ms.us		Web Site Address Starkvillesd.com	
Telephone Number 662-324-4130	Facsimile 662-324-4128	Mobile Number 601-810-4179	Pager Number
Type of Organization [] Individual [] Charitable [] Non-Profit Organization (501.C3 Tax Identification # _____) [] For Profit Organization ☒ Other <u>Public School</u>			
On-Site Contact Michael Adam		Mobile Number for On-Site Contact 601-810-4179	

EVENT INFORMATION

Event Name SHS Homecoming Parade		Event Date(s) 9/26/2017		Time 6:00 pm							
Type of Event: (check all that apply)	☐ Carnival	☐ Fundraiser	☐ Run/Walk								
	☐ Concert/Performance	☒ Parade	☐ Sports/Recreational								
	☐ Festival	☐ Private Gathering	☐ Other _____								
	☐ Professional Filming	☐ Reception	_____								
Is this a first time event? [] Yes [] No		If No, date of previous event <u>10/18/2016</u>									
		What was past attendance? <u>500</u>									
Is this event open to the public? ☒ Yes [] No		Admission/Entry Fee \$0		Estimated Total Budget N/A							
Proposed Area (check all that apply)		☐ Cotton District ☒ Main Street ☐ City Park ☐ Other _____									
Setup: (first item to be loaded in on site) Date: 9/26/17 Time: 5:15 pm		Teardown: (last item removed) Date: 9/26/17 Time: 7:30 pm		Estimated Attendance <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Participants:</td> <td style="width: 33%;">Spectators:</td> <td style="width: 33%;">Est.# Hotel Rooms:</td> </tr> <tr> <td style="text-align: center;">200</td> <td style="text-align: center;">500</td> <td style="text-align: center;">0</td> </tr> </table>		Participants:	Spectators:	Est.# Hotel Rooms:	200	500	0
Participants:	Spectators:	Est.# Hotel Rooms:									
200	500	0									
Known Current Sponsor(s) N/A		Beneficiary(ies) N/A									

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☐ Yes ☒ No SHS Marching Band	If Yes, provide the following: ☐ Recorded Music ☐ Live Music ☐ Other (please describe)																					
If Yes, provide the following: Sound System ☐ Yes ☒ No Lighting System ☐ Yes ☒ No Stage ☐ Yes ☒ No Dance Floor ☐ Yes ☒ No																						
Will the event feature food/beverage service? ☐ Yes ☒ No	If Yes, provide Current Known Vendor Names/Telephone # N/A																					
Open Flames or Cooking ☐ Yes ☒ No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>	Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☐ Charcoal ☐ Other _____																					
Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Street:</td> <td style="width: 20%; text-align: center;">Closing</td> <td style="width: 20%; text-align: center;">Opening</td> </tr> <tr> <td></td> <td style="text-align: center;">Day/Time</td> <td style="text-align: center;">Day/Time</td> </tr> <tr> <td>☒ Main Street/University</td> <td style="text-align: center;">9/26 5:15pm</td> <td style="text-align: center;">- 7:30pm</td> </tr> <tr> <td>☐ Russell Street</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>☒ Other <u>Lampkin,</u></td> <td style="text-align: center;">9/26 5:15pm</td> <td style="text-align: center;">- 7:30pm</td> </tr> <tr> <td></td> <td colspan="2" style="text-align: center;">_____</td> </tr> <tr> <td></td> <td colspan="2" style="text-align: center;">Montgomery, and S. Washington</td> </tr> </table>	Street:	Closing	Opening		Day/Time	Day/Time	☒ Main Street/University	9/26 5:15pm	- 7:30pm	☐ Russell Street	_____	_____	☒ Other <u>Lampkin,</u>	9/26 5:15pm	- 7:30pm		_____			Montgomery, and S. Washington	
Street:	Closing	Opening																				
	Day/Time	Day/Time																				
☒ Main Street/University	9/26 5:15pm	- 7:30pm																				
☐ Russell Street	_____	_____																				
☒ Other <u>Lampkin,</u>	9/26 5:15pm	- 7:30pm																				

	Montgomery, and S. Washington																					
Tents or Canopies ☐ Yes ☒ No Applicable if larger than 20' x 15'	If Yes, provide the following: Company																					
Approximate Number of Tents/Size(s)																						
Temporary Perimeter Fencing ☐ Yes ☒ No <i>*Indicate fence locations on site plan</i>	If Yes, provide the following: Company																					
Provide approximate dimensions of fenced area																						
Restrooms, Dumpsters, Sinks ☐ Yes ☒ No	If Yes, provide the following: Company																					
Other Requirements? ☐ Yes ☒ No	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks																					
Explain																						

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Trash Collection	☒ Yes [] No	Requirements:	
Street Sweeper	☒ Yes [] No		
Extra Pickups	[] Yes ☒ No	Number of Workers	Hours

Electrical Services	[] Yes ☒ No	Requirements:	
*Event must use a licensed electrician		Supplemental	[] Generator(s) # _____
		Equipment	[] Light Tower(s) # _____
		(Check all that apply)	

Professional Parking/Valet	[] Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Type	
		[] Fan (pedestal, box, etc.)	
		[] Misting Air	
		[] Air-conditioning	
		[] Heater(s)	

Pyrotechnics / Laser / Special Effects	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|--|---|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☐ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☐ i. First Aid Station | ☐ o. Signs/banners |
| ☐ d. Bleachers | ☐ j. Golf Carts | ☐ p. Ticket agent |
| ☐ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☐ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other _____ |

Explanation of items checked above (list letter for reference):

We will need Main Street closed from Montgomery to Washington.

Line up will be at George Sherman's shopping center.

Parade will travel from George Sherman's to Lampkin to South Montgomery to Main Street to South Washington to Lampkin to the Greensboro Center.

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency

Name of Insurance Agent

Address

City

State

Zip

Phone

Fax

Policy#

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

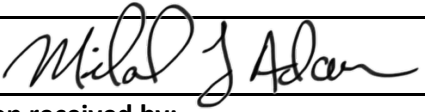
Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

** Lack of Reference is not Grounds for Denial of Application.*

Signature 	Date: 7/10/2017
Application received by:	Date:

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Fax: (662) 323-4143

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

_____ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

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Starkville, MS 39759

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Fax: (662) 323-4143

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: _____

TITLE: _____

ATTEST:

BY: _____

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name Starkville High School		Organization Name Student Council	
Address 603 YellowJacket Drive	City Starkville	State MS	Zip 39759
E-Mail Address madam@starkville.k12.ms.us		Web Site Address starkvillesd.com	
Telephone Number 662-324-4130	Facsimile 662-324-4128	Mobile Number 601-810-4179	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other Public School			

EVENT INFORMATION

Event Name SHS Homecoming Parade	Event Date(s) 9/26/2017	Event Time (5:15-7:00 pm) 6:00 pm
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: We need help from SPD to block off streets. Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Phone: (662) 323-2525

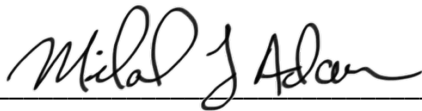
Fax: (662) 323-4143

Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio	☒ Yes	☐ No	Possibly
Television	☐ Yes	☐ No	
Print Ads	☐ Yes	☐ No	
Press Release	☒ Yes	☐ No	
Fliers/Posters	☐ Yes	☐ No	
Direct Mail	☐ Yes	☐ No	
Billboards	☐ Yes	☐ No	
Other	☐ Yes	☐ No	
Explain:	<u>Announced in local newspapers</u>		

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.



SIGNATURE OF APPLICANT

7/10/2017

DATE



STREET/SIDEWALK CLOSING PERMIT APPLICATION

City of Starkville Building Department

City Hall, 101 E. Lampkin Street

Starkville, Mississippi 39759-2944

Phone: (662) 323-8012 Fax: (662) 323-4143

e-mail: buildingdept@cityofstarkville.org

Applicant's Name Starkville High School Cell Number 601-810-4179
Organization Name Student Council Phone Number 662-324-4130
Address 603 YellowJacket Drive City, State ZIP Starkville, MS 39759
On-Site Contact Michael Adam Cell Number 601-810-4179

Exact Location of Closing Main Street from Montgomery to S. Washington
Date and Times of Closing (From) 9/26/2017 5:15 pm (To) 9/26/2017 7:00 pm
(DATE) (TIME) (DATE) (TIME)
Reason for Closing: ☐ Construction ☐ Maintenance ☐ Clean-Up ☒ Other Parade
Will street closing require Police or Fire presence? ☒ Yes ☐ No If yes, who? Police
Will street closing require City Utility presence? ☐ Yes ☒ No If yes, who? _____
Is street closing requested as part of a Special Event? ☒ Yes ☐ No (If "yes," Approval by Mayor and Board is Required)

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

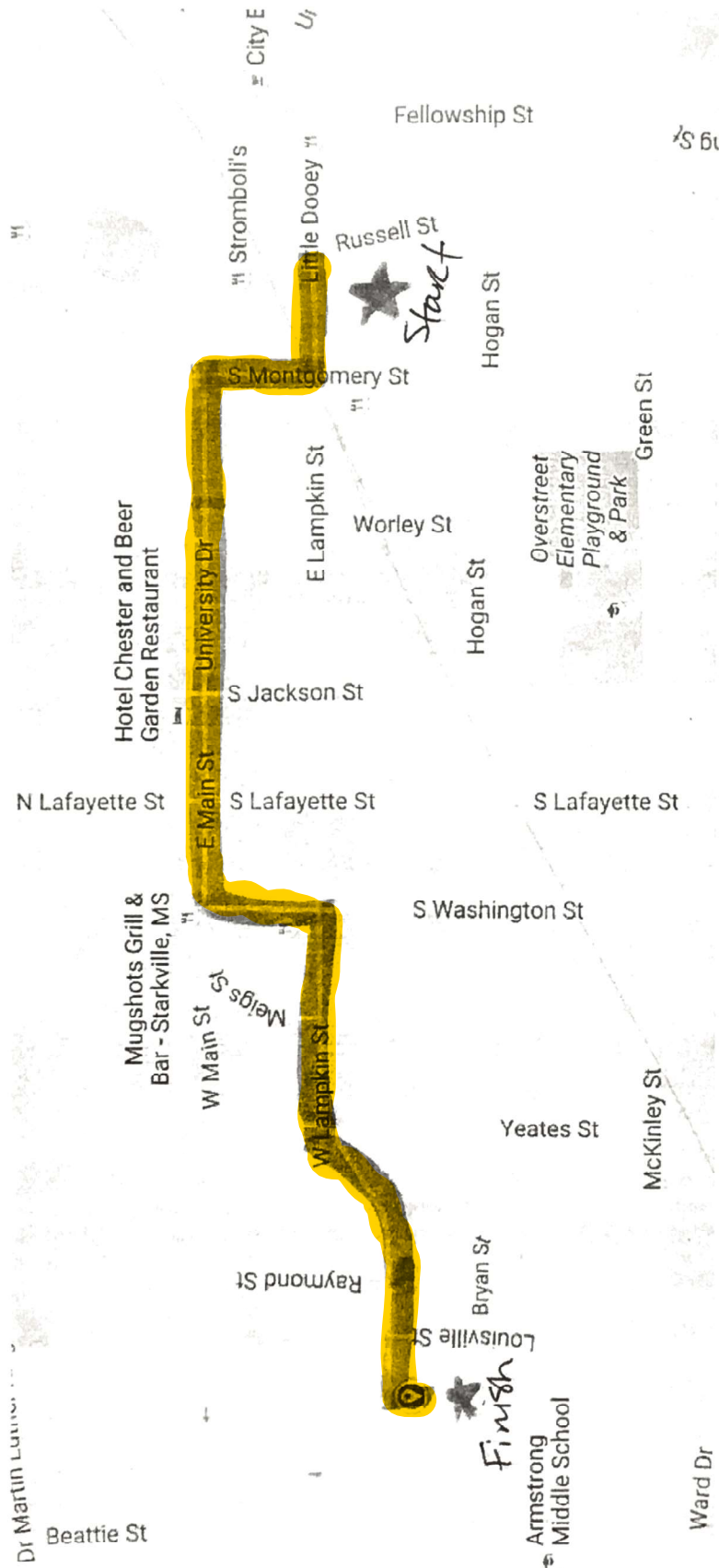
Engineering/Street Dept on _____	Traffic Control Plan Reviewed by:
By _____	_____, City Engineer
Police Department on _____	Fire Department on _____
By _____	By _____
Public Services Department on _____	Electric Department on _____
By _____	By _____
Building Department on _____	Sanitation Department on _____
By _____	By _____

I understand that in consideration for the issuance of the requested street closing permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I assume total responsibility for any damage to public property and street right-of-ways upon determination by City inspection. I assume responsibility for maintaining a safe environment for vehicles, pedestrians and personnel. By way of granting a permit for street/sidewalk closure, the City of Starkville shall not assume any liability for any activity associated with this permit and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City there from.

Submitted By Michael Adam Date 7/10/2017

Permit Approved By _____ Date _____

Starkville High Homecoming Parade Route





Property & Casualty
Insurance Trusts

MISSISSIPPI SCHOOL BOARDS ASSOCIATION
CASUALTY INSURANCE TRUST

DECLARATIONS PAGE

Contract Number: ST229-17C

Member: Starkville Oktibbeha Consolidated School District
401 Greensboro St.
Starkville, MS 39759

Effective Date: 7/1/2017
Expiration Date: 7/1/2018

Coverages	Limits	Deductibles	Contribution
General Liability			
A. Bodily Injury and Property Damage, per occurrence	\$500,000	\$0	Included
per occurrence not subject to Tort Act	\$1,000,000	\$0	Included
B. Personal Injury	\$500,000	\$0	Included
C. Employee Benefit Injury (Claims Made) Employee Benefits Injury (Claims Made)	\$500,000	\$0	Included
D. Products/Completed Operations	Retroactive Date: 7/1/1993		Included
E. Law Enforcement Liability	\$500,000	\$0	Included
Annual Aggregate not subject to Tort Act	\$1,000,000	\$0	Included
F. Per Campus Annual Aggregate	\$1,000,000	\$0	Included
G. Fire Legal Liability	\$500,000	\$0	Included
H. Medical Payments per person	\$5,000	\$0	Included
Medical Payments Annual Aggregate	\$50,000	\$0	Included
Educators Legal Liability (Claims Made)			
A. Wrongful Acts Coverage	Retroactive Date: 7/1/1993		
Per Claim:	\$1,000,000	\$10,000	Included
Annual Aggregate:	\$1,000,000	\$10,000	Included
B. Non Pecuniary Defense Reimbursement	Per Claim:	\$100,000	\$10,000
	Annual Aggregate:	\$100,000	\$10,000
C. Sexual Abuse and Molestation	Per Claim:	\$1,000,000	\$10,000
	Annual Aggregate:	\$1,000,000	\$10,000
Automobile Coverage			
A. Each Accident	\$500,000	\$0	Included
B. Each accident not subject to Tort Act	\$1,000,000	\$0	Included
C. Garagekeepers Legal Liability	\$75,000	\$1,000	Included
D. Medical Payments	Not Covered	Not Covered	Not Covered
E. Uninsured/Underinsured Motorists	Not Covered	Not Covered	Not Covered
F. Hired Car Physical Damage	\$75,000	\$1,000	Included
Total Contribution			\$288,299.00

Anissa R. Young

Authorized Representative



Property & Casualty
Insurance Trusts

MISSISSIPPI SCHOOL BOARDS ASSOCIATION PROPERTY INSURANCE TRUST

DECLARATIONS PAGE

Member: Starkville Oktibbeha Consolidated School District
401 Greensboro St.
Starkville, MS 39759

Contract Number: ST229-17P

Effective Date: 7/1/2017

Expiration Date: 7/1/2018

Coverages

Property

	Limits	Deductibles	Contribution
Pool Limit - per occurrence	\$500,000,000	\$10,000	Included
Electronic Data Processing Equipment	Included	\$10,000	Included
Electronic Data Processing Media	Included	\$10,000	Included
Extra Expense	\$50,000,000	\$10,000	Included
Increased Cost of Construction	\$25,000,000	\$10,000	Included
Accounts Receivable	\$250,000	\$10,000	Included
Valuable Papers and Records	\$250,000	\$10,000	Included
Newly Acquired/Newly Constructed	\$25,000,000	\$10,000	Included
Mobile Equipment - Actual Cash Value	ACV	\$10,000	Included
Fine Arts	\$2,500,000	\$10,000	Included
Property in Transit	\$25,000,000	\$10,000	Included
Debris Removal per occurrence	\$2,500,000	\$10,000	Included
Earthquake	Occurrence & Aggregate \$50,000,000	\$10,000	Included
Flood, except Zones A & V	Occurrence & Aggregate \$50,000,000	\$10,000	Included
Flood Zones A & V	Occurrence & Aggregate Excluded	Excluded	Excluded
Course of Construction	\$25,000,000	\$10,000	Included
Equipment Breakdown Coverage	\$100,000,000	\$10,000	Included
Miscellaneous Unnamed Locations	\$25,000,000	\$10,000	Included
Errors & Omissions	\$50,000,000	\$10,000	Included
Terrorism Coverage	Included	\$10,000	Included

Crime

Employee Dishonesty	\$100,000	\$2,500	Included
Forgery or Alteration	\$100,000	\$2,500	Included
Money and Securities, Inside and Outside	\$100,000	\$2,500	Included
Computer Fraud	\$100,000	\$2,500	Included

Automobile Coverage

Automobile Physical Damage (scheduled vehicles) - Actual Cash Value	ACV	\$1,000	Included
Flood - per occurrence	\$5,000,000		
aggregate	\$10,000,000		
Earthquake - per occurrence	\$5,000,000		
aggregate	\$10,000,000		

Cyber Coverage

Third Party Liability	Annual Aggregates		
Claims-Made Retrodate	7/1/2015		
A. Information Security & Privacy Liability (Claims Made)	\$2,000,000	\$50,000	Included
B. Privacy Notification Costs (Claims Made)	\$500,000	\$50,000	Included
C. Penalties for Regulatory Defense and Penalties (Claims Made)	\$2,000,000	\$50,000	Included
PCI Fines and Penalties Sublimit	\$100,000	\$50,000	Included
D. Website Media Content Liability	\$2,000,000	\$50,000	Included
First Party Computer Security (An 8 Hour Waiting Period applies)			
E. Cyber Extortion Loss Sublimit	\$2,000,000	\$50,000	Included
F. Data Protection Loss and Business Interruption Loss Sublimit	\$2,000,000	\$50,000	Included
G. First Party Business Interruption Sublimits of Liability			Included
1) Hourly Sublimit	\$50,000		Included
2) Forensic Expense Sublimit	\$50,000		Included
3) Dependent Business interruption Sublimit	\$150,000		Included

The Cyber Coverage sublimits displayed above in Items B, C, D, E, F and G above are part of, and not in addition to, the overall Annual Aggregate Limit of Liability for each Insured/Member (Item A)

Total Property Contribution

\$212,138.00

Anissa R. Young

Authorized Representative



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 10

SUBJECT:

A Special Event request by Mystic Society of the Cowbellion Bulldogs to hold the 2017 Mississippi Championship Steak Cookoff and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$2,250.00 with the funding being indirectly associated with the cost of city services from three department.

Estimated costs of the City's in-kind services:

Police Department	\$1,500.00
Sanitation Department	\$ 400.00
<u>Starkville Utilities-Electric</u>	<u>\$ 350.00</u>
TOTAL	\$ 2,250.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the 2017 Mississippi Championship Steak Cookoff and have City participation with in-kind services on October 7, 2017. The event will include several teams cooking to win the state title. Winner will advance to the Arkansas cookoff for the national title. The event will begin at 2 pm and end at 8 pm. The event will have a setup time of 12:00 pm and a takedown time of 10:00 pm. The event will require the closure of Main Street from Jackson Street to Washington Street and the partial closure of North Lafayette Street. Insurance will be required 30 days before the event.

Recommended Conditions of Approval:

1. Proof of insurance is required thirty days prior to October 7, 2017.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-232-2525 ext 3136 or Emily Corban @ 662-232-2525 ext 3138

SUGGESTED MOTION:

Move approval of the 2017 Mississippi Championship Steak Cookoff and have City participation with in-kind services on October 7, 2017 with one condition.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Jason Pepper</u>		Organization Name <u>Mystic Society of the Cowbellion Bulldogs</u>	
Address <u>211 E MAIN St Apt C</u>		City <u>Starkville</u>	State <u>MS</u>
E-Mail Address <u>JASON.PEPPER@PEPPER.SURVEYING.COM</u>		Web Site Address <u>N/A</u>	
Telephone Number <u>662-418-5942</u>	Facsimile <u>N/A</u>	Mobile Number <u>662-418-5942</u>	Pager Number <u>N/A</u>
Type of Organization ☐ Individual ☒ Charitable ☐ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ For Profit Organization ☐ Other _____			
On-Site Contact <u>Hobie Hobart</u>		Mobile Number for On-Site Contact <u>662-769-1715</u>	

EVENT INFORMATION

Event Name <u>Mississippi Championship Steak Cookoff</u>		Event Date(s) <u>10/7/17</u>	Time <u>2:00</u>
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming	☒ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception	☐ Run/Walk ☒ Sports/Recreational ☐ Other <u>Soap Box Derby</u>
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>July 2015</u>	
		What was past attendance? <u>500 +/-</u>	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee <u>\$50/\$75</u>	Estimated Total Budget <u>\$4000</u>	
Proposed Area (check all that apply)	☐ Cotton District ☒ Main Street ☐ City Park ☐ Other _____		
Setup: (first item to be loaded in on site) Date: <u>10/7/17</u> Time: <u>12:00 (Noon)</u>	Teardown: (last item removed) Date: <u>10/7/17</u> Time: <u>10:00 pm</u>	Estimated Attendance Participants: <u>60</u> Spectators: <u>400</u> Est.# Hotel Rooms: <u>?</u>	
Known Current Sponsor(s) <u>Pepper Surveying, Starkville Eye Clinic, Vantage Print Planning</u>		Beneficiary(ies) <u>Huddle Up For Life</u>	

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No		If Yes, provide the following: ☐ Recorded Music ☒ Live Music ☐ Other (please describe)											
If Yes, provide the following: Sound System ☒ Yes ☐ No Lighting System ☐ Yes ☒ No Stage ☒ Yes ☐ No Dance Floor ☐ Yes ☒ No													
Will the event feature food/beverage service? ☒ Yes ☐ No		If Yes, provide Current Known Vendor Names/Telephone # <u>Unknown</u>											
Open Flames or Cooking ☒ Yes ☐ No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>		Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☒ Charcoal ☐ Other _____											
Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted.		Street: ☒ Main Street/University ☐ Russell Street ☐ Other _____	<table border="1"> <thead> <tr> <th>Closing</th> <th>Opening</th> </tr> <tr> <th>Day/Time</th> <th>Day/Time</th> </tr> </thead> <tbody> <tr> <td><u>NOON</u></td> <td><u>10:00pm</u></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Closing	Opening	Day/Time	Day/Time	<u>NOON</u>	<u>10:00pm</u>	_____	_____	_____	_____
Closing	Opening												
Day/Time	Day/Time												
<u>NOON</u>	<u>10:00pm</u>												
_____	_____												
_____	_____												
Tents or Canopies ☐ Yes ☐ No Applicable if larger than 20' x 15'		If Yes, provide the following: Company											
Approximate Number of Tents/Size(s)													
Temporary Perimeter Fencing ☐ Yes ☒ No *Indicate fence locations on site plan		If Yes, provide the following: Company <u>CHRIS SEARS</u> Provide approximate dimensions of fenced area											
Restrooms, Dumpsters, Sinks ☒ Yes ☐ No		If Yes, provide the following: Company <u>CHRIS SEARS</u>											
Other Requirements? ☐ Yes ☐ No		Number of: <u>2</u> Portables <u>1</u> ADA Portables <u>0</u> Restroom Trailers <u>0</u> Dumpsters _____ Sizes <u>0</u> Hand washing Sinks											
Explain													

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Trash Collection	☒ Yes [] No	Requirements:	
Street Sweeper	[] Yes ☒ No		
Extra Pickups	[] Yes ☒ No	Number of Workers	Hours

Electrical Services	☒ Yes [] No	Requirements:	
*Event must use a licensed electrician		<i>Stage</i>	
		Supplemental Equipment	[] Generator(s) # _____
			[] Light Tower(s) # _____
(Check all that apply)			

Professional Parking/Valet	[] Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Type (check all that apply)	[] Fan (pedestal, box, etc.)
			[] Misting Air
			[] Air-conditioning
			[] Heater(s)

Pyrotechnics / Laser / Special Effects	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|--|---|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☒ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☐ i. First Aid Station | ☒ o. Signs/banners |
| ☐ d. Bleachers | ☐ j. Golf Carts | ☒ p. Ticket agent |
| ☐ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☐ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other <u>Soap Box Cars</u> |

Explanation of items checked above (list letter for reference):

BARRICADES @ STREET CLOSINGS
ROAD CLOSURE - SEE PLAN
SOAP BOX RACE

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency		
<u>Will be provided</u>		
Name of Insurance Agent		
<u>Will be provided</u>		
Address		
City	State	Zip
Phone	Fax	Policy#

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Jason Pepper (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

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THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: JASON PETTER

TITLE: VICE PRESIDENT

ATTEST:

BY: Hobie Hobart
Hobie Hobart

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Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio	☒ Yes	☐ No
Television	☐ Yes	☐ No
Print Ads	☒ Yes	☐ No
Press Release	☐ Yes	☐ No
Fliers/Posters	☒ Yes	☐ No
Direct Mail	☐ Yes	☐ No
Billboards	☐ Yes	☐ No
Other	☐ Yes	☐ No

Explain:

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.



SIGNATURE OF APPLICANT

8/8/17

DATE

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

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SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

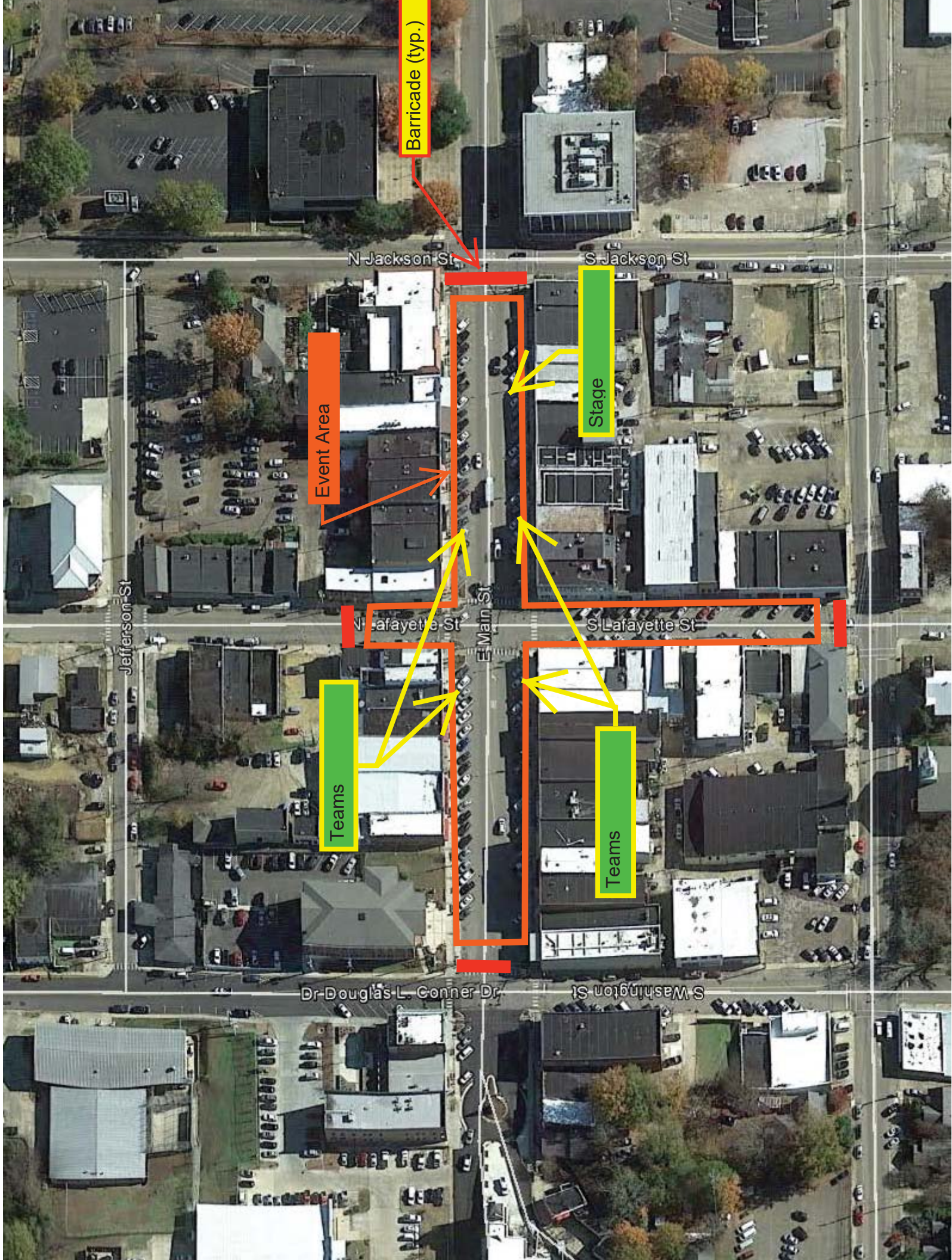
APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name		Organization Name	
Address	City	State	Zip
E-Mail Address		Web Site Address	
Telephone Number	Facsimile	Mobile Number	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☐ Other			

EVENT INFORMATION

Event Name	Event Date(s)	Event Time
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Funding request in dollars:		Other sources of event funding:



Barricade (typ.)

N Jackson St

S Jackson St

Event Area

Stage

N Lafayette St

S Lafayette St

Teams

Teams

E Main St

Dr Douglas L. Conner Dr

S Washington St

Jefferson St



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

AGENDA ITEM DEPT.: Community Dev-Planning
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 14

SUBJECT:

A Special Event request by Anita Lindsey Bush of Mad Mothers Against Domestic Disputes to hold the 2017 Starkville Community Day and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$4,677.50 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 2,812.50
Sanitation	\$ 1,565.00
<u>Fire Department</u>	<u>\$ 300.00</u>
TOTAL	\$ 4,677.50

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicant, Anita Lindsey Bush with Mad Mothers Against Domestic Disputes, is requesting in-kind services to hold the 2017 Starkville Community Day at Westside Park. Setup will begin Friday October 6, 2017 at 5:00 PM and tear down will end at 11:30 PM on October 7, 2017. The event will be held on October 7, 2017 from 8:00 AM to 11:30 PM. There will be a walk from 8:00 AM to 9:30 AM (See map attachment for route). Registration for the walk will begin at 7 AM. The last band will begin at 9 pm. The requested services include SPD, SFD, and Sanitation with a total cost \$4,677.50. Insurance will be required 30 days before the event.

Recommended Conditions of Approval:

1. Proof of insurance is required thirty days prior to October 7, 2017.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @662-323-2525 ext. 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move to approve the 2017 Starkville Community Day and have City participation with in-kind services on October 7, 2017 with one condition.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Anita Bush</u>		Organization Name <u>MMA DD (Madd Mothers Against Domestic Dispar)</u>	
Address <u>185 Pecan Acres</u>		City <u>Starkville</u>	State <u>Ms</u>
E-Mail Address <u>anita1ndy34@gmail.com</u>		Zip <u>39759</u>	
Web Site Address			
Telephone Number <u>662-648-7171</u>	Facsimile	Mobile Number <u>662-648-7171</u>	Pager Number
Type of Organization ☐ Individual ☒ Charitable ☒ Non-Profit Organization (501.C3 Tax Identification # <u>1051674</u>) ☐ For Profit Organization ☐ Other			
On-Site Contact		Mobile Number for On-Site Contact	

EVENT INFORMATION

Event Name <u>Starkville Community Day</u>		Event Date(s) <u>Oct 7, 2017</u>	Time <u>8:00am to 9:30-walk</u> <u>10:00 pm - 11:30 pm</u>
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☒ Festival ☐ Professional Filming	☐ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception	☒ Run/Walk ☐ Sports/Recreational ☐ Other
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>Oct 1 2016</u> What was past attendance? <u>5000</u>	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee <u>0</u>	Estimated Total Budget	
Proposed Area (check all that apply)	☐ Cotton District ☐ Main Street ☒ City Park ☒ Other <u>City Streets</u>		
Setup: (first item to be loaded in on site) Date: <u>Oct 6, 2017</u> Time: <u>5:00 pm</u>	Teardown: (last item removed) Date: <u>Oct 7, 2017</u> Time: <u>11:30 pm</u>	Estimated Attendance Participants: Spectators: Est. # Hotel Rooms: <u>10</u>	
Known Current Sponsor(s) <u>Southwire</u> <u>Greater Dav</u>		Beneficiary(ies)	

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Fax: (662) 323-4143

Trash Collection	☒ Yes ☐ No	Requirements:	
Street Sweeper	☐ Yes ☐ No		
Extra Pickups	☐ Yes ☐ No	Number of Workers 6	Hours

Electrical Services	☒ Yes ☐ No	Requirements:	
*Event must use a licensed electrician			
		Supplemental Equipment	☐ Generator(s) # _____ ☐ Light Tower(s) # _____ (Check all that apply)

Professional Parking/Valet	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Type (check all that apply)	
		☐ Fan (pedestal, box, etc.) ☐ Misting Air ☐ Air-conditioning ☐ Heater(s)	

Pyrotechnics / Laser / Special Effects		☐ Yes ☐ No		If Yes, provide the following:	
				Company	
				Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget		

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REFERENCES (For first time event or out of town applicants or as required)

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

** Lack of Reference is not Grounds for Denial of Application.*

Signature _____	Date: _____
Application received by: _____	Date: _____

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

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THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY:

Amata X. Bush

TITLE:

ATTEST:

BY:

B.H.C.
CITY PLANNER

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Advertising and Promotion

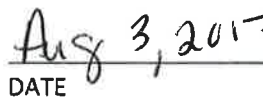
What types of advertising/promotion will be done prior to the event?

Radio	☒ Yes	☐ No
Television	☒ Yes	☐ No
Print Ads	☒ Yes	☐ No
Press Release	☐ Yes	☐ No
Fliers/Posters	☒ Yes	☐ No
Direct Mail	☐ Yes	☐ No
Billboards	☐ Yes	☐ No
Other	☐ Yes	☐ No
Explain:		

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.



SIGNATURE OF APPLICANT



DATE

b) Event Information – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Admission Fee (if any), Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.

c) Advertising and Promotion – If applying for City Sponsorship then a listing of type of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc. The City shall be included in all promotional material commensurate to the level of the value that is requested for in-kind services and financial support.

d) Event Special Features – Plans for sound amplification, stage, dance floor, food and beverage service, open flames, cooking, road closures, tents or canopies (if above the size of 20 x 20), temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/ amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatable devices or structures, security, transportation, signage, sale of tickets, and any other special features planned for in connection with the Event.

e) Insurance – Evidence of insurance conforming to the requirements set forth in these Guidelines in paragraph 16, including name and contact information for Insurance Agency.

f) References – List of four organizations Promoter has done or is doing (for new events) business with in connection with the proposed event. This information is required if the event is a new one and/or the Promoter is from out of the surrounding area.

3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in paragraph 9. If the application is not approved, the security deposit shall be refunded to the Applicant. Checks shall be made payable to the City of Starkville. Payment of the application fee and security deposit does not constitute permission to hold the event.

ESTIMATED ATTENDANCE	APPLICATION FEE
Less than 1,500	\$25
1,501 – 5,000	\$50
5,001-10,000	\$75
10,001-15,000	\$100
15,001-20,000	\$150
20,001 and over	\$200

6. The Building Department shall notify a Promoter in writing of the Committee's decision to recommend denial or approval of an event and when the application will go before the Board of Alderman for final consideration. If the application is recommended for approval, the Promoter shall be notified of any specific requirements determined by the Committee and the time frame for completing such requirements.
7. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.

PAYMENT OF FEES

8. All fees payable to the City of Starkville in connection with an application and Special Event shall be paid with a check, money order or credit card in the name of the organization stated on the application and not later than the time period set forth in these guidelines. Payment shall be made payable to the City of Starkville. Promoter shall pay the City interest, at the highest lawful rate per annum, on all amounts due after 30 days of receipt of invoice.
9. SECURITY DEPOSIT - The minimum security deposit shall be required at the time the Board of Alderman approve the Special Event application and determine the need for a security deposit. The security deposit shall be refunded, if at all, in accordance with these guidelines. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all of the terms and conditions of a Permit (including, without limitation, the compliance with all of the terms and conditions of these guidelines) in the form of a security (performance) bond or a cashier's check made payable to the City of Starkville ("Additional Security Deposit").

A pre-event and post-event site inspection may be conducted by the applicant and the designated Special Event Coordinator/Manager to determine existing conditions. The City may apply all or part of the security deposit and additional security, if any, to any charges due from Promoter or to cure any default of Promoter under the Permit (including, without limitation, charges related to the clean-up and restoration of the areas used by the Promoter, the City shall refund to Promoter any portion of the security deposit and additional security, if any, not used by the City in accordance with the Permit.

14. Promoter shall notify the Building Department and copy the Board of Aldermen and the Event Committee in writing if he intends to cancel or change the dates of the event. No refunds of any security deposit shall be made if Promoter cancels the event for any reason whatsoever within 90 days of the scheduled date.
15. If the event is cancelled or postponed due to a force majeure event, Promoter may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location.

INSURANCE REQUIREMENTS

16. The Promoter or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods:
(Those exempt from the noted insurance requirements shall be arts, wares and crafts vendors, food vendors and artisans)
 - a) Statutory Limits of Workers Compensation Insurance (if applicable)
 - b) Employers Liability \$1,000,000.00
 - c) Commercial General Liability \$1,000,000.00
 - d) General Aggregate \$1,000,000.00
 - e) Product/Completed Operations Aggregate \$1,000,000.00
 - f) Personal & Adv. Injury \$1,000,000.00
 - g) Per Occurrence \$1,000,000.00
 - h) Medical Coverage \$5,000.00 per person
 - i) Fire Liability \$50,000.00 per fire
 - j) Liquor Liability Endorsement \$1,000,000.00/per claim
 - k) Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)

The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

All such insurance shall (i) be issued by a carrier that is licensed to do business in the State of Mississippi; (ii) name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville.

Certificates of Insurance shall be delivered to the Building Department within 30 days prior to the first day of the Special Event. Each such Certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to the City. Certified copies of insurance policies shall be furnished to the City of Starkville upon request.

20. STREET CLOSURES – Certain streets within the City of Starkville may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any Special Event. Applicant shall submit its request for any street closure at the time of the Application; the Committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of barricades and signs shall be the responsibility of and paid for by the Promoter, which costs shall be paid in advance of the Special Event if required by the Event Coordinator.
21. PARKING AND TRANSPORTATION –
- a) If necessary and appropriate, the Promoter shall hire a professional parking company to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Promoter shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, Event participants, patrons (including parking for handicapped patrons), media and special guests.
 - b) Any parking directional signs required by the City will be the responsibility of the Promoter.
22. SITE PLAN –
- a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit. A final site plan, which must be approved by the Events Committee, shall be submitted a minimum of 14 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the City.
 - b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Events Committee, designated Events Coordinator or their designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan will be conducted prior to the event opening.

h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the designated Events Coordinator may be removed and stored by the City at the expense of the Promoter, Planner or host. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

i) The portable toilets that may be required to be located at the event site by and at the sole cost of the Promoter are based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. Promoter is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.

Promoter may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

Attendance	1-4 Hours	5-10 Hours *
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

j) Promoter shall maintain any portion of the City and all other property and facilities used by Promoter in connection with the event in a good, first-class condition. If Promoter fails to do so, the City may perform such maintenance or repair of any such portion or property and Promoter shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).

k) Promoter shall dispose of wastewater (any water from food preparations, hand-washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

27. INDEMNITY – An applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event.
28. DISCRIMINATION –
- a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.
 - b) Americans With Disabilities Act – Promoter shall cause the event to comply with the Americans with Disabilities Act.
29. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS –
- a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.
 - b) Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.
 - c) The issuance of a Special Event Permit grants permission to use the public property proposed to be used in connection with the Special Event (the “licensed premises”). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Event Coordinator first authorizes in writing.
30. MISCELLANEOUS –
- a) Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Promoter shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.
 - b) A holder of a Permit may not and shall have no authority to assign, sell, transfer, pledge, encumber, or otherwise convey a Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.
 - c) No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

DEFINITIONS

32. The following are definitions of the terms used in the Event Guidelines:

a) *Applicant* means a Promoter, Planner or host.

b) *Application Fee* means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.

c) *Board of Aldermen* means the legislative body of the City of Starkville.

d) *Contractor or Subcontractor* means the business entity or person that is operating to perform services, work or furnish supplies in the furtherance of the event.

e) *Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

f) *Events Coordinator* means the City official designated by the Board of Aldermen on an ad hoc basis as primarily responsible for managing Special Events or a particular designated event.

g) *Facilities* mean, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

h) *Guidelines* mean these Event Guidelines.

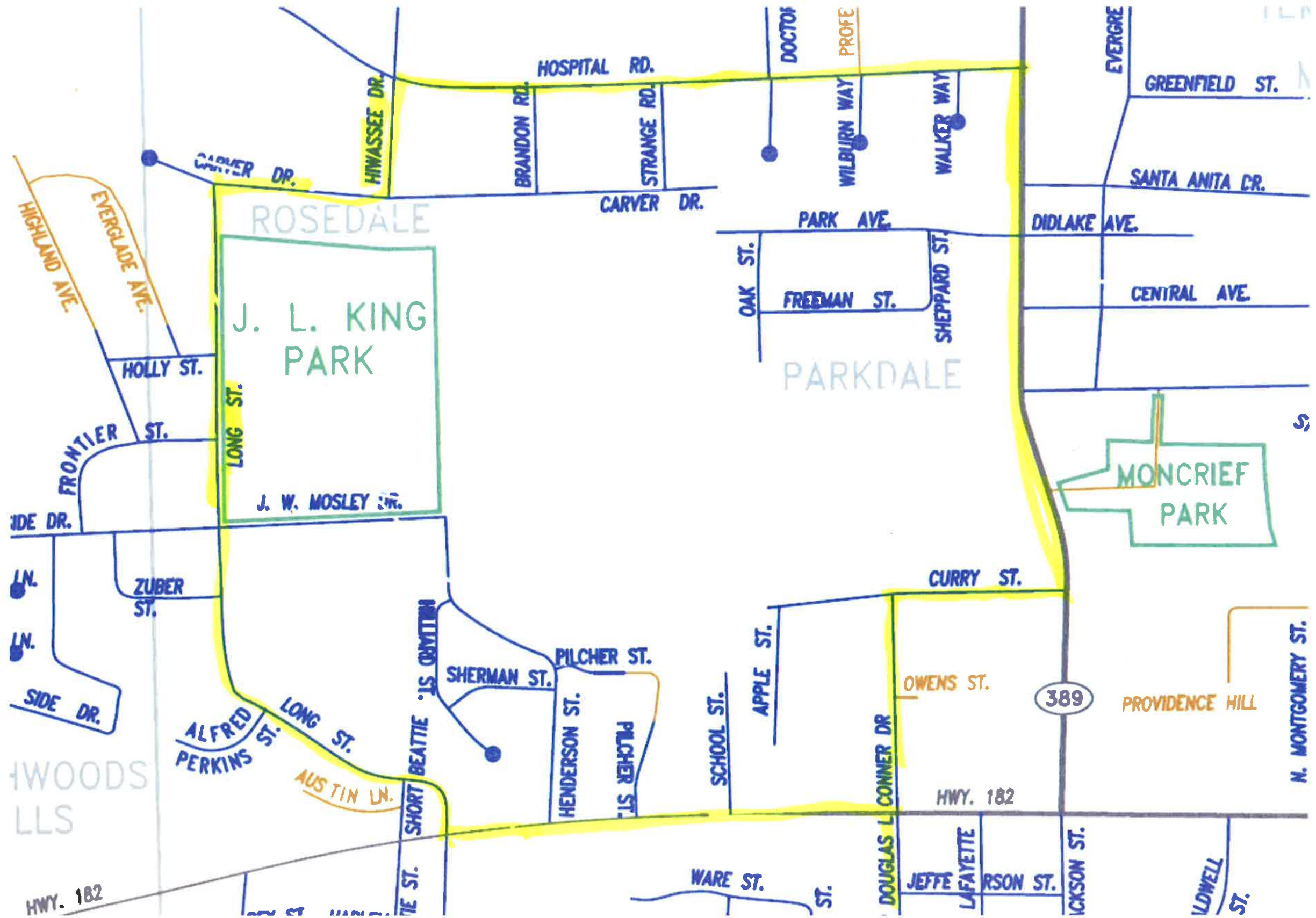
i) *Person* means an individual, firm, partnership, corporation, association, or other legal entity.

j) *Planner* means the person planning a Function, including the Planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner.

k) *Promoter* means the person seeking to hold an Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.

l) *Pyrotechnics* means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

m) *Reimbursable Costs* means all costs and expenses incurred by the City for activities associated with the staging of the Event, including, without limitation, the following:





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 1

SUBJECT:

A request from the United Way to place a banner to promote the Run United 5K Kick Off event that will be held at the Starkville Sports Plex on Saturday, September 23rd. The placement of the requested banner will be at the Sports Plex from September 8th to the 23rd.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders (662) 323-2525

SUGGESTED MOTION:

Move approval to allow the United Way to have a banner at the Starkville Sports Plex to promote the Run United 5K Kick Off event.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 5, 2017
PAGE: Page 1 of 1

SUBJECT:

A request from the Alzheimer's Association to place two banners to promote the Walk to End Alzheimer's that will be held on Saturday, September 9th.

The requested locations of the two subject banners are:

1. Walgreens – 220 Highway 12 West
2. BankFirst – 101 Russell Street

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The September 9, 2017 Walk to End Alzheimer's special event was approved by the Board of Aldermen on June 6, 2017.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders (662) 323-2525

SUGGESTED MOTION:

Move approval to allow the Alzheimer's Association to have two banners to promote the Walk to End Alzheimer's event.



BANNER PERMIT APPLICATION
City of Starkville Code Enforcement Division
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 ext 3130 or 3137
Fax: (662) 323-4143
e-mail: codeenforcement@cityofstarkville.org

Today's Date: 8-7-17 Proposed Dates of Use: Aug 25-17 thru Sept 10, 17

Name of Applicant: Alzheimer's Association

Address: 232 Mkt St. Franklin, MS

Name of Property Owner (if not applicant): Walgreens, Bank of America

Property Owner Authorization Letter Provided? ☐ YES ☐ NO Zoning: _____

Location of Banner: Walgreens + Bank of America

Size of Banner: 4 FT (H) x 6 FT (W) = 0.0 Square Feet

Phone Number: 662-418-3001 Application Fee: \$ _____

BANNER INFORMATION

- **Banner** means a display, informational sign or other advertising device constructed of cloth, canvas, fabric, wood, foam-core or fiber-board, or other temporary material, with or without a structural frame, and intended for a limited period of display and used to advertise an event, product, business or service.
- Banners displaying commercial advertisements are allowed by permit in the following zoning districts: C-1, C-2, C-3, B-1, PUD, R-5, R-6 and R-M.
- The cost of all banner, temporary signage and grand opening permits is **\$15.00** per 15 days plus 5%
 - A. All banners displaying commercial advertisements shall be displayed for a maximum of fifteen (15) calendar days.
 - B. Banners are permitted for only six (6) periods per location per calendar year.
 - C. Banners shall not be affixed to poles, trees, wire utility lines or any City owned property.
 - D. A banner shall not exceed twenty-four (24) square feet in size.
 - E. Banners shall not be placed within ten (10) feet of the edge of the paved road or the right-of-way line, whichever is greater.
 - F. Banners shall not advertise alcohol or tobacco products.
 - G. Banners are allowed one time only for a change in use or a change in occupancy of the premises from fourteen (14) days prior to the change in use or occupancy until thirty (30) days after the change in use, ownership or occupancy. This use of a banner shall be referred to as a "**grand opening banner**" and shall require a permit. The grand opening banner shall not count as one of the six periods allowed for banners per year.
 - H. One banner sign is allowed per premises during any period of road construction projected to last for a period of six (6) months or more and involving more than one (1) continuous mile of roadway. Such banner signs are allowed only for the duration of

the roadway construction. Such banner signs shall not exceed twelve (12) square feet in size and shall not face residential areas. Banner signs must be substantially attached to a building, as opposed to being mounted on poles and a permit is required.

ENFORCEMENT

- A. The City of Starkville City Planner and Code Enforcement Inspector shall be directed to enforce all of the provisions of this ordinance.
- B. Any signs not complying with this section shall be collected by the Code Enforcement Inspector and stored at City Hall for a period not to exceed ten (10) days, at which time the signs shall be disposed of.
- C. Any person violating any provision of this ordinance shall, upon conviction, be fined and also pay any administrative costs for each offense and each day such violation continues, shall constitute a separate offense. These fines and costs shall be determined by Resolution of the Mayor and Board of Aldermen.
- D. The Administrative Adjudication Process shall be the preferred method of prosecuting violations of this ordinance for the City of Starkville.

Fine Amounts for Violations of Sign Ordinance					
Violation Type	1 st Offense	2 nd Offense	3 rd Offense	4 th Offense	5 th and All Additional Offenses
Signage	Warning	\$15	\$35	\$65	\$100

Links to additional forms and information:

[Interactive Zoning Map](#)

[Letter of Authorization](#)

[Sign Ordinance](#)

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT AND THAT I UNDERSTAND ALL OF THE ABOVE INFORMATION.

Applicant: Cindy B... Date: 8-7-17

OFFICIAL USE ONLY—DO NOT WRITE BELOW THIS LINE

Ward: _____ Number of banner permits for this location since January 1st _____

Code Violation? ☐ YES ☐ NO

Permit Amount: \$ _____ Permit Number: _____

Approved by: _____ Date: _____

Notes/Special Instructions:

I give my permission to the Alzheimer's Association to place a banner on our property from August 25th - September 10th, pending approval from the city of Starkville. Walgreens will not be responsible for the banner in any form.

Jason Fitzpatrick - Store manager



**Walgreens #06770
220 Highway 12 W
662-323-2129**



Jason Fitzpatrick

Store Manager, #6770

Walgreen Co.

220 Highway 12 W | Starkville | MS 39759

T: 662 323 2129 | F: 662 323 7144

mgr.06770@store.walgreens.com | www.walgreens.com

Member of Walgreens Boots Alliance



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 09/5/2017
PAGE: 1 of several

SUBJECT: Claims Docket through August 30, 2017

AMOUNT & SOURCE OF FUNDING: FY 2016 – 2017 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending August 30, 2017 is \$1,378,123.63
Of which the claims amount for Starkville Utilities is \$ 503,272.14

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments through August 30, 2017 as listed.

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of August 30, 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
RANDALL RICHARDSON	INV0023163	08/21/2017	1340497 CASE WAS NOT BILLED IN CIRCUIT COURT	001-000-149-691		08/21/2017	10,000.00
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-000-053-206		08/23/2017	240.06
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-000-053-206		08/23/2017	315.15
ACE BAIL BONDING-SHARON WILLIAMS	INV0023184	08/25/2017	1337690 REMISSION OF BOND CHARLES GANDY	001-000-149-691		08/25/2017	1,419.25
STARKVILLE DAILY NEWS	INV0023195	08/25/2017	ADVERTISING 000132	001-000-054-205		08/25/2017	132.60
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-000-053-206		08/25/2017	150.81
CYNTHIA HUNT BAIL BONDING	INV0023202	08/28/2017	1334104 REMISSION BOND BISHOP ROBINSON	001-000-149-691		08/28/2017	3,500.00
MARION WATSON	CM0000434	08/30/2017	UMPIRES & REFEREES	001-000-106-604		08/30/2017	-137.50
WAL MART-GENERAL CITY	02520	08/31/2017	MEAL FOR CITIZENS FIRE ACADEMY	001-000-160-697		08/31/2017	39.81
Outstanding Total:							15,660.18
Paid							
TARA SATTERFIELD	INV0023169	08/23/2017	1330338 PAID CASH BOND /FINE REDUCED	001-000-149-691		08/23/2017	225.00
THOMAS TIFFIN	INV0023170	08/23/2017	1337782 CASE DISMISSED	001-000-149-691		08/23/2017	1,061.00
SPRINT MART STORE	INV0023171	08/23/2017	1337833 RESTITUTION FRM MIKETTA REED	001-000-330-135		08/23/2017	15.00
CHRISTOPHER VANCE	INV0023172	08/23/2017	1344722 RETIRED /PAID CASH BOND	001-000-149-691		08/23/2017	500.00
DORTHY ROBINSON	INV0023173	08/23/2017	06-10303 RESTITUTION FRM DENISE BROOKS	001-000-330-135		08/23/2017	20.00
Paid Total:							1,821.00
Department 000 - UNDESIGNATED Total:							17,481.18
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-100-604-330		08/23/2017	280.07
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-100-604-330		08/23/2017	216.06
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-100-604-330		08/25/2017	242.36
Outstanding Total:							738.49
Department 100 - BOARD OF ALDERMEN Total:							738.49

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 110 - MUNICIPAL COURT							
Outstanding							
STRICKLAND COMPANIES	466108-0	08/21/2017	OFFICE SUPPLEIS	001-110-501-200		08/21/2017	332.72
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-110-604-330		08/23/2017	142.19
UNISTAR-SPARCO COMPUTERS, INC	1236127	08/30/2017	15 FT CABLE	001-110-501-200		08/30/2017	16.02
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-110-604-330		08/31/2017	191.05
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-110-604-330		08/31/2017	322.41
PETTY CASH VOUCHERS	INV0023240	08/31/2017	POSTAGE	001-110-501-200		08/31/2017	50.51
Outstanding Total:							1,054.90
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-110-501-200		08/18/2017	322.41
Paid Total:							322.41
Department 110 - MUNICIPAL COURT Total:							1,377.31
Department: 120 - MAYORS OFFICE							
Outstanding							
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-120-604-330		08/23/2017	185.32
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-120-604-330		08/23/2017	50.20
CORNERSTONE GOVERNMENT AFFAIRS, LLC	COSMS-0817	08/25/2017	JULY 16-AUG 15 2017 SRVS	001-120-600-300		08/25/2017	3,333.33
BANKFIRST-VISA PAYMENT	INV0023189	08/25/2017	COMMITTEE SUPPORT	001-120-503-202		08/25/2017	14.98
PRAIRIE CONSTRUCTION	RUSSELL STREET	08/30/2017	ODD FELLOW COLUMNS	001-120-691-550		08/30/2017	4,900.00
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-120-604-330		08/31/2017	29.93
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-120-604-330		08/31/2017	16.07
Outstanding Total:							8,529.83
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-120-501-200		08/18/2017	29.93
Paid Total:							29.93
Department 120 - MAYORS OFFICE Total:							8,559.76
Department: 123 - IT							
Outstanding							
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-123-604-330		08/23/2017	1,278.69
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-123-604-330		08/23/2017	159.82
EQUINOX CORPORATION	6167	08/25/2017	AUGUST 2017	001-123-604-330		08/25/2017	1,025.52
EQUINOX CORPORATION	6233	08/25/2017	SEPTEMBER 2017	001-123-604-330		08/25/2017	1,025.52
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-123-604-330		08/25/2017	154.47

Expense Approval Report
Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MATTHEW ADDY	07076A	08/31/2017	UPS FEES PAID	001-123-630-400		08/31/2017	95.96
Outstanding Total:							3,739.98
Department 123 - IT Total:							3,739.98
Department: 145 - OTHER ADMINISTRATIVE							
Outstanding							
MML	26553	08/21/2017	ANNUAL MEMBERSHIP DUES	001-145-690-556		08/21/2017	7,466.00
OFFICE DEPOT	948151224001	08/23/2017	COPY PAPER	001-145-501-200		08/23/2017	59.98
OFFICE DEPOT	950478855001	08/23/2017	OFFICE SUPPLIES	001-145-501-200		08/23/2017	144.80
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-145-604-330		08/23/2017	40.01
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-145-604-330		08/23/2017	72.78
SULLIVAN'S OFFICE SUPPLY, INC.	25198	08/25/2017	OFFICE SUPPLIES	001-145-501-200		08/25/2017	278.44
SULLIVAN'S OFFICE SUPPLY, INC.	25198.1	08/25/2017	OFFICE SUPPLIES	001-145-501-200		08/25/2017	161.94
SULLIVAN'S OFFICE SUPPLY, INC.	25767	08/25/2017	OFFICE SUPPLIES	001-145-501-200		08/25/2017	45.98
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-376		08/25/2017	123.50
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-377		08/25/2017	5,278.25
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-378		08/25/2017	700.25
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-382		08/25/2017	17,205.35
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-385		08/25/2017	5,311.55
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-387		08/25/2017	5,177.50
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-389		08/25/2017	60.00
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-391		08/25/2017	1,000.00
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-393		08/25/2017	270.00
STATE TREASURER	INV0023192	08/25/2017	JULY 2017 MUNICIPAL COURT SETTLEMENT	001-145-670-395		08/25/2017	275.00
MS DEPT OF PUBLIC SAFETY	INV0023193	08/25/2017	JULY 2017 WIRELESS COMM FEE	001-145-670-386		08/25/2017	3,149.50
STARKVILLE DAILY NEWS	INV0023194	08/25/2017	ADVERTISING	001-145-501-200		08/25/2017	58.44
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-145-604-330		08/25/2017	50.27
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-145-604-330		08/31/2017	304.10
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-145-604-330		08/31/2017	176.55

Expense Approval Report
Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PETTY CASH VOUCHERS	INV0023240	08/31/2017	POSTAGE	001-145-501-200		08/31/2017	49.00
Outstanding Total:							47,459.19
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-145-501-200		08/18/2017	304.10
Paid Total:							304.10
Department 145 - OTHER ADMINISTRATIVE Total:							47,763.29
Department: 169 - LEGAL							
Outstanding							
BRACE L. KNOX, ATTY	INV0023164	08/21/2017	VS ERICA HILL	001-169-600-309		08/21/2017	200.00
Rob Roberson	INV0023181	08/25/2017	VS LEDDREKKO CANNON	001-169-600-309		08/25/2017	200.00
Rob Roberson	INV0023182	08/25/2017	VS RANDY D. HUGHES	001-169-600-309		08/25/2017	200.00
Rob Roberson	INV0023183	08/25/2017	VS MANDY LYNN POPE	001-169-600-309		08/25/2017	200.00
STARKVILLE DAILY NEWS	INV0023194	08/25/2017	ADVERTISING	001-169-615-342		08/25/2017	775.04
STARKVILLE DAILY NEWS	INV0023195	08/25/2017	ADVERTISING 000132	001-169-615-342		08/25/2017	473.92
CHARLES BRUCE BROWN, ATTORNEY	INV0023196	08/25/2017	VS GARNETT BUTLER	001-169-600-309		08/25/2017	200.00
CHARLES BRUCE BROWN, ATTORNEY	INV0023197	08/25/2017	VS JAYLEN JERNIYAN	001-169-600-309		08/25/2017	200.00
Outstanding Total:							2,448.96
Department 169 - LEGAL Total:							2,448.96
Department: 180 - HUMAN RESOURCES							
Outstanding							
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-180-604-330		08/23/2017	266.03
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-180-604-330		08/31/2017	10.64
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-180-604-330		08/31/2017	16.44
Outstanding Total:							293.11
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-180-604-330		08/18/2017	16.44
Paid Total:							16.44
Department 180 - HUMAN RESOURCES Total:							309.55
Department: 190 - CITY PLANNER							
Outstanding							
ECOGRAFX	14301	08/21/2017	WEBHOSTING	001-190-630-401		08/21/2017	500.00
GATEWAY TIRE & SERVICE CENTER	1103781549	08/21/2017	OIL CHANGE FORD#1 Q1444	001-190-525-231		08/21/2017	52.80
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-190-604-330		08/23/2017	240.10
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-190-604-330		08/23/2017	267.64
THE WALKER COLLABORATIVE	7-17	08/25/2017	STARKVILLE CODE	001-190-600-300		08/25/2017	15,765.00

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BANKFIRST-VISA PAYMENT	INV0023175	08/25/2017	PRINTER /SCANNER	001-190-630-401		08/25/2017	175.85
STARKVILLE DAILY NEWS	INV0023194	08/25/2017	ADVERTISING	001-190-604-330		08/25/2017	186.16
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-190-604-330		08/25/2017	218.12
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-190-604-330		08/31/2017	127.40
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-190-604-330		08/31/2017	235.80
Outstanding Total:							17,768.87

Paid

PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-190-501-200		08/18/2017	235.80
Paid Total:							235.80
Department 190 - CITY PLANNER Total:							18,004.67

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215251480	08/23/2017	CITY HALL	001-192-510-220		08/23/2017	25.07
CINTAS	215253169	08/23/2017	CITY HALL	001-192-510-220		08/23/2017	306.03
CINTAS	215256637	08/23/2017	CITY HALL	001-192-510-220		08/23/2017	25.07
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-192-625-380		08/23/2017	41.95
LIGHTS & BALLASTS, LLC	181982	08/25/2017	LIGHTS	001-192-630-403		08/25/2017	65.00
CINTAS	215254880	08/25/2017	CITY HALL	001-192-510-220		08/25/2017	25.07
Outstanding Total:							488.19
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							488.19

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

CITY OF STARKVILLE	INV0023191	08/25/2017	ANNUAL CEMETERY MAINT REIMBURSEMENT	001-196-950-110		08/25/2017	5,000.00
LESLIE DEAN, RLA	526	08/28/2017	ODD FELLOWS UNIV DR 8/18/17	001-196-630-402		08/28/2017	1,100.00
LESLIE DEAN, RLA	527	08/28/2017	ODD FELLOWS HWY 182 8/15/17	001-196-630-425		08/28/2017	550.00
LESLIE DEAN, RLA	528	08/31/2017	MOWING/WEED EATING/DEBRIS REMOVAL	001-196-637-637		08/31/2017	400.00
LESLIE DEAN, RLA	530	08/31/2017	MOWING/WEEDING EATING/DEBRIS REMOVAL	001-196-630-425		08/31/2017	550.00
LESLIE DEAN, RLA	531	08/31/2017	MOWING/WEED EATING/DEBRIS REMOVAL	001-196-630-402		08/31/2017	1,100.00
Outstanding Total:							8,700.00
Department 196 - CEMETERY ADMINISTRATION Total:							8,700.00

Department: 197 - ENGINEERING

Outstanding

EDWARD KEMP	INV0023190	08/25/2017	REIMBURSE -WIRELESS PRESENTER	001-197-600-308		08/25/2017	40.61
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Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-197-604-330		08/31/2017	3.51
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-197-604-330		08/31/2017	6.25
Outstanding Total:							50.37
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-197-604-330		08/18/2017	6.25
Paid Total:							6.25
Department 197 - ENGINEERING Total:							56.62
Department: 201 - POLICE DEPARTMENT							
Outstanding							
BASICS, INC. A Trade America Company	21924	08/11/2017	COPY PAPER	001-201-501-200		08/11/2017	115.50
BASICS, INC. A Trade America Company	21924	08/11/2017	JANITORIAL SUPPLIES	001-201-555-250		08/11/2017	25.50
BASICS, INC. A Trade America Company	21924	08/11/2017	JANITORIAL SUPPLIES	001-201-555-250		08/11/2017	29.94
BASICS, INC. A Trade America Company	21924	08/11/2017	JANITORIAL SUPPLIES INV 21929	001-201-555-250		08/11/2017	163.70
BASICS, INC. A Trade America Company	21924	08/11/2017	JANITORIAL SUPPLIES	001-201-555-250		08/11/2017	68.21
BASICS, INC. A Trade America Company	21924	08/11/2017	JANITORIAL SUPPLIES INV21928	001-201-555-250		08/11/2017	740.75
DANNY MCCLUSKEY TOWING	12201	08/21/2017	TOW EXPEDITION	001-201-600-300		08/21/2017	55.00
FLEET SAFETY EQUIPMENT,INC	162192	08/21/2017	RADAR	001-201-501-200		08/21/2017	2,028.00
CINTAS FIRST AID & SAFETY	5008450486	08/21/2017	FIRST AID	001-201-501-200		08/21/2017	168.76
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-201-604-330		08/23/2017	1,801.13
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-201-625-380		08/23/2017	353.87
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-201-625-380		08/23/2017	1,387.10
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-201-604-330		08/23/2017	3,157.84
STARKVILLE DAILY NEWS	INV0023194	08/25/2017	ADVERTISING	001-201-604-330		08/25/2017	61.30
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-201-604-330		08/25/2017	1,755.27
RACKLEY OIL INC.	000462552	08/28/2017	GAS	001-201-525-231		08/28/2017	2,739.79
RACKLEY OIL INC.	000463055	08/28/2017	GAS	001-201-525-231		08/28/2017	2,900.32
RACKLEY OIL INC.	000463502	08/28/2017	GAS	001-201-525-231		08/28/2017	1,976.67
WAL MART-GENERAL CITY	04164	08/28/2017	CO ALARM	001-201-501-200		08/28/2017	67.36
DELL MARKETING L.P.	10181954687	08/28/2017	COMPUTER EQUIPMENT	001-201-501-200		08/28/2017	1,874.74
DELL MARKETING L.P.	10183348374	08/28/2017	COMPUTER EQUIPMENT	001-201-501-200		08/28/2017	2,441.21
DIGITAL-ALLY	1095760	08/28/2017	REPAIR CAMERA	001-201-630-400		08/28/2017	395.00
UPS STORE 3702	2404	08/28/2017	MAILING SUPPLIES	001-201-501-200		08/28/2017	26.00
ALLEN EDWARDS BODY SHOP	2442	08/28/2017	REPAIRED 9599	001-201-630-360		08/28/2017	4,981.09

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ALLEN EDWARDS BODY SHOP	2446	08/28/2017	REPAIRED VIN#1896 INTERCEPTOR P-48	001-201-630-360		08/28/2017	2,382.71
MAGNOLIA BOTTLED WATER CO	26324	08/28/2017	COOLER -POLICE	001-201-501-200		08/28/2017	22.50
MAGNOLIA BOTTLED WATER CO	27621	08/28/2017	COOLER -POLICE	001-201-501-200		08/28/2017	30.00
TRI-STARR MUFFLER & BRAKES	833395	08/28/2017	OIL CHANGE /CONVERTER #8070#35	001-201-630-360		08/28/2017	773.07
TRI-STARR MUFFLER & BRAKES	834716	08/28/2017	OIL CHANGE #4733/S-40	001-201-630-360		08/28/2017	38.95
TRI-STARR MUFFLER & BRAKES	834723	08/28/2017	FRONT ALIGNMENT #47	001-201-630-360		08/28/2017	85.00
TRI-STARR MUFFLER & BRAKES	834727	08/28/2017	FUEL PUMP MODULE #8069/S- 30	001-201-630-360		08/28/2017	197.93
THE BODE TECHNOLOGY GROUP, INC	BILL 24005	08/28/2017	SECURSWAB COLLECTORS	001-201-501-200		08/28/2017	267.50
AT & T	GC13952	08/28/2017	JULY 2017 NCIC	001-201-600-300		08/28/2017	459.28
GEORGE COLEMAN	INV0023204	08/28/2017	REIMBURSE GAS	001-201-525-231		08/28/2017	16.00
PITTS SIGN COMPANY	INV0023206	08/28/2017	CHANGE CAR NUMBERS	001-201-600-300		08/28/2017	210.00
MAXXSOUTH BROADBAND	INV0023207	08/28/2017	8282 41 101 0488881 POLICE LOUISVILLE JULY CHARGES	001-201-600-300		08/28/2017	120.95
AXON ENTERPRISE, INC	SI1456344	08/28/2017	TASERS	001-201-501-200		08/28/2017	4,268.05
R&M TIRES	000463387	08/31/2017	GAS	001-201-525-231		08/31/2017	101.33
SIRCHIE FINGER PRINT LABORATORIES I	0312041-IN	08/31/2017	GUN SHOT RESIDUE KITS	001-201-556-251		08/31/2017	332.49
R&M TIRES	1114374	08/31/2017	2013 FORD TAURUS - REPAIRS	001-201-630-360		08/31/2017	70.00
R&M TIRES	1114400	08/31/2017	OIL CHANGE	001-201-630-360		08/31/2017	42.00
R&M TIRES	1114407 & 1114417	08/31/2017	TIRE MOUNT & BALANCE : OIL CHANGE	001-201-630-360		08/31/2017	134.50
R&M TIRES	1114415 & 1114406	08/31/2017	OIL CHANGE	001-201-630-360		08/31/2017	87.00
R&M TIRES	114251	08/31/2017	2013 FORD TAURUS - BRAKE PADS	001-201-630-360		08/31/2017	120.00
DANNY MCCLUSKEY TOWING	12203	08/31/2017	TOWING FEE	001-201-600-300		08/31/2017	55.00
PREFERRED COMMUNICATIONS, INC.	2577	08/31/2017	TABLET FOR M/C	001-201-501-200		08/31/2017	2,992.05
MAGNOLIA BOTTLED WATER CO	26357	08/31/2017	WATER	001-201-501-200		08/31/2017	22.50
OKTIBBEHA COUNTY COOPERATIVE	264678	08/31/2017	UNIFORMS - BOOTS	001-201-535-233		08/31/2017	99.85
MAGNOLIA BOTTLED WATER CO	27760	08/31/2017	WATER	001-201-501-200		08/31/2017	22.50
BOARDTOWN BIKES	32525	08/31/2017	PARTS FOR BICYCLES	001-201-556-251		08/31/2017	24.30
WEX Bank /WRIGHT EXPRESS FSC	50609721	08/31/2017	GAS	001-201-525-231		08/31/2017	683.22
WEX Bank /WRIGHT EXPRESS FSC	50609721	08/31/2017	GAS	001-201-525-231		08/31/2017	294.97

Expense Approval Report
Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MID-SOUTH UNIFORM & SUPPLY	564664	08/31/2017	UNIFORMS	001-201-535-233		08/31/2017	2,238.45
IVY AUTO PARTS, LLC.	565944	08/31/2017	2013 FORD TAURUS PARTS (BRAKE PADS)	001-201-630-360		08/31/2017	117.79
IVY AUTO PARTS, LLC.	567003 & 567071	08/31/2017	OIL CHANGE	001-201-630-360		08/31/2017	99.09
IVY AUTO PARTS, LLC.	567179 & 56176	08/31/2017	PARTS	001-201-630-360		08/31/2017	23.09
COPY COW	7295	08/31/2017	FED EX SHIPMENT - MAIL SEGWAY BATTERIES	001-201-604-330		08/31/2017	71.48
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-201-604-330		08/31/2017	22.56
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-201-604-330		08/31/2017	40.23
U.S. POSTAL SERVICE	INV0023235	08/31/2017	STAMPS	001-201-604-330		08/31/2017	49.00
Outstanding Total:							45,929.39
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-201-604-330		08/18/2017	40.23
Paid Total:							40.23
Department 201 - POLICE DEPARTMENT Total:							45,969.62
Department: 215 - CUSTODY OF PRISONERS							
Outstanding							
CLAY COUNTY SHERIFF DEPARTMENT	INV0023205	08/28/2017	JULY 2017 INMATE HOUSING	001-215-541-237		08/28/2017	2,065.00
STARKVILLE RADIOLOGY	1336371418	08/31/2017	MEDS FOR MICHOLAS MONROE	001-215-541-237		08/31/2017	60.00
STARKVILLE SMILES	INV0023236	08/31/2017	DENTIST APPT FOR CHARLES GANDY	001-215-541-237		08/31/2017	96.17
WEBSTER COUNTY SHERIFF DEPT	INV0023237	08/31/2017	DAILY LOG OF MEALS	001-215-541-237		08/31/2017	25.00
Outstanding Total:							2,246.17
Department 215 - CUSTODY OF PRISONERS Total:							2,246.17
Department: 250 - NARCOTICS BUREAU							
Outstanding							
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-250-604-330		08/23/2017	143.40
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-250-604-330		08/25/2017	169.35
Outstanding Total:							312.75
Department 250 - NARCOTICS BUREAU Total:							312.75
Department: 261 - FIRE DEPARTMENT							
Outstanding							
COLUMBUS RUBBER & GASKET CO., INC.	547352-001	08/10/2017	HYD HOSE ASSEMBLY	001-261-630-360		08/10/2017	31.38
ARMY NAVY PAWN SHOP	0060782	08/21/2017	72-PAIRS UNIFORM PANTS	001-261-535-233		08/21/2017	2,736.00
WAL MART-GENERAL CITY	05646	08/21/2017	HV FILTER	001-261-555-250		08/21/2017	28.84

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
LOWE'S	09271	08/21/2017	LOCK /WASP KILLER	001-261-555-250		08/21/2017	11.00
WAL MART-GENERAL CITY	09652	08/21/2017	HVR UPRIGHT	001-261-555-250		08/21/2017	98.00
BELL BUILDING SUPPLY, INC.	199517	08/21/2017	TOOLS	001-261-555-250		08/21/2017	32.14
BELL BUILDING SUPPLY, INC.	199718	08/21/2017	KEY	001-261-555-250		08/21/2017	2.34
RACKLEY OIL INC.	000462551	08/25/2017	DIESEL	001-261-525-231		08/25/2017	251.92
LOWE'S	08302	08/25/2017	DRAWER & CABINET LOCK	001-261-555-250		08/25/2017	11.72
FIRST RESPONSE FIRE- MIKE COLLINS	2546	08/25/2017	FIRE EXT	001-261-630-360		08/25/2017	60.00
STARKVILLE AUTO PARTS	5151-105555	08/25/2017	DRAIN CONTAINER	001-261-630-360		08/25/2017	10.49
STARKVILLE AUTO PARTS	5151-105621	08/25/2017	OIL	001-261-525-231		08/25/2017	99.33
QUILL CORPORATION	8770261	08/25/2017	OFFICE SUPPLIES	001-261-501-200		08/25/2017	79.98
QUILL CORPORATION	8772461	08/25/2017	OFFICE SUPPLIES	001-261-501-200		08/25/2017	407.92
QUILL CORPORATION	8780294	08/25/2017	INK	001-261-501-200		08/25/2017	100.99
OREILLY AUTO PARTS	997-375829	08/25/2017	MARRAY HEAT TRANSER	001-261-630-360		08/25/2017	238.99
STARKVILLE DAILY NEWS	INV0023195	08/25/2017	ADVERTISING 000132	001-261-691-550		08/25/2017	122.60
THOMPSON MACHINERY	WO370024360	08/25/2017	REPAIR PTO	001-261-630-360		08/25/2017	4,394.83
GALL'S INC	008011832	08/28/2017	UNIFORM	001-261-535-233		08/28/2017	125.00
STARKVILLE AUTO PARTS	5151-105544	08/28/2017	DEX-COOL FD2	001-261-630-360		08/28/2017	31.98
JMCM CONSULTING	151529	08/28/2017	5% PROFESSIONAL SRV	001-261-600-300		08/28/2017	12,410.00
RACKLEY OIL INC.	00463054	08/31/2017	FUEL FOR TRUCKS	001-261-525-231		08/31/2017	364.37
ARMY NAVY PAWN SHOP	0063167	08/31/2017	UNIFORMS PANTS	001-261-535-233		08/31/2017	342.00
LOWE'S	10260	08/31/2017	PORTER CABLE HEAT GUN	001-261-630-360		08/31/2017	37.98
NATIONAL	23029	08/31/2017	TSHIRTS	001-261-535-233		08/31/2017	1,374.75
SCRUBWEAR/M'PRINTS							
NATIONAL	23029	08/31/2017	TSHIRTS	001-261-535-233		08/31/2017	614.82
SCRUBWEAR/M'PRINTS							
NATIONAL	23029	08/31/2017	TSHIRTS	001-261-535-233		08/31/2017	788.00
SCRUBWEAR/M'PRINTS							
NATIONAL	23029	08/31/2017	TSHIRTS	001-261-535-233		08/31/2017	1,001.60
SCRUBWEAR/M'PRINTS							
NATIONAL	23029	08/31/2017	TSHIRTS	001-261-535-233		08/31/2017	286.80
SCRUBWEAR/M'PRINTS							
SULLIVAN'S OFFICE SUPPLY, INC.	25739	08/31/2017	OFFICE SUPPLIES	001-261-501-200		08/31/2017	25.08
OKTIBBEHA COUNTY COOPERATIVE	264638	08/31/2017	SWAT BOOTS	001-261-535-233		08/31/2017	199.70

Outstanding Total: 26,320.55

Department 261 - FIRE DEPARTMENT Total: 26,320.55

Department: 263 - FIRE TRAINING

Outstanding

STATE FIRE ACADEMY	25519	08/21/2017	53007 TRAINING	001-263-600-390		08/21/2017	1,425.00
KENNY WILSON	INV0023200	08/28/2017	TRAINING MEALS	001-263-600-390		08/28/2017	69.53
DEWAYNE DAVIS	INV0023201	08/28/2017	TRAINING MEALS	001-263-600-390		08/28/2017	51.61

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STATE FIRE ACADEMY	25571	08/31/2017	PRE-REGISTERED STUDENT NO SHOW	001-263-600-390		08/31/2017	60.00

Outstanding Total: 1,606.14

Department 263 - FIRE TRAINING Total: 1,606.14

Department: 264 - FIRE COMMUNICATIONS

Outstanding

SECURITY SOLUTIONS	102003	08/21/2017	ANNUAL MONITORING FEE FIRE ST#5	001-264-604-330		08/21/2017	420.00
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-264-604-330		08/23/2017	160.04
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-264-604-330		08/23/2017	199.34
LEAF	7620574	08/25/2017	PHONE SYSTEM	001-264-690-550		08/25/2017	302.95
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-264-604-330		08/25/2017	183.29

Outstanding Total: 1,265.62

Department 264 - FIRE COMMUNICATIONS Total: 1,265.62

Department: 267 - FIRE STATIONS AND BUILDINGS

Outstanding

NORTHEAST EXTERMINATING	310781	08/21/2017	JULY 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	310822	08/21/2017	JULY 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	310836	08/21/2017	JULY 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	310921	08/21/2017	JULY 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	311202	08/21/2017	JULY 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	312493	08/21/2017	AUG 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	312528	08/21/2017	AUG 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	312529	08/21/2017	AUG 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	312543	08/21/2017	AUG 2017	001-267-558-269		08/21/2017	22.00
NORTHEAST EXTERMINATING	312914	08/21/2017	AUG 2017	001-267-558-269		08/21/2017	22.00
GOLDEN TRIANGLE PROPANE, LLC	3515	08/23/2017	TANK RENT	001-267-625-380		08/23/2017	24.00
LOWE'S	09806	08/25/2017	SHOP SUPPLIES	001-267-558-269		08/25/2017	234.81
BOARDTOWN LOCKSMITH	1396	08/28/2017	SRV CALL - DUPLICATE KEYS	001-267-558-269		08/28/2017	30.00
DIRECTV	32098374185	08/31/2017	TV SVCS FOR FIRE ST 5	001-267-625-380		08/31/2017	44.09
ATMOS ENERGY	INV0023238	08/31/2017	AUGUST CHARGES	001-267-625-380		08/31/2017	54.23
ATMOS ENERGY	INV0023238	08/31/2017	AUGUST CHARGES	001-267-625-380		08/31/2017	55.20

Outstanding Total: 662.33

Department 267 - FIRE STATIONS AND BUILDINGS Total: 662.33

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-281-604-330		08/23/2017	150.81
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-281-604-330		08/25/2017	50.27
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	001-281-604-330		08/31/2017	23.84

Expense Approval Report
Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	001-281-604-330		08/31/2017	42.64
Outstanding Total:							267.56
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	001-281-604-330		08/18/2017	42.64
Paid Total:							42.64
Department 281 - BUILDING/CODES OFFICE Total:							310.20
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM							
Outstanding							
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-290-625-380		08/23/2017	131.35
Outstanding Total:							131.35
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:							131.35
Department: 301 - STREET DEPARTMENT							
Outstanding							
OKTIBBEHA COUNTY COOPERATIVE	258509	08/21/2017	SPRAYER	001-301-630-400		08/21/2017	34.99
JCB OF ALABAMA-SOUTHLAND MACHINERY	12369L	08/23/2017	EQUIPMENT	001-301-560-270		08/23/2017	4,790.00
TJ CHEMICALS & SUPPLIES	1806	08/23/2017	CHEMICALS	001-301-555-250		08/23/2017	105.00
TJ CHEMICALS & SUPPLIES	1825	08/23/2017	CHEMICALS	001-301-561-271		08/23/2017	1,870.00
CINTAS	215251464	08/23/2017	STREET	001-301-535-233		08/23/2017	112.85
CINTAS	215251466	08/23/2017	L BROWN	001-301-535-233		08/23/2017	35.00
CINTAS	215253154	08/23/2017	STREET	001-301-535-233		08/23/2017	112.85
CINTAS	215256621	08/23/2017	STREET	001-301-535-233		08/23/2017	120.63
CINTAS	215256623	08/23/2017	L BROWN	001-301-535-233		08/23/2017	35.00
NATIONAL SCRUBWEAR/M'PRINTS	22666	08/23/2017	UNIFORMS	001-301-555-250		08/23/2017	441.00
PAUL'S WELDING	227152	08/23/2017	BASE PLATES	001-301-560-270		08/23/2017	230.00
PAUL'S WELDING	227153	08/23/2017	SEWER GRATE	001-301-560-270		08/23/2017	210.00
POWERSTROKE EQUIPMENT SALES & SVC	2463	08/23/2017	REPAIR SAW	001-301-630-400		08/23/2017	131.48
POWERSTROKE EQUIPMENT SALES & SVC	2476	08/23/2017	DUST FLAPS	001-301-630-400		08/23/2017	27.98
SULLIVAN'S OFFICE SUPPLY, INC.	25169	08/23/2017	OFFICE SUPPLIES	001-301-555-250		08/23/2017	22.84
SULLIVAN'S OFFICE SUPPLY, INC.	25171	08/23/2017	CHAIR MAT	001-301-555-250		08/23/2017	69.00
SHERWIN WILLIAMS CO.	3491-2	08/23/2017	PAINT SUPPLIES	001-301-565-272		08/23/2017	23.45
CINTAS FIRST AID & SAFETY	5008306733	08/23/2017	FIRST AID	001-301-555-250		08/23/2017	74.31
CINTAS FIRST AID & SAFETY	5008450483	08/23/2017	FIRST AID	001-301-555-250		08/23/2017	59.22
MMC MATERIALS, INC.	500989	08/23/2017	CONCRETE	001-301-560-270		08/23/2017	160.50
SHERWIN WILLIAMS CO.	5387-0	08/23/2017	PAINT SUPPLIES	001-301-565-272		08/23/2017	384.63

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
IVY AUTO PARTS, LLC.	563360	08/23/2017	AUTO REPARIS	001-301-630-400		08/23/2017	388.96
IVY AUTO PARTS, LLC.	563757	08/23/2017	CMPLT ASSY	001-301-630-400		08/23/2017	331.98
IVY AUTO PARTS, LLC.	563897	08/23/2017	TOOLS	001-301-630-400		08/23/2017	144.47
PAUL'S WELDING	5983	08/23/2017	BUILD TOP & 2 BOTTOM	001-301-630-400		08/23/2017	480.00
CITY ALIGNMENT SERVICE	65362	08/23/2017	REPLACE WATERPUMP	001-301-630-400		08/23/2017	839.95
CITY ALIGNMENT SERVICE	65468	08/23/2017	REPLACE ALTERNATOR	001-301-630-400		08/23/2017	515.78
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-301-604-330		08/23/2017	142.19
GATEWAY TIRE & SERVICE CENTER	I103774391	08/23/2017	TIRES	001-301-630-400		08/23/2017	70.90
GATEWAY TIRE & SERVICE CENTER	I103780748	08/23/2017	TIRES #706	001-301-630-400		08/23/2017	372.18
GATEWAY TIRE & SERVICE CENTER	I103784933	08/23/2017	TIRES #710	001-301-630-400		08/23/2017	910.72
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-301-604-330		08/23/2017	52.26
BELL BUILDING SUPPLY, INC.	199514	08/25/2017	12"COMB SQUARE	001-301-555-250		08/25/2017	6.35
BELL BUILDING SUPPLY, INC.	199982	08/25/2017	TOOLS	001-301-555-250		08/25/2017	63.04
BELL BUILDING SUPPLY, INC.	199992	08/25/2017	TOOLS	001-301-555-250		08/25/2017	38.98
CINTAS	215254865	08/25/2017	STREET	001-301-535-233		08/25/2017	112.85
CINTAS	215254867	08/25/2017	L BROWN	001-301-535-233		08/25/2017	35.00
BASICS, INC. A Trade America Company	21922	08/25/2017	SPRAY 9 /SHOP TOWELS	001-301-555-250		08/25/2017	204.85
OKTIBBEHA COUNTY COOPERATIVE	260893	08/25/2017	TOOL	001-301-555-250		08/25/2017	59.98
CUSTOM PRODUCTS CORPORATION	292829	08/25/2017	STREET SIGNS	001-301-565-272		08/25/2017	1,929.78
CUSTOM PRODUCTS CORPORATION	292969	08/25/2017	STREET SIGNS	001-301-565-272		08/25/2017	1,273.30
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-301-604-330		08/25/2017	50.27
CINTAS	215253156	08/26/2017	L BROWN	001-301-535-233		08/26/2017	35.00
ADAPCO, INC	113189	08/30/2017	FREIGHT	001-301-561-271		08/30/2017	151.20
ADAPCO, INC	113189	08/30/2017	PERMANONE RTU 4-8	001-301-561-271		08/30/2017	1,642.50
UNITED RENTALS (NORTH AMERICA), INC.	149505725-001	08/30/2017	MINI BUCKET TOOTH	001-301-630-400		08/30/2017	57.00
UNITED RENTALS (NORTH AMERICA), INC.	149505725-001	08/30/2017	ROW PINS	001-301-630-400		08/30/2017	9.00
BELL BUILDING SUPPLY, INC.	200759	08/30/2017	HOOK	001-301-555-250		08/30/2017	10.38
BELL BUILDING SUPPLY, INC.	200759	08/30/2017	COIL	001-301-555-250		08/30/2017	22.90
BELL BUILDING SUPPLY, INC.	200759	08/30/2017	METAL WASHER	001-301-555-250		08/30/2017	4.49
BELL BUILDING SUPPLY, INC.	200759	08/30/2017	TWISTED CLEVIS	001-301-555-250		08/30/2017	16.45
BELL BUILDING SUPPLY, INC.	200759	08/30/2017	SHUTOFF/BALL	001-301-555-250		08/30/2017	3.58
RONNIE JONES CONSTRUCTION, INC	2017922	08/30/2017	FILL SAND	001-301-560-270		08/30/2017	407.68
RONNIE JONES CONSTRUCTION, INC	2017922	08/30/2017	FILL SAND	001-301-560-270		08/30/2017	405.86

Expense Approval Report
Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RONNIE JONES CONSTRUCTION, INC	2017922	08/30/2017	FILL SAND	001-301-560-270		08/30/2017	404.74
BASICS, INC. A Trade America Company	21930	08/30/2017	RAIN SUIT TOP	001-301-555-250		08/30/2017	51.00
BASICS, INC. A Trade America Company	21930	08/30/2017	RAIN SUIT TOP	001-301-555-250		08/30/2017	51.00
BASICS, INC. A Trade America Company	21964	08/30/2017	GLOVES	001-301-555-250		08/30/2017	72.79
PAUL'S WELDING	227159	08/30/2017	MODIFY / REPAIR HOTMIX	001-301-630-400		08/30/2017	60.00
POWERSTROKE EQUIPMENT SALES & SVC	2499	08/30/2017	STIHL OIL	001-301-555-250		08/30/2017	25.98
POWERSTROKE EQUIPMENT SALES & SVC	2499	08/30/2017	STIHL CHAINS	001-301-555-250		08/30/2017	44.97
POWERSTROKE EQUIPMENT SALES & SVC	2505	08/30/2017	STIHL SAW	001-301-560-270		08/30/2017	51.98
CONSOLIDATED PIPE AND SUPPLY	3172948	08/30/2017	PVC GASKET	001-301-561-271		08/30/2017	2,359.00
LOWE'S	07727	08/31/2017	MAILBOX POST	001-301-555-250		08/31/2017	23.72
LOWE'S	07727	08/31/2017	REFLECTIVE MYLAR	001-301-555-250		08/31/2017	0.65
LOWE'S	07727	08/31/2017	REFLECTIVE MYLAR	001-301-555-250		08/31/2017	0.65
LOWE'S	07727	08/31/2017	REFLECTIVE MYLAR	001-301-555-250		08/31/2017	0.65
LOWE'S	07727	08/31/2017	BLK STEEL MAILBOX	001-301-555-250		08/31/2017	18.02
PAUL'S WELDING	227158	08/31/2017	BUILD RACK	001-301-560-270		08/31/2017	250.00
APAC-MISSISSIPPI, INC	4000069803	08/31/2017	MT 9.5MM	001-301-560-270		08/31/2017	427.04
HILL MANUFACTURING COMPANY, INC.	946149-78	08/31/2017	HANG AROUND DEO ISLAND FRESH	001-301-630-400		08/31/2017	54.00
HILL MANUFACTURING COMPANY, INC.	946149-78	08/31/2017	SHEILD QT	001-301-630-400		08/31/2017	149.00
HILL MANUFACTURING COMPANY, INC.	946149-78	08/31/2017	FREIGHT CHARGES	001-301-630-400		08/31/2017	31.05
Outstanding Total:							23,916.80
Paid							
CINTAS	215246579	08/14/2017	L BROWN UNIFORMS	001-301-535-233		08/14/2017	35.00
CINTAS	215248207	08/14/2017	L BROWN UNIFORMS	001-301-535-233		08/14/2017	35.00
Paid Total:							70.00
Department 301 - STREET DEPARTMENT Total:							23,986.80
Department: 302 - STREET LIGHTING							
Outstanding							
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-302-625-380		08/23/2017	29,799.27
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-302-625-380		08/23/2017	22.95
Outstanding Total:							29,822.22
Department 302 - STREET LIGHTING Total:							29,822.22

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 360 - ANIMAL CONTROL							
Outstanding							
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-360-625-380		08/23/2017	1,190.60
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	001-360-604-330		08/23/2017	38.68
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	001-360-604-330		08/25/2017	33.87
Outstanding Total:							1,263.15
Department 360 - ANIMAL CONTROL Total:							1,263.15
Department: 550 - PARKS AND REC DEPARTMENT							
Outstanding							
BUSINESSWRIGHT CONSULTING LLC	390	08/21/2017	SOFTWARE MAINT	001-550-501-200		08/21/2017	125.00
CINTAS FIRST AID & SAFETY	5008450487	08/21/2017	FIRST AID	001-550-501-220		08/21/2017	198.07
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	001-550-600-330		08/23/2017	40.01
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	001-550-600-340		08/23/2017	11,419.22
BANKFIRST-VISA PAYMENT	INV0023176	08/25/2017	YOUTH KICKBALL 2017 SUPPLIES	001-550-501-220		08/25/2017	157.73
SPORTS SPECIALTY	0000017856	08/28/2017	TROPHIES	001-550-600-300		08/28/2017	1,992.00
SPORTS SPECIALTY	0000017857	08/28/2017	SHIRTS	001-550-600-300		08/28/2017	465.00
SPORTS SPECIALTY	0000018216	08/28/2017	TROPHI AWARDS	001-550-600-300		08/28/2017	790.00
SOUTHERN PIPE AND SUPPLY CO., INC	1000839-00	08/28/2017	TEST KIT	001-550-501-220		08/28/2017	243.40
DELL MARKETING L.P.	10181034384	08/28/2017	WIRELESS KEYBOARD	001-550-501-220		08/28/2017	29.99
MS RECREATION AND PARK ASSOC	2708	08/28/2017	MEMBERSHIP DUES	001-550-600-300		08/28/2017	469.18
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	326066	08/28/2017	JUNE 2017 BACKGROUND CHECKS	001-550-600-300		08/28/2017	203.50
HOWELL'S PEST CONTROL	INV0023203	08/28/2017	JULY 2017 PEST CONTROL	001-550-501-220		08/28/2017	90.00
THE LIFEGUARD STORE, INC	INV558960	08/28/2017	RESCUE TUBE	001-550-501-220		08/28/2017	344.35
THE LIFEGUARD STORE, INC	INV579333	08/28/2017	SPINEBOARD KIT	001-550-501-220		08/28/2017	496.00
LOWE'S	10221.	08/30/2017	BLUE HAWK 3 IN BENT POLE	001-550-501-220		08/30/2017	4.75
LOWE'S	10221.	08/30/2017	PROJECT SOURCE 48 IN EXL	001-550-501-220		08/30/2017	8.52
LOWE'S	10221.	08/30/2017	BLUE HAWK 3-IN BENT POLE	001-550-501-220		08/30/2017	25.59
SPORTS CENTER	2243	08/30/2017	FREAK MD J AND FREAK MD	001-550-600-300		08/30/2017	1,150.00
SULLIVAN'S OFFICE SUPPLY, INC.	25368	08/30/2017	PEN REFILLS	001-550-501-200		08/30/2017	30.00
SULLIVAN'S OFFICE SUPPLY, INC.	25368	08/30/2017	PENCIL CUP	001-550-501-200		08/30/2017	1.49
SULLIVAN'S OFFICE SUPPLY, INC.	25368	08/30/2017	PEN REFILLS	001-550-501-200		08/30/2017	18.00
SULLIVAN'S OFFICE SUPPLY, INC.	25369	08/30/2017	CLIPBOARD	001-550-501-200		08/30/2017	2.19
SULLIVAN'S OFFICE SUPPLY, INC.	25475	08/30/2017	ENVELOPES	001-550-501-200		08/30/2017	11.99

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY COOPERATIVE	264284	08/30/2017	MOUSE GLUE TRAP	001-550-501-220		08/30/2017	45.48
OKTIBBEHA COUNTY COOPERATIVE	264284	08/30/2017	MOUSE GLUE TRAP	001-550-501-220		08/30/2017	95.84
OKTIBBEHA COUNTY COOPERATIVE	264284	08/30/2017	MOUSE GLUE TRAP	001-550-501-220		08/30/2017	34.14
MS RECREATION AND PARK ASSOC	2707	08/30/2017	MRPA ANNUAL CONFERENCE REGISTRATION - LISA COX	001-550-600-300		08/30/2017	255.00
MS RECREATION AND PARK ASSOC	2707	08/30/2017	MRPA ANNUAL CONFERENCE REGISTRATION-WILLIAM POCHOP	001-550-600-300		08/30/2017	255.00
MS RECREATION AND PARK ASSOC	2707	08/30/2017	MRPA ANNUAL CONFERENCE REGISTRATION - TRENT HELMS	001-550-600-300		08/30/2017	255.00
MS RECREATION AND PARK ASSOC	2707	08/30/2017	MRPA ANNUAL CONFERENCE REGISTRATION-GERRY LOGAN	001-550-600-300		08/30/2017	255.00
NEWELL PAPER COMPANY	3008539	08/30/2017	TOWELS	001-550-501-208		08/30/2017	39.20
NEWELL PAPER COMPANY	3008539	08/30/2017	BOWL CLIP	001-550-501-208		08/30/2017	24.25
NEWELL PAPER COMPANY	3008539	08/30/2017	MIRROR CLEANER	001-550-501-208		08/30/2017	43.16
NEWELL PAPER COMPANY	3008539	08/30/2017	TISSUE	001-550-501-208		08/30/2017	210.11
NEWELL PAPER COMPANY	3008539	08/30/2017	BLACK LINER	001-550-501-208		08/30/2017	75.05
NEWELL PAPER COMPANY	3009233	08/30/2017	TOWELS	001-550-501-208		08/30/2017	30.21
NEWELL PAPER COMPANY	3009233	08/30/2017	TISSUE	001-550-501-208		08/30/2017	105.06
NEWELL PAPER COMPANY	3009233	08/30/2017	TISSUE	001-550-501-208		08/30/2017	52.02
NEWELL PAPER COMPANY	3009233	08/30/2017	BLACK LINER	001-550-501-208		08/30/2017	37.52
NEWELL PAPER COMPANY	3009233	08/30/2017	PINE SOL	001-550-501-208		08/30/2017	73.08
NEWELL PAPER COMPANY	3009233	08/30/2017	DISINFECTANT	001-550-501-208		08/30/2017	44.50
NEWELL PAPER COMPANY	3009233	08/30/2017	AIR FRESHNER	001-550-501-208		08/30/2017	57.00
NEWELL PAPER COMPANY	3009233	08/30/2017	BOWL CLIP	001-550-501-208		08/30/2017	48.51
ADVANCED COLLISION REPAIR	4423	08/30/2017	REMOVE/REPLACE DOOR GLASS	001-550-600-300		08/30/2017	289.00
G&K SERVICES	6231370701	08/30/2017	ENERGY SURCHG	001-550-501-220		08/30/2017	4.00
G&K SERVICES	6231370701	08/30/2017	3X5 SCAPER MAT	001-550-501-220		08/30/2017	6.60
G&K SERVICES	6231370701	08/30/2017	ENVIRON WW CHRG	001-550-501-220		08/30/2017	8.00
G&K SERVICES	6231370701	08/30/2017	4X6 MAT	001-550-501-220		08/30/2017	17.60
SCHRONDA FAYE EDDINS	INV0023212	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	550.00
ANTHONY STEVENSON	INV0023213	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	850.00
KENNEDI AKINS	INV0023214	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	60.00
VERLEAN AKINS	INV0023215	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	125.00
DIANE CLARK	INV0023216	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	100.00
CHARLES R. TILLERY II	INV0023217	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	890.00
JARQUEZ McCARTER	INV0023218	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	860.00
RONALD JOHNSON JR.	INV0023219	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	610.00
REGGIE (REGINALD) CAMPBELL	INV0023220	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	850.00

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
KEIVIN WARE	INV0023221	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	420.00
MARION WATSON	INV0023222	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	550.00
RACHEL LAMBERT	INV0023223	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	500.00
CODY ROMAN	INV0023224	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	500.00
RICHARD HILL	INV0023225	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	144.00
ANDREW MOCK	INV0023226	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	144.00
ZEBEDEE RICE	INV0023227	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	108.00
CALVIN.WARE	INV0023228	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	108.00
MATTHEW JOHNSON	INV0023229	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	45.00
RAPHAEL McClAIN	INV0023230	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	640.00
CONNIE WISE	INV0023232	08/30/2017	UMPIRES & REFEREES	001-550-600-320		08/30/2017	340.00
CANON FINANCIAL SERVICES, INC	17657912	08/31/2017	CONTRACT CHARGE	001-550-600-300		08/31/2017	382.00
OKTIBBEHA COUNTY COOPERATIVE	264670	08/31/2017	BLACK BOOTS	001-550-501-220		08/31/2017	14.99
OKTIBBEHA COUNTY COOPERATIVE	264670	08/31/2017	ORTHENE	001-550-501-220		08/31/2017	25.78
OKTIBBEHA COUNTY COOPERATIVE	264670	08/31/2017	ARIAT	001-550-501-220		08/31/2017	214.95
NEWELL PAPER COMPANY	3007148	08/31/2017	BLACK LINER	001-550-501-208		08/31/2017	75.05
NEWELL PAPER COMPANY	3007148	08/31/2017	DISINFECTANT	001-550-501-208		08/31/2017	44.50
NEWELL PAPER COMPANY	3007148	08/31/2017	MULTIFOLD TOWELS	001-550-501-208		08/31/2017	30.21
NEWELL PAPER COMPANY	3007148	08/31/2017	TURN TOWELS	001-550-501-208		08/31/2017	78.40
NEWELL PAPER COMPANY	3007842	08/31/2017	MULTIFOLD TOWELS	001-550-501-208		08/31/2017	60.42
NEWELL PAPER COMPANY	3007842	08/31/2017	2PLY TISSUE	001-550-501-208		08/31/2017	52.53
NEWELL PAPER COMPANY	3007842	08/31/2017	TOILET TISSUE	001-550-501-208		08/31/2017	52.03
NEWELL PAPER COMPANY	3007842	08/31/2017	DISINFECTANT	001-550-501-208		08/31/2017	44.50
NEWELL PAPER COMPANY	3007842	08/31/2017	BOWL CLIP	001-550-501-208		08/31/2017	48.51
NEWELL PAPER COMPANY	3007842	08/31/2017	PINE SOL	001-550-501-208		08/31/2017	36.54
NEWELL PAPER COMPANY	3007842	08/31/2017	BLACK LINER	001-550-501-208		08/31/2017	75.05
NEWELL PAPER COMPANY	3007842	08/31/2017	ANTIBACTERIAL	001-550-501-208		08/31/2017	151.70
NEWELL PAPER COMPANY	3010009	08/31/2017	SUPPLIES	001-550-501-208		08/31/2017	58.92
CANON SOLUTIONS AMERICA-BURLINGTON	4023334565	08/31/2017	COPIER MAINTENANCE	001-550-501-200		08/31/2017	57.16
G&K SERVICES	6231367219	08/31/2017	ENERGY SURCHG	001-550-501-220		08/31/2017	4.00
G&K SERVICES	6231367219	08/31/2017	4X6 MAT	001-550-501-220		08/31/2017	17.60
G&K SERVICES	6231367219	08/31/2017	3X5 MAT	001-550-501-220		08/31/2017	6.60
G&K SERVICES	6231367219	08/31/2017	ENVIRON CHRG	001-550-501-220		08/31/2017	8.00
G&K SERVICES	6231374230	08/31/2017	ENVIRON CHRG	001-550-501-220		08/31/2017	8.00
G&K SERVICES	6231374230	08/31/2017	3X5 MAT	001-550-501-220		08/31/2017	6.60
G&K SERVICES	6231374230	08/31/2017	4X6 MAT	001-550-501-220		08/31/2017	17.60
G&K SERVICES	6231374230	08/31/2017	ENERGY SURCHG	001-550-501-220		08/31/2017	4.00
G&K SERVICES	6231376941	08/31/2017	4 X 6 MATS	001-550-501-220		08/31/2017	17.60
G&K SERVICES	6231376941	08/31/2017	3 X 5 MATS	001-550-501-220		08/31/2017	6.60

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
G&K SERVICES	6231376941	08/31/2017	ENERGY SURCHG	001-550-501-220		08/31/2017	4.00
G&K SERVICES	6231376941	08/31/2017	ENVIRON WW CHARGE	001-550-501-220		08/31/2017	8.00
G&K SERVICES	6231378909	08/31/2017	4X6 MAT	001-550-501-220		08/31/2017	17.60
G&K SERVICES	6231378909	08/31/2017	3X5 MAT	001-550-501-220		08/31/2017	6.60
G&K SERVICES	6231378909	08/31/2017	ENERGY SURCHG	001-550-501-220		08/31/2017	4.00
G&K SERVICES	6231378909	08/31/2017	ENVIRON CHR	001-550-501-220		08/31/2017	8.00
SOUTHERN PIPE AND SUPPLY CO., INC	884883	08/31/2017	COMPRESSION COUPLING	001-550-501-220		08/31/2017	12.94
VERIZON WIRELESS	9791194191	08/31/2017	AUGUST CHARGES	001-550-600-300		08/31/2017	494.37
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	PT 20089 1825	001-550-600-300		08/31/2017	38.33
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	ASST VASES	001-550-600-300		08/31/2017	120.00
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	PT CTL MELON	001-550-600-300		08/31/2017	140.00
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	FIRE 15 VASES	001-550-600-300		08/31/2017	30.00
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	BUDBATH	001-550-600-300		08/31/2017	400.00
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	FIRE BIRDBATH	001-550-600-300		08/31/2017	60.00
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	PT CTL MELON	001-550-600-300		08/31/2017	35.00
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	PT CR920	001-550-600-300		08/31/2017	38.33
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	FIRE 21 GECKO	001-550-600-300		08/31/2017	25.20
MAR-LYN CERAMIC SUPPLY, INC.	INV0023234	08/31/2017	GECKO	001-550-600-300		08/31/2017	33.00
ATMOS ENERGY	INV0023238	08/31/2017	AUGUST CHARGES	001-550-600-340		08/31/2017	24.23
Outstanding Total:							32,169.75
Department 550 - PARKS AND REC DEPARTMENT Total:							32,169.75

Department: 600 - CAPITAL PROJECTS

Outstanding

TERRY STIDHAM	15112	08/30/2017	HERITAGE PLACE DRAINAGE IMPROVEMENT	001-600-948-873		08/30/2017	5,178.80
TERRY STIDHAM	16029	08/30/2017	NEEDMORE @ MC DONALD'S SIDEWALK IMPROVEMENTS	001-600-948-874		08/30/2017	1,670.20
TERRY STIDHAM	16029.	08/30/2017	NEEDMORE PHASE 11 SIDEWALK IMPROVEMENT	001-600-948-874		08/30/2017	2,994.75
TERRY STIDHAM	16039	08/30/2017	JACKSON STREEET DRAIN INLET IMPROVEMENT	001-600-948-875		08/30/2017	4,410.00
TERRY STIDHAM	16039.	08/30/2017	GREEN STREET STORM DRAIN IMPROVEMENT	001-600-948-875		08/30/2017	2,790.00
TERRY STIDHAM	16042	08/30/2017	WESTSIDE DRIVE SIDEWALK	001-600-948-877		08/30/2017	8,632.00

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TERRY STIDHAM	17038	08/30/2017	2017 SIDEWALK IMPROVEMENTS PROJECT - PHASE 1	001-600-903-516		08/30/2017	14,047.50
TERRY STIDHAM	897849	08/31/2017	POURING CURB AND GUTTER	001-600-948-873		08/31/2017	4,800.00
Outstanding Total:							44,523.25
Department 600 - CAPITAL PROJECTS Total:							44,523.25
Department: 900 - INTERFUND TRANSACTIONS							
Paid							
BROWN & LANGSTON PLLC	INV0023199	08/25/2017	PARCEL #1180-00153.00	001-900-990-998		08/25/2017	10,250.00
Paid Total:							10,250.00
Department 900 - INTERFUND TRANSACTIONS Total:							10,250.00
Fund 001 - GENERAL FUND Total:							330,507.90
Fund: 002 - RESTRICTED POLICE FUND							
Department: 251 - DRUG EDUCATION FUND							
Outstanding							
MAXXSOUTH BROADBAND	INV0023208	08/28/2017	8282 41 101 0403856 POLICE SUBSTATION JULY CHARGES	002-251-600-300		08/28/2017	171.50
Outstanding Total:							171.50
Department 251 - DRUG EDUCATION FUND Total:							171.50
Fund 002 - RESTRICTED POLICE FUND Total:							171.50
Fund: 015 - AIRPORT FUND							
Department: 505 - AIRPORT							
Outstanding							
COLUMBUS FENCE COMPANY	21107.	08/21/2017	COMMERCIAL FENCING	015-505-918-805		08/21/2017	6,685.00
STARKVILLE UTILITIES	INV0023166	08/23/2017	SED BILLS	015-505-625-380		08/23/2017	1,173.66
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	015-505-604-330		08/23/2017	50.27
RACKLEY OIL INC.	000461868	08/25/2017	GAS	015-505-525-231		08/25/2017	263.36
WAL MART-GENERAL CITY	02078	08/25/2017	OPERATING SUPPLIES	015-505-541-237		08/25/2017	149.03
CANON SOLUTIONS AMERICA-BURLINGTON	435983	08/25/2017	COPIER	015-505-600-338		08/25/2017	1.62
RODNEY LINCOLN	INV0023185	08/25/2017	REIMBURSE - PRINTS	015-505-691-550		08/25/2017	6.00
U.S. POSTAL SERVICE	INV0023186	08/25/2017	ANNUAL RENEWAL	015-505-600-338		08/25/2017	198.00
MAXXSOUTH BROADBAND	INV0023187	08/25/2017	8282 41 101 0438241 AIRPORT	015-505-600-338		08/25/2017	105.65
STARKVILLE DAILY NEWS	INV0023194	08/25/2017	ADVERTISING	015-505-610-340		08/25/2017	125.78
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	015-505-604-330		08/25/2017	50.27
REMOTE SYSTEMS	2297	08/28/2017	REPAIR VHF RADIO	015-505-630-400		08/28/2017	350.89
INTEGRATION							
MAGNOLIA BOTTLED WATER CO	27763	08/28/2017	COOLER -AIRPORT	015-505-691-550		08/28/2017	30.00
EASTERN AVIATION FUELS	2810626	08/28/2017	AVGAS FUEL	015-505-525-232		08/28/2017	14,216.88

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SAFETY FLAG CO. OF AMERICA	46729	08/28/2017	FLAGS	015-505-691-550		08/28/2017	249.89
WAL MART-GENERAL CITY	06091	08/30/2017	50" TV	015-505-501-198		08/30/2017	698.00
WAL MART-GENERAL CITY	06091	08/30/2017	TV MOUNT	015-505-501-198		08/30/2017	59.96
WAL MART-GENERAL CITY	06091	08/30/2017	INVOICE BOOK	015-505-541-237		08/30/2017	17.64
LOWE'S	10272	08/30/2017	FLAT PANEL RECESSED	015-505-501-198		08/30/2017	28.48
CLEARWATER INC., ENVIRONMENTAL ENGI	114.41702	08/30/2017	DRAINAGE IMPROVEMENTS - 2014 FAA AIP GRANT	015-505-720-805		08/30/2017	1,390.00
SIMMONS EROSION CONTROL, INC	116	08/30/2017	DRAINAGE IMPROVEMENT 2014 AIP GRANT	015-505-720-805		08/30/2017	3,184.01
JOHN ETHAN SHARP	4	08/30/2017	CONTRACT LABOR	015-505-600-338		08/30/2017	64.00
JAMES HUNTER MIDDLETON	5	08/30/2017	CONTRACT LABOR	015-505-600-338		08/30/2017	414.00
NESCO ELECTRICAL DISTRIBUTORS	S2191847.001	08/30/2017	150 W CLEAR BULB	015-505-501-198		08/30/2017	210.78
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	015-505-604-330		08/31/2017	0.35
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	015-505-604-330		08/31/2017	0.67
SIMMONS EROSION CONTROL, INC	INV0023241	08/31/2017	2014 GRANT DRAINAGE IMPROVEMENTS	015-505-720-805		08/31/2017	1,426.32
Outstanding Total:							31,150.51
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	015-505-604-330		08/18/2017	0.67
Paid Total:							0.67
Department 505 - AIRPORT Total:							31,151.18
Fund 015 - AIRPORT FUND Total:							31,151.18

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	114.41702	08/30/2017	DRAINAGE IMPROVEMENTS - 2014 FAA AIP GRANT	016-515-600-300		08/30/2017	25,020.00
CLEARWATER INC., ENVIRONMENTAL ENGI	114.41702	08/30/2017	DRAINAGE IMPROVEMENTS - 2014 FAA AIP GRANT	016-515-720-800		08/30/2017	1,390.00
SIMMONS EROSION CONTROL, INC	116	08/30/2017	DRAINAGE IMPROVEMENT 2014 AIP GRANT	016-515-720-805		08/30/2017	57,312.05
SIMMONS EROSION CONTROL, INC	116	08/30/2017	DRAINAGE IMPROVEMENT 2014 AIP GRANT	016-515-720-812		08/30/2017	3,184.00
SIMMONS EROSION CONTROL, INC	INV0023241	08/31/2017	2014 GRANT DRAINAGE IMPROVEMENTS	016-515-720-801		08/31/2017	25,673.69

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SIMMONS EROSION CONTROL, INC	INV0023241	08/31/2017	2014 GRANT DRAINAGE IMPROVEMENTS	016-515-730-625		08/31/2017	1,426.31

Outstanding Total: 114,006.05

Department 515 - RESTRICTED PROJECTS Total: 114,006.05

Fund 016 - RESTRICTED AIRPORT Total: 114,006.05

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

LOWE'S	18522	08/21/2017	CREDIT MEMO 09921 SANITATION	022-322-630-360		08/21/2017	-40.01
NORTHEAST EXTERMINATING	312494	08/21/2017	AUG 2017	022-322-600-300		08/21/2017	30.00
GATEWAY TIRE & SERVICE CENTER	1103772420	08/21/2017	REPAIR FLAT TRK94	022-322-630-360		08/21/2017	53.00
GATEWAY TIRE & SERVICE CENTER	1103774256	08/21/2017	TIRES TRK95	022-322-630-360		08/21/2017	324.14
CINTAS	215251468	08/23/2017	SANITATION	022-322-535-233		08/23/2017	298.20
CINTAS	215251469	08/23/2017	SANITATION	022-322-535-233		08/23/2017	409.35
CINTAS	215253158	08/23/2017	SANITATION	022-322-535-233		08/23/2017	199.25
CINTAS	215256625	08/23/2017	SANITATION	022-322-535-233		08/23/2017	192.46
CSPIRE WIRELESS	INV0023167	08/23/2017	FEB 2017	022-322-604-330		08/23/2017	150.72
CINTAS	215254869	08/25/2017	SANITATION	022-322-535-233		08/25/2017	199.25
CITY OF STARKVILLE	INV0023188	08/25/2017	ADMIN FEES SANITATION	022-322-600-333		08/25/2017	50,000.00
STARKVILLE DAILY NEWS	INV0023194	08/25/2017	ADVERTISING	022-322-604-330		08/25/2017	163.60
STARKVILLE DAILY NEWS	INV0023195	08/25/2017	ADVERTISING 000132	022-322-604-330		08/25/2017	122.60
CSPIRE WIRELESS	INV0023233	08/25/2017	CSPIRE AUGUST 2017	022-322-604-330		08/25/2017	128.21
LOWE'S	10914	08/30/2017	GRACO PROJECT PAINTER (PAINT THE CONTAINER)	022-322-555-250		08/30/2017	254.60
GATEWAY TIRE & SERVICE CENTER	1103786406	08/30/2017	TL TRUCK (FLAT TIRE - INSIDE)	022-322-630-360		08/30/2017	28.50
GATEWAY TIRE & SERVICE CENTER	1103786407	08/30/2017	TL TRUCK MOUNT OUTSIDE	022-322-630-360		08/30/2017	24.50
GATEWAY TIRE & SERVICE CENTER	1103786407	08/30/2017	UNIMOUNT BUD WHEEL	022-322-630-360		08/30/2017	161.95
GATEWAY TIRE & SERVICE CENTER	1103786407	08/30/2017	TRUCK STEM 3 3/4	022-322-630-360		08/30/2017	7.95
GATEWAY TIRE & SERVICE CENTER	1103788195	08/30/2017	FLAT TIRE - OUTSIDE	022-322-630-360		08/30/2017	26.50
GATEWAY TIRE & SERVICE CENTER	1103791447	08/30/2017	TL TRUCK MOUNT OUTSIDE	022-322-630-360		08/30/2017	24.50
GATEWAY TIRE & SERVICE CENTER	1103791447	08/30/2017	TIRE TAX	022-322-630-360		08/30/2017	1.00
GATEWAY TIRE & SERVICE CENTER	1103791447	08/30/2017	ROYAL BLACK RB05 HWY	022-322-630-360		08/30/2017	254.38

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GATEWAY TIRE & SERVICE CENTER	1103794215	08/30/2017	OIL CHANGE, FILTER CHASSIS LUBE	022-322-630-360		08/30/2017	37.95
GATEWAY TIRE & SERVICE CENTER	1103794215	08/30/2017	PENNZ OIL 5W20	022-322-630-360		08/30/2017	4.95
GATEWAY TIRE & SERVICE CENTER	1103794215	08/30/2017	BRAKE INSPECTION	022-322-630-360		08/30/2017	24.95
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	TIRE TAX	022-322-630-360		08/30/2017	3.00
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	AMERICUS C/S DRIVE CS3000	022-322-630-360		08/30/2017	453.28
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	ROYAL BLACK RBK05 HWY	022-322-630-360		08/30/2017	254.38
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	TIRE TAX	022-322-630-360		08/30/2017	1.00
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	TL TRUCK MOUNT OUTSIDE	022-322-630-360		08/30/2017	73.50
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	TL TRUCK MOUNT OUTSIDE	022-322-630-360		08/30/2017	24.50
GATEWAY TIRE & SERVICE CENTER	1103794642	08/30/2017	AMERICUS C/S DRIVE	022-322-630-360		08/30/2017	226.64
BELL BUILDING SUPPLY, INC.	199255	08/30/2017	5 GALLON COLL FOR TRUCK #42	022-322-555-250		08/30/2017	38.49
TERRY'S GARAGE, INC	40805	08/30/2017	BRAKE SHOES / INSTALLATION	022-322-630-360		08/30/2017	933.97
TERRY'S GARAGE, INC	40806	08/30/2017	FILTERS / INSTALLATION	022-322-630-360		08/30/2017	351.85
STARKVILLE AUTO PARTS	5151-105630	08/30/2017	HYDRAULIC HOSE	022-322-555-250		08/30/2017	11.27
STARKVILLE AUTO PARTS	5151-105630	08/30/2017	4G-4FJX	022-322-555-250		08/30/2017	8.99
STARKVILLE AUTO PARTS	5151-105630	08/30/2017	HYDRAULIC FITTING	022-322-555-250		08/30/2017	7.99
STARKVILLE AUTO PARTS	5151-105952	08/30/2017	TRUCK #98 - FUEL HOSE & CLAMPS	022-322-555-250		08/30/2017	5.08
H&O TRUCKS & TRAILER REPAIR 57118 L.L.C.		08/30/2017	REPLACE LEAKING HY D LINES BEHIND	022-322-630-360		08/30/2017	425.00
H&O TRUCKS & TRAILER REPAIR 57118 L.L.C.		08/30/2017	G 25170-1212 HOSE ASSY	022-322-630-360		08/30/2017	499.78
H&O TRUCKS & TRAILER REPAIR 57118 L.L.C.		08/30/2017	CAB	022-322-630-360		08/30/2017	12.75
H&O TRUCKS & TRAILER REPAIR 57118 L.L.C.		08/30/2017	G 81801-002 HOSE ASSY	022-322-630-360		08/30/2017	99.98
H&O TRUCKS & TRAILER REPAIR 57118 L.L.C.		08/30/2017	HYDRAULIC OIL	022-322-630-360		08/30/2017	131.85
OREILLY AUTO PARTS	997-374046	08/30/2017	HYD OIL	022-322-525-231		08/30/2017	689.70
OREILLY AUTO PARTS	997-374046	08/30/2017	BLUE DEF	022-322-525-231		08/30/2017	499.50
OREILLY AUTO PARTS	997-376319	08/30/2017	CIR TESTER	022-322-555-250		08/30/2017	14.99
OREILLY AUTO PARTS	997-376319	08/30/2017	GL-WIPER	022-322-555-250		08/30/2017	16.74
OREILLY AUTO PARTS	997-376319	08/30/2017	BLUE DEF	022-322-555-250		08/30/2017	202.35
OREILLY AUTO PARTS	997-376319	08/30/2017	MOTOR OIL	022-322-555-250		08/30/2017	284.85

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OREILLY AUTO PARTS	997-378157	08/30/2017	GENERATOR TO PAINT CONTAINER	022-322-555-250		08/30/2017	159.99
GATEWAY TIRE & SERVICE CENTER	I103796285	08/30/2017	TRUCK MOUNT	022-322-630-360		08/30/2017	49.00
GATEWAY TIRE & SERVICE CENTER	I103796285	08/30/2017	TIRE TAX	022-322-630-360		08/30/2017	2.00
GATEWAY TIRE & SERVICE CENTER	I103796285	08/30/2017	AMERICUS DRIVE	022-322-630-360		08/30/2017	453.28
GATEWAY TIRE & SERVICE CENTER	110379551	08/31/2017	TL TRUCK MOUNT OUTSIDE	022-322-630-360		08/31/2017	49.00
GATEWAY TIRE & SERVICE CENTER	110379551	08/31/2017	AMERICUS C/ S DRIVE	022-322-630-360		08/31/2017	453.28
GATEWAY TIRE & SERVICE CENTER	110379551	08/31/2017	TIRE TAX	022-322-630-360		08/31/2017	2.00
GATEWAY TIRE & SERVICE CENTER	1103796227	08/31/2017	TIRE TAX	022-322-630-360		08/31/2017	2.00
GATEWAY TIRE & SERVICE CENTER	1103796227	08/31/2017	AMERICUS C/S DRIVE	022-322-630-360		08/31/2017	453.28
GATEWAY TIRE & SERVICE CENTER	1103796227	08/31/2017	TL TRUCK MOUNT OUTSIDE	022-322-630-360		08/31/2017	49.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690072017	08/31/2017	BANK DRAFTS	022-322-600-364		08/31/2017	10.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690072017	08/31/2017	MAILED ITEMS	022-322-600-364		08/31/2017	285.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690072017	08/31/2017	STAFF HOURS	022-322-600-364		08/31/2017	20.00
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	JULY METER REFILL / FEES	022-322-604-330		08/31/2017	0.82
PITNEY BOWES INC-PURCHASE POWER	8.17.17	08/31/2017	AUGUST METER REFILL	022-322-604-330		08/31/2017	1.53
Outstanding Total:							60,344.11
Paid							
PITNEY BOWES INC-PURCHASE POWER	INV0023162	08/18/2017	PURCHASED POWER	022-322-604-330		08/18/2017	1.53
Paid Total:							1.53
Department 322 - SANITATION DEPARTMENT Total:							60,345.64
Department: 341 - LANDSCAPING							
Outstanding							
CINTAS	215251468.	08/23/2017	LANDSCAPE	022-341-535-233		08/23/2017	53.66
CINTAS	215253158.	08/23/2017	LANDSCAPE	022-341-535-233		08/23/2017	53.66
CINTAS	215256625.	08/23/2017	LANDSCAPE	022-341-535-233		08/23/2017	53.66
CINTAS	215254869.	08/25/2017	LANDSCAPE	022-341-535-233		08/25/2017	53.66
WATERS TRUCK & TRACTOR CO. INC.	01S125652	08/30/2017	PARTS AND LABOR	022-341-630-360		08/30/2017	2,737.71

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY COOPERATIVE	259549	08/30/2017	GEARBOX	022-341-630-360		08/30/2017	1,050.00
OKTIBBEHA COUNTY COOPERATIVE	259549	08/30/2017	SHOP SUPPLIES	022-341-630-360		08/30/2017	10.00
OKTIBBEHA COUNTY COOPERATIVE	259549	08/30/2017	HYDRAULIC CYLINDER	022-341-630-360		08/30/2017	25.99
OKTIBBEHA COUNTY COOPERATIVE	259549	08/30/2017	LABOR	022-341-630-360		08/30/2017	325.00
OKTIBBEHA COUNTY COOPERATIVE	260597	08/30/2017	HITCH PIN	022-341-555-250		08/30/2017	19.99
OKTIBBEHA COUNTY COOPERATIVE	260597	08/30/2017	SHAFT LINK	022-341-555-250		08/30/2017	112.84
OKTIBBEHA COUNTY COOPERATIVE	260597	08/30/2017	SLEDGE HAMMER	022-341-555-250		08/30/2017	21.99
STARKVILLE AUTO PARTS	5151-105263	08/30/2017	HYDRAULIC	022-341-555-250		08/30/2017	21.95
STARKVILLE FORD-LINCOLN MERCURY, IN	82270	08/30/2017	OIL CHANGE	022-341-630-360		08/30/2017	48.40
THOMPSON MACHINERY	WO110045870	08/30/2017	INSTALL COMPENSATOR VALVE	022-341-630-360		08/30/2017	1,600.54
Outstanding Total:							6,189.05
Department 341 - LANDSCAPING Total:							6,189.05
Fund 022 - SANITATION Total:							66,534.69

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - MISSING DESCRIPTION

Outstanding

CINTAS	215251467	08/23/2017	LANDFILL	023-323-535-233		08/23/2017	57.54
CINTAS	215253157	08/23/2017	LANDFILL	023-323-535-233		08/23/2017	47.89
CINTAS	215256624	08/23/2017	LANDFILL	023-323-535-233		08/23/2017	35.00
VERIZON WIRELESS	9790288550	08/23/2017	JULY 2017	023-323-604-330		08/23/2017	80.02
CINTAS	215254868	08/25/2017	LANDFILL	023-323-535-233		08/25/2017	35.00
PAUL'S WELDING	227161	08/30/2017	KUBOTA TRACTOR - CHANGED OUT 4 BUSHHOG BLADES	023-323-630-360		08/30/2017	150.00
Outstanding Total:							405.45
Department 323 - MISSING DESCRIPTION Total:							405.45
Fund 023 - LANDFILL ACCOUNT Total:							405.45

Fund: 135 - POLICE BUILDING RENOVATION BONDS

Department: 201 - POLICE DEPARTMENT

Outstanding

SULLIVAN'S OFFICE SUPPLY, INC.	CM0000431	08/16/2017	PAID TWICE IN ERROR - POLICE BENCHES	135-201-918-805		08/16/2017	-3,966.00
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Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SHAHER & ASSOCIATES, PLLC	1705-1	08/30/2017	100% FURNITURE DESIGN	135-201-600-300		08/30/2017	10,407.52
Outstanding Total:							6,441.52
Department 201 - POLICE DEPARTMENT Total:							6,441.52
Department: 657 - POLICE BUILDING RENOVATIONS							
Outstanding							
WEATHERS CONSTRUCTION INC	011	08/30/2017	STARKVILLE POLICE DEPARTMENT RENOVATION	135-657-901-925		08/30/2017	211,280.24
Outstanding Total:							211,280.24
Department 657 - POLICE BUILDING RENOVATIONS Total:							211,280.24
Fund 135 - POLICE BUILDING RENOVATION BONDS Total:							217,721.76
Fund: 375 - PARK AND REC TOURISM							
Department: 551 - PARK & REC TOURISM							
Outstanding							
DYNAMIC FIRE PROTECTION, LLC	AM8731	08/21/2017	ANNUAL MONITORING	375-551-907-942		08/21/2017	1,824.00
LANCE JACKSON AIR CONDITI	100318	08/28/2017	ICE MACHINE REPAIRS	375-551-907-942		08/28/2017	156.00
LANCE JACKSON AIR CONDITI	100321	08/28/2017	A/C REPAIRS ON GILLESPI ST	375-551-907-942		08/28/2017	349.80
POWERSTROKE EQUIPMENT SALES & SVC	2465	08/28/2017	REPAIR EXMARK	375-551-907-942		08/28/2017	35.99
POWERSTROKE EQUIPMENT SALES & SVC	2467	08/28/2017	REPAIR EXMARK	375-551-907-942		08/28/2017	155.97
PITTSBURGH WATER COOLER SERVICE, INC.	37739	08/28/2017	WATER FOUNTAIN PUSH BUTTON	375-551-907-942		08/28/2017	47.95
HELENA CHEMICAL COMPANY	62088197	08/28/2017	CHEMICALS	375-551-907-942		08/28/2017	936.50
PIONEER MANUFACTURING CO.	INV642504	08/28/2017	PAINT SUPPLIES	375-551-907-942		08/28/2017	2,225.00
NESCO ELECTRICAL DISTRIBUTORS	S2180094.001	08/28/2017	LIGHTS	375-551-907-942		08/28/2017	175.56
NESCO ELECTRICAL DISTRIBUTORS	S2182761.001	08/28/2017	WESTSIDE PAVILLION -LIGHT INSTALLATION	375-551-907-942		08/28/2017	1,892.95
LANCE JACKSON AIR CONDITI	100323	08/30/2017	INSTALL AC	375-551-907-942		08/30/2017	166.00
POWERSTROKE EQUIPMENT SALES & SVC	2466	08/30/2017	EXMARK REPAIR	375-551-907-942		08/30/2017	499.44
OKTIBBEHA COUNTY COOPERATIVE	261995	08/30/2017	CAT BLK LATEX GLOVES	375-551-907-942		08/30/2017	6.98
OKTIBBEHA COUNTY COOPERATIVE	261995	08/30/2017	UNGER NIFTY NABBER PLUS	375-551-907-942		08/30/2017	18.99
OKTIBBEHA COUNTY COOPERATIVE	261995	08/30/2017	LABOR - SWEEPER (PUT IDLER PULLER ON)	375-551-907-942		08/30/2017	130.00
OKTIBBEHA COUNTY COOPERATIVE	261995	08/30/2017	BLAZING DIAL TIRE GAUGE	375-551-907-942		08/30/2017	5.99
S&K DOOR AND SPECIALTY COMPANY,INC.	61976	08/30/2017	SVC CALL / BELT CHANGE	375-551-907-942		08/30/2017	100.00

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
HILL MANUFACTURING COMPANY, INC.	944323-78	08/30/2017	HILL - CIDE II AERO	375-551-907-942		08/30/2017	114.00
HILL MANUFACTURING COMPANY, INC.	944323-78	08/30/2017	FREIGHT CHARGES	375-551-907-942		08/30/2017	15.56
ANDY TRICE	965811	08/30/2017	DRYWALL REPAIRS	375-551-907-942		08/30/2017	800.00
REGIONS FINANCIAL CORPORATION	809832	08/31/2017	POOL 001-0007521-007 PRINCIPAL	375-551-840-880		08/31/2017	1,292.17
REGIONS FINANCIAL CORPORATION	809832	08/31/2017	POOL 001-0007521-007 INTEREST	375-551-840-881		08/31/2017	19.08
JERRY PATE TURF SUPPLY, INC.	I1900819	08/31/2017	IDLER PULLEY	375-551-907-942		08/31/2017	299.77
JERRY PATE TURF SUPPLY, INC.	I1900819	08/31/2017	VBELT	375-551-907-942		08/31/2017	277.08
JERRY PATE TURF SUPPLY, INC.	I1900819	08/31/2017	IDLER TENSIONER	375-551-907-942		08/31/2017	272.62
JERRY PATE TURF SUPPLY, INC.	I1900819	08/31/2017	FREIGHT	375-551-907-942		08/31/2017	10.83
JERRY PATE TURF SUPPLY, INC.	I1900819	08/31/2017	FREIGHT	375-551-907-942		08/31/2017	17.40
Outstanding Total:							11,845.63
Paid							
DEERE & COMPANY	115763305	08/23/2017	EQUIPMENT	375-551-907-942		08/23/2017	12,333.28
Paid Total:							12,333.28
Department 551 - PARK & REC TOURISM Total:							24,178.91
Fund 375 - PARK AND REC TOURISM Total:							24,178.91
Fund: 610 - TRUST & AGENCY							
Department: 000 - UNDESIGNATED							
Outstanding							
STARKVILLE CONVENTIONS/VISITORS BUR	INV0023179	08/25/2017	2% HOTEL /MOTEL TAX	610-000-147-656		08/25/2017	17,732.79
Outstanding Total:							17,732.79
Department 000 - UNDESIGNATED Total:							17,732.79
Fund 610 - TRUST & AGENCY Total:							17,732.79
Fund: 630 - ECONOMIC DEV, TOURISM & CONV							
Department: 000 - UNDESIGNATED							
Outstanding							
O.C.E.D.A	INV0023177	08/25/2017	2% FOOD & BEV TAX 15%	630-000-148-655		08/25/2017	21,732.38
STARKVILLE CONVENTIONS/VISITORS BUR	INV0023178	08/25/2017	2% FOOD & BEV TAX 15%	630-000-147-664		08/25/2017	21,732.38

Expense Approval Report

Post Dates: 08/10/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MSU	INV0023180	08/25/2017	2% FOOD & BEV TAX 20%	630-000-147-657		08/25/2017	28,976.50
Outstanding Total:							72,441.26
Department 000 - UNDESIGNATED Total:							72,441.26
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:							72,441.26
Grand Total:							874,851.49

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	330,507.90	13,138.80
002 - RESTRICTED POLICE FUND	171.50	0.00
015 - AIRPORT FUND	31,151.18	0.67
016 - RESTRICTED AIRPORT	114,006.05	0.00
022 - SANITATION	66,534.69	1.53
023 - LANDFILL ACCOUNT	405.45	0.00
135 - POLICE BUILDING RENOVATION BONDS	217,721.76	0.00
375 - PARK AND REC TOURISM	24,178.91	12,333.28
610 - TRUST & AGENCY	17,732.79	0.00
630 - ECONOMIC DEV, TOURISM & CONV	72,441.26	0.00
Grand Total:	874,851.49	25,474.28

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE...	706.02	0.00
001-000-054-205	DUE FROM STARKVILLE EL...	132.60	0.00
001-000-106-604	1099 GARNISHMENTS	-137.50	0.00
001-000-149-691	MUNICIPAL COURT BOND...	16,705.25	1,786.00
001-000-160-697	DONATION FIRE	39.81	0.00
001-000-330-135	COURT CLERK SETTLEME...	35.00	35.00
001-100-604-330	COMMUNICATIONS	738.49	0.00
001-110-501-200	SUPPLIES	721.66	322.41
001-110-604-330	COMMUNICATIONS	655.65	0.00
001-120-501-200	SUPPLIES	29.93	29.93
001-120-503-202	COMMITTEE SUPPORT	14.98	0.00
001-120-600-300	PROFESSIONAL SERVICES	3,333.33	0.00
001-120-604-330	COMMUNICATIONS	281.52	0.00
001-120-691-550	MISCELLANEOUS	4,900.00	0.00
001-123-604-330	COMMUNICATIONS	3,644.02	0.00
001-123-630-400	EQUIPMENT REPAIR & MA..	95.96	0.00
001-145-501-200	SUPPLIES	1,102.68	304.10
001-145-604-330	COMMUNICATIONS	643.71	0.00
001-145-670-376	COURT CONSTITUENTS F...	123.50	0.00
001-145-670-377	MOTOR VEHICLE LIABILITY..	5,278.25	0.00
001-145-670-378	APPEARANCE BOND FEE (...)	700.25	0.00
001-145-670-382	TRAFFIC VIOLATIONS (TR...	17,205.35	0.00
001-145-670-385	IMPLIED CONSENT (TRUST)	5,311.55	0.00
001-145-670-386	WIRELESS COMM/DPS (T...	3,149.50	0.00
001-145-670-387	OTHER MISDEMEANORS (...)	5,177.50	0.00
001-145-670-389	ADULT DRIVERS TRAINING...	60.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-145-670-391	TRAUMA TRAFFIC(TRUST)	1,000.00	0.00
001-145-670-393	VICTIMS BOND FEE (TRUS...	270.00	0.00
001-145-670-395	DRUG VIOLATION/TRUST	275.00	0.00
001-145-690-556	OTHER DUES / FEES	7,466.00	0.00
001-169-600-309	LEGAL EXPENSES	1,200.00	0.00
001-169-615-342	LEGAL ADVERTISING & N...	1,248.96	0.00
001-180-604-330	COMMUNICATIONS	309.55	16.44
001-190-501-200	SUPPLIES	235.80	235.80
001-190-525-231	GAS & OIL	52.80	0.00
001-190-600-300	PROF. SVCS/ COMP PLAN	15,765.00	0.00
001-190-604-330	COMMUNICATIONS	1,275.22	0.00
001-190-630-401	OFFICE EQUIP MAINT	675.85	0.00
001-192-510-220	SUPPLIES	381.24	0.00
001-192-625-380	UTILITIES	41.95	0.00
001-192-630-403	REPAIRS TO BUILDING	65.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD ...	2,200.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	1,100.00	0.00
001-196-637-637	BRUSH ARBOR	400.00	0.00
001-196-950-110	TRANSFER TO GF FOR CE...	5,000.00	0.00
001-197-600-308	ENGINEERING SERVICES	40.61	0.00
001-197-604-330	COMMUNICATIONS	16.01	6.25
001-201-501-200	SUPPLIES	14,346.67	0.00
001-201-525-231	GAS & OIL	8,712.30	0.00
001-201-535-233	UNIFORMS	2,338.30	0.00
001-201-555-250	JANITORIAL SUPPLIES	1,028.10	0.00
001-201-556-251	POLICE SUPPLIES	356.79	0.00
001-201-600-300	PROFESSIONAL SERVICES	900.23	0.00
001-201-604-330	COMMUNICATIONS	6,999.04	40.23
001-201-625-380	UTILITIES	1,740.97	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	9,152.22	0.00
001-201-630-400	EQUIPMENT REPAIR & MA..	395.00	0.00
001-215-541-237	PRISONER EXPENSES	2,246.17	0.00
001-250-604-330	COMMUNICATIONS	312.75	0.00
001-261-501-200	SUPPLIES	613.97	0.00
001-261-525-231	GAS & OIL	715.62	0.00
001-261-535-233	UNIFORMS	7,468.67	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	184.04	0.00
001-261-600-300	PROFESSIONAL SERVICES	12,410.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT...	4,805.65	0.00
001-261-691-550	MISCELLANEOUS	122.60	0.00
001-263-600-390	FIRE TRAINING	1,606.14	0.00
001-264-604-330	COMMUNICATIONS	962.67	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-264-690-550	MISCELLANEOUS	302.95	0.00
001-267-558-269	BUILDING MAINTENANCE	484.81	0.00
001-267-625-380	UTILITIES	177.52	0.00
001-281-604-330	COMMUNICATIONS	310.20	42.64
001-290-625-380	UTILITIES	131.35	0.00
001-301-535-233	UNIFORMS	669.18	70.00
001-301-555-250	SUPPLIES & SMALL TOOLS	1,491.80	0.00
001-301-560-270	CONSTRUCTION MATERIA...	7,337.80	0.00
001-301-561-271	SPRAYING- DRAINAGE MA...	6,022.70	0.00
001-301-565-272	STREETS SIGNS & PAINT	3,611.16	0.00
001-301-604-330	COMMUNICATIONS	244.72	0.00
001-301-630-400	EQUIPMENT REPAIR & MA..	4,609.44	0.00
001-302-625-380	UTILITIES	29,822.22	0.00
001-360-604-330	COMMUNICATIONS	72.55	0.00
001-360-625-380	UTILITIES	1,190.60	0.00
001-550-501-200	OFFICE SUPPLIES	245.83	0.00
001-550-501-208	JANITORIAL FEES	1,648.03	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	2,223.52	0.00
001-550-600-300	MISC SERVICES	8,174.91	0.00
001-550-600-320	CONTRACT LABOR, UMPI...	8,394.00	0.00
001-550-600-330	COMMUNICATIONS	40.01	0.00
001-550-600-340	UTILITIES	11,443.45	0.00
001-600-903-516	ADA SIDEWALKS	14,047.50	0.00
001-600-948-873	WARD 3 IMPROVEMENTS ...	9,978.80	0.00
001-600-948-874	WARD 4 IMPROVEMENTS ...	4,664.95	0.00
001-600-948-875	WARD 5 IMPROVEMENTS ...	7,200.00	0.00
001-600-948-877	WARD 7 IMPROVEMENTS ...	8,632.00	0.00
001-900-990-998	CONTINGENCY FUND	10,250.00	10,250.00
002-251-600-300	PROFESSIONAL SERVICES	171.50	0.00
015-505-501-198	BUILDING REPAIRS & MAI...	997.22	0.00
015-505-525-231	GAS & OIL	263.36	0.00
015-505-525-232	100LL AV GAS PURCHASED	14,216.88	0.00
015-505-541-237	OPERATING SUPPLIES	166.67	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	783.27	0.00
015-505-604-330	COMMUNICATIONS	102.23	0.67
015-505-610-340	ADVERTISING	125.78	0.00
015-505-625-380	UTILITIES	1,173.66	0.00
015-505-630-400	EQUIPMENT REPAIR & MA..	350.89	0.00
015-505-691-550	MISCELLANEOUS	285.89	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	6,000.33	0.00
015-505-918-805	MACHINERY AND EQUIP...	6,685.00	0.00
016-515-600-300	PROF. SVCS-2014 FAA AIP...	25,020.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
016-515-720-800	CAP. IMPROV- 2014 MDO...	1,390.00	0.00
016-515-720-801	CAPITAL IMPRV2014 FAA ...	25,673.69	0.00
016-515-720-805	CAPITAL IMPRV2015 FAA ...	57,312.05	0.00
016-515-720-812	CAP. IMPROV-2015 MDOT...	3,184.00	0.00
016-515-730-625	MISC- 2014 MDOT MATCH..	1,426.31	0.00
022-322-525-231	GAS & OIL	1,189.20	0.00
022-322-535-233	UNIFORMS	1,298.51	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	1,005.34	0.00
022-322-600-300	PROFESSIONAL SERVICES	30.00	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	50,000.00	0.00
022-322-600-364	BILLING SERVICES	315.00	0.00
022-322-604-330	COMMUNICATIONS/ADV...	569.01	1.53
022-322-630-360	SHOP REPAIRS & MAINTEN...	5,938.58	0.00
022-341-535-233	UNIFORMS	214.64	0.00
022-341-555-250	SUPPLIES & SMALL TOOLS	176.77	0.00
022-341-630-360	SHOP REPAIRS & MAINTEN...	5,797.64	0.00
023-323-535-233	UNIFORMS	175.43	0.00
023-323-604-330	COMMUNICATIONS	80.02	0.00
023-323-630-360	SHOP REPAIRS & MAINTEN...	150.00	0.00
135-201-600-300	PROFESSIONAL SERVICES	10,407.52	0.00
135-201-918-805	MACHINERY AND EQUIP...	-3,966.00	0.00
135-657-901-925	CONSTRUCTION EXPENSES	211,280.24	0.00
375-551-840-880	Principal - Pool	1,292.17	0.00
375-551-840-881	Interest - Pool	19.08	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	22,867.66	12,333.28
610-000-147-656	DUE TO GOVERNMENT A...	17,732.79	0.00
630-000-147-657	DUE TO MISSISSIPPI STATE..	28,976.50	0.00
630-000-147-664	DUE TO VISITORS/CONV....	21,732.38	0.00
630-000-148-655	DUE TO EDA	21,732.38	0.00
Grand Total:		874,851.49	25,474.28

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	874,851.49	25,474.28
Grand Total:	874,851.49	25,474.28



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both Electric and Water Claims Dockets by Starkville Utilities in accordance with the State Purchase Statute.

A handwritten signature in black ink that reads "Ann Marie Logan". The signature is fluid and cursive, with the first and last names being more prominent.

Ann Marie Logan, CPA
Manager of Accounting & Finance

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	7	U.S. WATER SERVICES, INC.									
INV323771	08/23/17	1365	Degreaser		09/06/17	1530.95	.00	CHK			
				VENDOR TOTAL:		1530.95					
VENDOR:	76	APAC MISSISSIPPI, INC.									
4000069972	08/28/17	1181	Asphalt		09/06/17	446.15	.00	ACH			
				VENDOR TOTAL:		446.15					
VENDOR:	152	BUGS-B-GONE									
279295,279758	08/28/17	0	Pest control		09/06/17	135.00	.00	ACH			
				VENDOR TOTAL:		135.00					
VENDOR:	202	BELL BUILDING SUPPLY									
199101	08/23/17	1312	Supplies		09/06/17	9.88	.00	CHK			
199766	08/23/17	1407	Concrete Block		09/06/17	9.82	.00	CHK			
				VENDOR TOTAL:		19.70					
VENDOR:	305	DIXIE WHOLESALE WATERWORKS									
477055	08/28/17	1390	Parts		09/06/17	1628.48	.00	ACH			
477327	08/28/17	1405	Parts		09/06/17	2005.76	.00	ACH			
				VENDOR TOTAL:		3634.24					
VENDOR:	307	CITY OF STARKVILLE									
201708079520	08/24/17	0	Landfill charges-Acct# 01-29		09/06/17	44.00	.00	CHK			
8/16/17	08/28/17	0	Administration fees		09/06/17	100000.00	.00	CHK			
				VENDOR TOTAL:		100044.00					
VENDOR:	315	CLEARWATER CONSULTANTS, INC.									
101.51702	08/24/17	0	Wastewater Treatment Facilit		09/06/17	8341.00	.00	ACH			
				VENDOR TOTAL:		8341.00					
VENDOR:	352	THE CLINIC AT ELM LAKE									
17507/17508/1753	08/24/17	0	Employee Screening		09/06/17	90.00	.00	CHK			
				VENDOR TOTAL:		90.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 498 DUTCH LUBRICANTS, LLC											
31898400	08/28/17	1410	Lubricants		09/06/17	1071.54	.00	CHK			
VENDOR TOTAL:						1071.54					
VENDOR: 604 FASTENAL											
MSSTA73321	08/23/17	1381	Parts		09/06/17	12.74	.00	ACH			
MSSTATE73589	08/23/17	1400	Battery		09/06/17	5.59	.00	ACH			
VENDOR TOTAL:						18.33					
VENDOR: 639 GOLDEN TRIANGLE											
3062082017	08/24/17	0	Billing services		09/06/17	434.80	.00	ACH			
VENDOR TOTAL:						434.80					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
I103785685	08/23/17	1395	Vehicle Repair		09/06/17	237.86	.00	CHK			
VENDOR TOTAL:						237.86					
VENDOR: 702 HACH											
10513828	08/28/17	1287	Chemicals		09/06/17	1929.40	.00	ACH			
10576604	08/28/17	1392	Fluoride		09/06/17	649.51	.00	ACH			
10585477	08/28/17	1412	Chlorine		09/06/17	2059.39	.00	ACH			
VENDOR TOTAL:						4638.30					
VENDOR: 823 H D SUPPLY, INC.											
H515265	08/28/17	1356	Parts		09/06/17	2272.27	.00	CHK			
VENDOR TOTAL:						2272.27					
VENDOR: 1192 LYLE MACHINERY											
W04235	08/28/17	1377	Pins and bushings		09/06/17	3628.05	.00	ACH			
W04276	08/28/17	1376	Machinery Repairs		09/06/17	4692.11	.00	ACH			
VENDOR TOTAL:						8320.16					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1366	MS	CROSS CONNECTION, LLC								
29165	08/29/17	0	CCC Program Management		09/06/17	288.00	.00	ACH			
						VENDOR TOTAL:	288.00				
VENDOR:	1525	OKTIBBEHA	COUNTY COOP								
256036	08/23/17	1379	Rubber Boots		09/06/17	107.38	.00	ACH			
						VENDOR TOTAL:	107.38				
VENDOR:	1623	POWERSTROKE	EQUIPMENT, INC								
2468	08/23/17	1394	Repairs		09/06/17	52.48	.00	CHK			
2479	08/23/17	1384	Concrete Saw		09/06/17	1935.00	.00	CHK			
						VENDOR TOTAL:	1987.48				
VENDOR:	1800	RACKLEY OIL,	INC.								
000461180	08/23/17	1370	Exhaust Fluid		09/06/17	17.90	.00	ACH			
						VENDOR TOTAL:	17.90				
VENDOR:	1891	S & K	D00R & SPECIALTY CO								
61828	08/28/17	0	Repairs		09/06/17	135.00	.00	CHK			
						VENDOR TOTAL:	135.00				
VENDOR:	1910	STARKVILLE	UTILITIES								
8/16-9/07/17	08/29/17	0	Utility bills		09/06/17	62632.80	.00	DFT			
JULY 2017	07/31/17	0	July 2017 Deferred Comp		09/06/17	1820.00	.00	ACH			
						VENDOR TOTAL:	64452.80				
VENDOR:	2004	TJ	CHEMICALS & SUPPLIES LLC								
1804	08/23/17	1425	Grease Digester		09/06/17	475.00	.00	ACH			
						VENDOR TOTAL:	475.00				
VENDOR:	2018	TRADE	AMERICA								
21920	08/23/17	1396	Supplies		09/06/17	337.96	.00	ACH			
21921	08/23/17	1397	Sewer Deodorizer		09/06/17	1014.00	.00	ACH			
21923	08/23/17	1403	Supplies		09/06/17	212.96	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
				VENDOR TOTAL:		1564.92					
VENDOR: 2104 UPS											
24W1X6327	08/24/17		0 Postage		09/06/17	23.88	.00	CHK			
24W1X6337	08/24/17		0 Postage		09/06/17	23.88	.00	CHK			
				VENDOR TOTAL:		47.76					
VENDOR: 2210 VERIZON WIRELESS											
9790160067	08/28/17		0 Phone bill		09/06/17	238.64	.00	CHK			
				VENDOR TOTAL:		238.64					
VENDOR: 2304 WADE, INC											
P10024	08/23/17	1387	Parts		09/06/17	172.03	.00	CHK			
				VENDOR TOTAL:		172.03					
VENDOR: 9909810 LESLIE DEAN											
523	08/24/17		0 Repair Construction Damage		09/06/17	50.00	.00	ACH			
				VENDOR TOTAL:		50.00					
VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION											
897864	08/29/17		0 Repairs		09/06/17	520.00	.00	ACH			
897865	08/29/17		0 Pipe installation		09/06/17	10050.00	.00	ACH			
				VENDOR TOTAL:		10570.00					
				GRAND TOTAL:		211341.21					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03875017	08/28/17	7546	Materials		09/06/17	556.81	.00	ACH			
VENDOR TOTAL:						556.81					
VENDOR: 125 AT & T											
3600 - 8/22/17	08/29/17	0	Phone bill		09/06/17	180.65	.00	CHK			
VENDOR TOTAL:						180.65					
VENDOR: 134 ATWELL & GENT, P.A.											
8199	08/23/17	0	Engineering services		09/06/17	980.00	.00	ACH			
8200	08/23/17	0	Engineering services		09/06/17	560.00	.00	ACH			
8201	08/23/17	0	Engineering services		09/06/17	2730.00	.00	ACH			
8202	08/23/17	0	Engineering services		09/06/17	1190.00	.00	ACH			
8203	08/23/17	0	Engineering services		09/06/17	3756.00	.00	ACH			
8204	08/23/17	0	Engineering services		09/06/17	360.00	.00	ACH			
VENDOR TOTAL:						9576.00					
VENDOR: 139 ACC BUSINESS											
172224881-8/27	08/28/17	0	Internet services		09/06/17	1439.20	.00	CHK			
VENDOR TOTAL:						1439.20					
VENDOR: 146 AT&T											
287269371737X081	08/23/17	0	Phone bill		09/06/17	96.89	.00	CHK			
VENDOR TOTAL:						96.89					
VENDOR: 190 BALDWIN LIGHTING, INC.											
6635	08/28/17	7537	Materials-concrete poles		09/06/17	11600.00	.00	ACH			
VENDOR TOTAL:						11600.00					
VENDOR: 218 BOGGS, INC.											
17717	08/28/17	7566	Materials		09/06/17	1528.40	.00	ACH			
VENDOR TOTAL:						1528.40					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	341	CDW	GOVERNMENT, INC								
JTV3255	08/28/17	7577	Office equipment		09/06/17	1833.87	.00	ACH			
						VENDOR TOTAL:	1833.87				
VENDOR:	356	THE CLINIC AT ELM LAKE									
16507/18056	08/23/17	0	Employee Screening		09/06/17	60.00	.00	CHK			
18214/18270	08/23/17	0	Employee Screening		09/06/17	60.00	.00	CHK			
						VENDOR TOTAL:	120.00				
VENDOR:	400	IVY AUTO PARTS									
566558	08/23/17	7587	Vehicle Repairs		09/06/17	359.98	.00	ACH			
566826	08/28/17	7593	Repair parts		09/06/17	95.49	.00	ACH			
566940	08/28/17	7598	Repair parts		09/06/17	46.83	.00	ACH			
						VENDOR TOTAL:	502.30				
VENDOR:	488	DOWNTOWN DECORATIONS INC.									
27346	08/28/17	7576	LED Lights		09/06/17	4629.77	.00	CHK			
						VENDOR TOTAL:	4629.77				
VENDOR:	552	EXPRESS SERVICES, INC									
19284573	08/23/17	0	Temp Office Employees		09/06/17	1459.43	.00	CHK			
19317206	08/23/17	0	Temp Office Employees		09/06/17	1323.75	.00	CHK			
19351311	08/23/17	0	Temp Office Employees		09/06/17	1060.88	.00	CHK			
						VENDOR TOTAL:	3844.06				
VENDOR:	555	ELSTER SOLUTIONS									
9000077443	08/24/17	0	AMI Meter expense		09/06/17	8853.60	.00	ACH			
9000077482	08/24/17	0	AMI Meter expense		09/06/17	12648.00	.00	ACH			
						VENDOR TOTAL:	21501.60				
VENDOR:	604	FASTENAL COMPANY									
MSSTA73622	08/28/17	7580	Supplies		09/06/17	14.45	.00	ACH			
MSSTA73819	08/28/17	7597	Supplies		09/06/17	428.40	.00	ACH			
						VENDOR TOTAL:	442.85				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 615 FOSTERING GENERATIONS LLC											
133, 134	08/28/17	0	Website services		09/06/17	4415.00	.00	CHK			
VENDOR TOTAL:						4415.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1103778172	08/23/17	7569	Vehicle Repair		09/06/17	90.00	.00	CHK			
1103784204	08/23/17	7575	Vehicle Repair		09/06/17	472.91	.00	CHK			
I103793381	08/28/17	7590	Repairs		09/06/17	84.60	.00	CHK			
I103802657, 2658	08/28/17	7600	Repairs		09/06/17	317.87	.00	CHK			
VENDOR TOTAL:						965.38					
VENDOR: 696 GARNER LUMLEY ELECTRIC											
539163	08/28/17	7510	Electrical supplies		09/06/17	2212.00	.00	ACH			
539165	08/23/17	7497	Electrical Supplies		09/06/17	3658.80	.00	ACH			
540220	08/28/17	7571	Electrical supplies		09/06/17	4664.00	.00	ACH			
540439	08/28/17	7579	Materials		09/06/17	4792.30	.00	ACH			
540463	08/28/17	7588	Electrical supplies		09/06/17	4003.00	.00	ACH			
VENDOR TOTAL:						19330.10					
VENDOR: 721 GOLDEN TRIANGLE											
03-23349,473,555	08/28/17	7578	Landfill charges		09/06/17	129.33	.00	CHK			
VENDOR TOTAL:						129.33					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.											
128-01/127-00	08/23/17	7494	Supplies		09/06/17	9550.00	.00	ACH			
412-00/182-01	08/23/17	7514	Supplies		09/06/17	5384.50	.00	ACH			
50011805-01	08/23/17	7399	Supplies		09/06/17	456.00	.00	ACH			
50012128-00	08/28/17	7494	Electrical materials		09/06/17	2294.40	.00	ACH			
VENDOR TOTAL:						17684.90					
VENDOR: 809 HOWARD INDUSTRIES, INC.											
248386-658458	08/23/17	7553	Luminaries		09/06/17	8997.50	.00	ACH			
VENDOR TOTAL:						8997.50					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	905	INDUSTRIAL FABRICATORS, INC.									
IND169404	08/28/17	7536	Equipment		09/06/17	1565.00	.00	ACH			
					VENDOR TOTAL:	1565.00					
VENDOR:	907	INDOFF, INC.									
2990536	08/23/17	7551	Office Supplies		09/06/17	110.27	.00	ACH			
					VENDOR TOTAL:	110.27					
VENDOR:	912	ITRON, INC.									
457590	08/23/17		0 Hardware & Software Maintena		09/06/17	946.47	.00	ACH			
					VENDOR TOTAL:	946.47					
VENDOR:	1010	J.T. RAY COMPANY									
170818-0048	08/23/17		0 Copier service		09/06/17	52.98	.00	CHK			
					VENDOR TOTAL:	52.98					
VENDOR:	1106	LESLIE DEAN									
532,533,534	08/29/17		0 Maintenance		09/06/17	900.00	.00	ACH			
					VENDOR TOTAL:	900.00					
VENDOR:	1205	LOWE'S									
7/26-8/21/17	08/29/17	7561	Supplies		09/06/17	1014.55	.00	CHK			
					VENDOR TOTAL:	1014.55					
VENDOR:	1305	NEXAIR, LLC.									
05300382	08/23/17	7583	Gas Cylinder Rentals		09/06/17	36.76	.00	ACH			
					VENDOR TOTAL:	36.76					
VENDOR:	1314	MID-SOUTH SIGNS & ELEC. INC.									
75204	08/28/17	7470	Sign Installation		09/06/17	2025.00	.00	CHK			
					VENDOR TOTAL:	2025.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1319	MONT	PAPER & PACKAGING								
310059	08/23/17	7558	Shirts and Hats		09/06/17	853.24	.00	ACH			
					VENDOR TOTAL:	853.24					
VENDOR:	1325	MS.	STATE CHEMICAL LAB.								
3428CL170508003	08/28/17	7409	Fuel Analysis		09/06/17	15.00	.00	CHK			
					VENDOR TOTAL:	15.00					
VENDOR:	1361	M & M	PROSAFETY SUPPLY								
01838	08/23/17	7548	Flags		09/06/17	330.00	.00	ACH			
					VENDOR TOTAL:	330.00					
VENDOR:	1400	NESCO									
7/31-8/16	08/28/17	7556	Supplies		09/06/17	1218.97	.00	ACH			
S2192724.001	08/28/17	7595			09/06/17	56.70	.00	ACH			
					VENDOR TOTAL:	1275.67					
VENDOR:	1406	NORTHEAST	EXTERMINATING								
8-10-17	08/28/17	7585	Pest Control		09/06/17	105.00	.00	ACH			
					VENDOR TOTAL:	105.00					
VENDOR:	1525	OKTIBBEHA CO.	CO-OP								
258747	08/23/17	7563	Lawnmower Part		09/06/17	5.85	.00	ACH			
263067,1531,7668	08/29/17	7518	Uniforms		09/06/17	361.88	.00	ACH			
263973	08/28/17	7594	Bolts		09/06/17	10.68	.00	ACH			
					VENDOR TOTAL:	378.41					
VENDOR:	1531	MDR	CONSTRUCTION, INC.								
29-20733	08/28/17	7591	Contract Labor		09/06/17	15880.00	.00	ACH			
29-20770	08/28/17	7605	Contract Labor		09/06/17	14490.50	.00	ACH			
29-20802	08/28/17	7611	Contract Labor		09/06/17	15806.50	.00	ACH			
					VENDOR TOTAL:	46177.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1536		PALMER'S SERVICE CENTER								
8/24/17 STMT	08/29/17	7608	Vehicle Maintenance		09/06/17	4269.03	.00	ACH			
					VENDOR TOTAL:	4269.03					
VENDOR:	1544		THE PEOPLE'S BANK								
STARKVILLE 2011	08/23/17	0	2011 Bond Interest		09/06/17	21137.50	.00	CHK			
					VENDOR TOTAL:	21137.50					
VENDOR:	1623		POWERSTROKE EQUIPMENT SALES								
2475	08/23/17	7567	Lawnmower Seat		09/06/17	289.99	.00	ACH			
					VENDOR TOTAL:	289.99					
VENDOR:	1624		POLLAN & ASSOCIATES								
4443	08/28/17	0	Office supplies		09/06/17	88.31	.00	CHK			
					VENDOR TOTAL:	88.31					
VENDOR:	1655		PREMIER CALIBRATING								
1183	08/23/17	7535	Meter Test		09/06/17	500.00	.00	CHK			
					VENDOR TOTAL:	500.00					
VENDOR:	1800		RACKLEY OIL, INC.								
462140/462142	08/23/17	7564	Vehicle Maintenance		09/06/17	77.77	.00	ACH			
					VENDOR TOTAL:	77.77					
VENDOR:	1810		REGIONS COMMERCIAL BANKCARD								
8/03/17	08/24/17	0	Supplies		09/06/17	624.36	.00	CHK			
					VENDOR TOTAL:	624.36					
VENDOR:	1818		UNITED RENTALS, INC.								
943761631-110	08/23/17	0	Mini excavatorrental		09/06/17	872.32	.00	ACH			
943761631-111	08/23/17	0	Mini excavatorrental		09/06/17	1013.00	.00	ACH			
943761631-112	08/23/17	0	Mini excavatorrental		09/06/17	1013.00	.00	ACH			
943761631-113	08/23/17	0	Mini excavatorrental		09/06/17	1013.00	.00	ACH			
943761631-114	08/28/17	0	Equipment rental		09/06/17	1013.00	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR TOTAL:						4924.32					
VENDOR:	1886	SEDC									
19899	08/28/17		0 Billing services		09/06/17	21506.26	.00	ACH			
VENDOR TOTAL:						21506.26					
VENDOR:	1887	S & S LINE SERVICE									
1842-1843	08/23/17		0 ROW Clearing		09/06/17	5510.00	.00	ACH			
1844-1845	08/23/17		0 ROW Clearing		09/06/17	5510.00	.00	ACH			
1846-1847 - 8/18	08/28/17		0 ROW Clearing		09/06/17	5510.00	.00	ACH			
VENDOR TOTAL:						16530.00					
VENDOR:	1925	SCOTT PETROLEUM CORP.									
1304222	08/23/17		7550 Fuel		09/06/17	42.00	.00	ACH			
VENDOR TOTAL:						42.00					
VENDOR:	1940	STUART C. IRBY									
10266452.001/003	08/23/17		7495 Tangent Cross Arms		09/06/17	7130.50	.00	ACH			
164.001.002.003	08/28/17		7573 Supplies		09/06/17	1718.50	.00	ACH			
571.004/571.003	08/23/17		7509 Supplies		09/06/17	1680.50	.00	ACH			
VENDOR TOTAL:						10529.50					
VENDOR:	1945	SULLIVAN'S									
24593, 25681	08/28/17		0 Office supplies		09/06/17	71.05	.00	ACH			
VENDOR TOTAL:						71.05					
VENDOR:	1999	T & C SPECIALTY DISTRIBUTORS									
0014707-IN	08/23/17		7507 Cable		09/06/17	29232.00	.00	ACH			
VENDOR TOTAL:						29232.00					
VENDOR:	2018	TRADE AMERICA									
850/73/906/09/10	08/23/17		7555 Office Supplies		09/06/17	474.17	.00	ACH			
VENDOR TOTAL:						474.17					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ	
VENDOR: 2019 TC MARKETING LLC												
1101	08/23/17	7458	Work Pants		09/06/17	4947.14	.00	CHK				
VENDOR TOTAL:						4947.14						
VENDOR: 2021 TCC FACILITIES MANAGEMENT												
2553	08/23/17	0	Janitorial services		09/06/17	450.00	.00	ACH				
VENDOR TOTAL:						450.00						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.												
28115	08/28/17	0	Education and training		09/06/17	784.50	.00	ACH				
VENDOR TOTAL:						784.50						
VENDOR: 2110 U. S. POSTAL SERVICE												
AUGUST 2017	08/29/17	0	Postage due-Acct#2610127		09/06/17	200.00	.00	CHK				
VENDOR TOTAL:						200.00						
VENDOR: 2115 CAPE ELECTRICAL SUPPLY												
S201253392.001	08/28/17	7559	Pole Top Pin		09/06/17	2495.48	.00	ACH				
VENDOR TOTAL:						2495.48						
VENDOR: 2117 UTILITY MAINT. SPECIALISTS												
2931	08/28/17	7607	Test Switch		09/06/17	252.00	.00	CHK				
VENDOR TOTAL:						252.00						
VENDOR: 2210 VERIZON WIRELESS												
9788141814	08/28/17	0	Phone bill		09/06/17	176.35	.00	CHK				
9788414813	08/28/17	0	Phone bill		09/06/17	1379.48	.00	CHK				
9790160065	08/28/17	0	Phone bill		09/06/17	1504.52	.00	CHK				
9790160066	08/28/17	0	Phone bill		09/06/17	176.35	.00	CHK				
VENDOR TOTAL:						3236.70						
VENDOR: 2300 WALMART COMMUNITY BRC												
8-7-17	08/28/17	7603	Supplies		09/06/17	25.30	.00	CHK				
VENDOR TOTAL:						25.30						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2305 WASTE PRO											
0000137412	08/28/17	7562	Waste Dumpster Fees		09/06/17	592.98	.00	CHK			
VENDOR TOTAL:						592.98					
VENDOR: 2313 WEATHERTAP PRO											
2332612-20170809	08/23/17	0	WeatherTAP Subscription		09/06/17	720.00	.00	ACH			
VENDOR TOTAL:						720.00					
VENDOR: 2319 WESCO											
55061/51439/4988	08/28/17	7529	Parts		09/06/17	1964.32	.00	ACH			
VENDOR TOTAL:						1964.32					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
37666	08/23/17	0	Water		09/06/17	23.85	.00	ACH			
VENDOR TOTAL:						23.85					
VENDOR: 99009713 TERRY STIDHAM											
897862	08/29/17	0	Concrete repair		09/06/17	726.44	.00	CHK			
VENDOR TOTAL:						726.44					
VENDOR: 99009955 DAVID HATFIELD											
AUGUST 2017	08/23/17	0	License Renewal		09/06/17	56.00	.00	ACH			
VENDOR TOTAL:						56.00					
GRAND TOTAL:						291930.93					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 9-5-2017
PAGE: 1

SUBJECT: Consideration of the approval of travel for Deputy Clerk LaShonda Wilson to the September 20 – 22, 2017 Deputy Clerk Training in Pearl, MS, and Deputy Clerk Jameika Smith to the Deputy Clerk Training in Oxford, MS, October 11 - 13, 2017 with advance travel.

SOURCE OF FUNDING: FY 17 Budget: 001-145-610-350

These courses are part of a three year certification and testing program. The topics to be offered are Communications, Risk Management, Community Development, Records Management and Financial Management. Travel costs will be kept to a minimum and the office will remain open and staffed.

**REQUESTING
DEPARTMENT:** Finance and Admin

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

Estimated Travel Expenses: \$ 200.00 Registration
45.00 Personal Vehicle (if City Prius is not taken)
100.00 Meals(Approx)
112.00 – 129.99Hotel Per Night
\$ 650.00 - \$725.00 Total each **maximum** (Approx)

SUGGESTED MOTION: Approval of travel for Deputy Clerk LaShonda Wilson to the September 20 – 22, 2017 Deputy Clerk Training in Pearl, MS, and Deputy Clerk Jameika Smith to the Deputy Clerk Training in Oxford, MS, October 11 - 13, 2017 with advance travel.



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

AGENDA ITEM DEPT.: CCO / Finance
AGENDA DATE: 9-5-2017
PAGE: 1

SUBJECT: Consideration of a lease agreement with Bancorp South Equipment Finance Corporation in the amount of \$ 29,327.00 over five years at 2.52% interest for the lease purchase of a Ford F-150 to be used by SFD Fire Marshalls and to be paid from State Rebate Funds.

AMOUNT & SOURCE OF FUNDING: Budgeted Principal: 003-560-820-874 and Interest: 003-560-830-873

AUTHORIZATION HISTORY:

The City of Starkville authorized the advertising for quotes for lease purchase financing of a Ford F-150 at a total state contract cost of \$29,327.00 June 6, 2017. The lease will be over a period of five (5) years with payments to be made quarterly in advance. Advertised two weeks in Starkville Daily. Two quotes received: Bancorp South – 2.52% and Trustmark – 2.91% . August 1, 2017 the Board approved financing with Bancorp South at 2.52% pending approval of the agreement by the City Attorney.

**REQUESTING
DEPARTMENT:** Finance and Admin

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

FOR MORE INFORMATION CONTACT: City Clerk / CFO Lesa Hardin.

SUGGESTED MOTION:

Approval of a lease agreement with Bancorp South Equipment Finance Corporation in the amount of \$29,327.00 over five years at 2.52% interest for the lease purchase of a Ford F-150 to be used by SFD Fire Marshalls and to be paid from State Rebate Funds.



August 24, 2017

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

Re: Master Lease No. 7334, Schedule No. 016
2018 Ford F150 Crew Cab

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail them back to:

BancorpSouth Equipment Finance
ATTN: Elijah McSwain, Sr.
Post Office Box 15097
Hattiesburg, MS 39404

If the documents are to be sent by UPS or Federal Express, please use our street address as follows: 12 Thompson Park, Hattiesburg, MS 39401.

*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

*Please note that BancorpSouth Equipment Finance must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give me a call at 601.544.3252 or Bob Lee at 601.554.4513.

Sincerely,

Elijah McSwain

Elijah McSwain, Sr.
Sales & Credit Support Specialist
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document

Instructions

Resolution

Section 1. - Name of person authorized to sign Agreement
Section 7. - The amount of tax-exempt obligations (including this Agreement) made during this calendar year (since January 1)

Legal Counsel's Opinion

Should be typed on counsel's letterhead

IRS Form 8038-G (or 8038-GC)

Sign & Date

Special Stipulations
Exhibit A

Sign & Date

Lease Schedule
Exhibit B

2. - Location of Equipment
Sign & Date

Acceptance Notice
Exhibit C

Sign & Date

Billing Decision

Check a box (fill out ACH form if option chosen)

Insurance Certificate or Statement

Send proof of insurance
(List BancorpSouth Equipment Finance as Loss Payee)

Invoice

☐

Advance rental

☒

Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Regular Mail
Municipal Specialist
BancorpSouth Equipment Finance
P.O. Box 15097
Hattiesburg, MS 39404-0597

Overnight Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH
BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

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

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Lesa Hardin (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2017.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2017, Lessee has designated \$ less than 10 million of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2017 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2017 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted, _____ seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

<u>Alderman Carver</u>	Voted: _____
<u>Alderman Sistrunk</u>	Voted: _____
<u>Alderman Little</u>	Voted: _____
<u>Alderman Walker</u>	Voted: _____
<u>Alderman Miller</u>	Voted: _____
<u>Alderman Perkins</u>	Voted: _____
<u>Alderman Vaughn</u>	Voted: _____

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of September, 2017.

(presiding officer), Title

D. Lynn Spruill, Mayor

ATTEST:

(SEAL)

Lesa Hardin
City Clerk/CFO

RE: Counsel's Opinion for Lease Purchase

Please be advised that the first paragraph of the Counsel's Opinion for Lease Purchase letter refers to the Master (Contract/Lease) signed on September 11, 2003. This date is different than the date of the (schedule/delivery order). The date on the form letter is the correct date of your Master (Contract/Lease).



7334 70314-016



**THIS IS A FORM FOR THE COUNSEL'S OPINION FOR LEASE-PURCHASE. THIS
LETTER SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**



BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

Re: Lease-Purchase of Equipment by
City of Starkville, Mississippi
Schedule No. 016 to Master Lease No. 7334

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between City of Starkville, Mississippi (the "Lessee") and the Mayor and Board of Aldermen (the "Governing Body") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated September 16, 2003.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation

for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings hereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
City of Starkville, MS		6 4 6 0 0 1 0 8 2	
3 Number and street (or P.O. box if mail is not delivered to street address)		Room/suite	
110 West Main Street			
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only)	
Starkville, MS 39759			
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	
		(662) 323-2525	

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a 29,327 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	Signature of issuer's authorized representative: <i>Lesia D. Hardin</i> Date: <i>9-5-17</i> Type or print name and title: <i>Lesia D. Hardin City Clerk/CFO</i>		
Paid Preparer Use Only	Print preparer's name	Preparer's signature	Date
	Firm's name	Firm's EIN	Check ☐ if self-employed
	Firm's address	Phone no.	PTIN

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: _____

Title: _____

Date: _____

LESSEE: City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

By: Lisa Hardin

Title: City Clerk / CFO

Date: 9-5-17

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 016

This Lease Schedule No. 016 to the Equipment Lease-Purchase Agreement dated as of September 16, 2003 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Starkville, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at 503 E. Lamplin St., Starkville, MS

3. Original Rental Term. The term of the Agreement shall be 5 years 10 months.

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$29,327.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 2.52 percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the 5th day of September, 2017

LESSOR:

LESSEE:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank

City of Starkville, Mississippi

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT B

EXHIBIT B-1

City of Starkville, Mississippi

Master Lease Number: 7334

Schedule Number: 16

2018 Ford F150 Crew Cab VIN: _____

Info Analysis

Payment Amortization Report

Interest Rate: 2.5200% (Monthly)

DRAFT
Dates may change at closing

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	9/25/17	1,555.67	1,555.67	0.00	27,771.33	0.00	0.00	27,771.33
1	10/25/17	0.00	0.00	0.00	27,771.33	58.32	58.32	27,829.65
2	11/25/17	0.00	0.00	0.00	27,771.33	58.44	116.76	27,888.09
3	12/25/17	1,555.67	1,380.34	175.33	26,390.99	58.57	0.00	26,390.99
2017		3,111.34	2,936.01	175.33		175.33		
4	1/25/18	0.00	0.00	0.00	26,390.99	55.42	55.42	26,446.41
5	2/25/18	0.00	0.00	0.00	26,390.99	55.54	110.96	26,501.95
6	3/25/18	1,555.67	1,389.05	166.62	25,001.94	55.66	0.00	25,001.94
7	4/25/18	0.00	0.00	0.00	25,001.94	52.51	52.51	25,054.44
8	5/25/18	0.00	0.00	0.00	25,001.94	52.62	105.12	25,107.06
9	6/25/18	1,555.67	1,397.82	157.85	23,604.11	52.73	0.00	23,604.11
10	7/25/18	0.00	0.00	0.00	23,604.11	49.57	49.57	23,653.68
11	8/25/18	0.00	0.00	0.00	23,604.11	49.67	99.24	23,703.36
12	9/25/18	1,555.67	1,406.65	149.02	22,197.46	49.78	0.00	22,197.46
13	10/25/18	0.00	0.00	0.00	22,197.46	46.62	46.62	22,244.08
14	11/25/18	0.00	0.00	0.00	22,197.46	46.71	93.33	22,290.79
15	12/25/18	1,555.67	1,415.53	140.14	20,781.93	46.81	0.00	20,781.93
2018		6,222.68	5,609.06	613.62		613.62		
16	1/25/19	0.00	0.00	0.00	20,781.93	43.64	43.64	20,825.58
17	2/25/19	0.00	0.00	0.00	20,781.93	43.73	87.38	20,869.31
18	3/25/19	1,555.67	1,424.47	131.20	19,357.47	43.83	0.00	19,357.47
19	4/25/19	0.00	0.00	0.00	19,357.47	40.65	40.65	19,398.12
20	5/25/19	0.00	0.00	0.00	19,357.47	40.74	81.39	19,438.86
21	6/25/19	1,555.67	1,433.46	122.21	17,924.01	40.82	0.00	17,924.01
22	7/25/19	0.00	0.00	0.00	17,924.01	37.64	37.64	17,961.65
23	8/25/19	0.00	0.00	0.00	17,924.01	37.72	75.36	17,999.37
24	9/25/19	1,555.67	1,442.51	113.16	16,481.50	37.80	0.00	16,481.50
25	10/25/19	0.00	0.00	0.00	16,481.50	34.61	34.61	16,516.11
26	11/25/19	0.00	0.00	0.00	16,481.50	34.68	69.30	16,550.80
27	12/25/19	1,555.67	1,451.62	104.05	15,029.88	34.76	0.00	15,029.88
2019		6,222.68	5,752.05	470.63		470.63		
28	1/25/20	0.00	0.00	0.00	15,029.88	31.56	31.56	15,061.45
29	2/25/20	0.00	0.00	0.00	15,029.88	31.63	63.19	15,093.08
30	3/25/20	1,555.67	1,460.78	94.89	13,569.10	31.70	0.00	13,569.10
31	4/25/20	0.00	0.00	0.00	13,569.10	28.50	28.50	13,597.60
32	5/25/20	0.00	0.00	0.00	13,569.10	28.56	57.05	13,626.15
33	6/25/20	1,555.67	1,470.00	85.67	12,099.10	28.62	0.00	12,099.10

Info Analysis Payment Amortization Report

Interest Rate: 2.5200% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	7/25/20	0.00	0.00	0.00	12,099.10	25.41	25.41	12,124.51
35	8/25/20	0.00	0.00	0.00	12,099.10	25.46	50.87	12,149.97
36	9/25/20	1,555.67	1,479.28	76.39	10,619.82	25.52	0.00	10,619.82
37	10/25/20	0.00	0.00	0.00	10,619.82	22.30	22.30	10,642.12
38	11/25/20	0.00	0.00	0.00	10,619.82	22.35	44.65	10,664.47
39	12/25/20	1,555.67	1,488.62	67.05	9,131.19	22.40	0.00	9,131.19
	2020	6,222.68	5,898.69	323.99		323.99		
40	1/25/21	0.00	0.00	0.00	9,131.19	19.18	19.18	9,150.37
41	2/25/21	0.00	0.00	0.00	9,131.19	19.22	38.39	9,169.58
42	3/25/21	1,555.67	1,498.02	57.65	7,633.17	19.26	0.00	7,633.17
43	4/25/21	0.00	0.00	0.00	7,633.17	16.03	16.03	7,649.20
44	5/25/21	0.00	0.00	0.00	7,633.17	16.06	32.09	7,665.26
45	6/25/21	1,555.67	1,507.48	48.19	6,125.69	16.10	0.00	6,125.69
46	7/25/21	0.00	0.00	0.00	6,125.69	12.86	12.86	6,138.56
47	8/25/21	0.00	0.00	0.00	6,125.69	12.89	25.76	6,151.45
48	9/25/21	1,555.67	1,517.00	38.67	4,608.70	12.92	0.00	4,608.70
49	10/25/21	0.00	0.00	0.00	4,608.70	9.68	9.68	4,618.37
50	11/25/21	0.00	0.00	0.00	4,608.70	9.70	19.38	4,628.07
51	12/25/21	1,555.67	1,526.57	29.10	3,082.12	9.72	0.00	3,082.12
	2021	6,222.68	6,049.07	173.61		173.61		
52	1/25/22	0.00	0.00	0.00	3,082.12	6.47	6.47	3,088.59
53	2/25/22	0.00	0.00	0.00	3,082.12	6.49	12.96	3,095.08
54	3/25/22	1,555.67	1,536.21	19.46	1,545.91	6.50	0.00	1,545.91
55	4/25/22	0.00	0.00	0.00	1,545.91	3.25	3.25	1,549.16
56	5/25/22	0.00	0.00	0.00	1,545.91	3.25	6.50	1,552.41
57	6/25/22	1,555.67	1,545.91	9.76	0.00	3.26	0.00	0.00
	2022	3,111.34	3,082.12	29.22		29.22		
	Totals	31,113.40	29,327.00	1,786.40		1,786.40		

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of September 16, 2003 .

City of Starkville, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of September 16, 2003 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Starkville, Mississippi

By: _____

Title: _____

Date: _____

EXHIBIT C

EXHIBIT C-1

City of Starkville, Mississippi

Master Lease Number: 7334

Schedule Number: 16

2018 Ford F150 Crew Cab VIN: _____

PLEASE INDICATE YOUR BILLING DECISION AND RETURN THIS
FORM WITH YOUR SIGNED DOCUMENTS:

☒ Check Here

*If you would like to receive invoices.

☐ Check Here

*If you would like to make payments through ACH debits,
please sign the attached ACH Form when you return these
signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

BancorpSouth Equipment Finance

Authorization Agreement for Direct Payments (ACH Debits)

I (We) hereby authorize BancorpSouth Equipment Finance to initiate debit entries to my (our) checking account indicated below at **Depository** named below to debit the same to such account.

Depository Name: _____ **Branch:** _____

City: _____ **State:** _____ **Zip:** _____

Routing Number: _____ **Account No.:** _____

Please provide the account number to which this payment will be applied:

Loan #: _____

Lease #: _____

This authorization is to remain in full force and effect until the Bank listed above has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____
(Please print)

Signature: _____

(Please print)

Signature: _____

Date: _____

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED AND
RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

☒ Check Here

*If we are to fund the equipment vendor(s).

☐ Check Here

*If you have already paid for your equipment purchase and you
need to be reimbursed. Please send a photo copy of the
canceled check issued for payment of the equipment when you
return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance



BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

To whom it may concern:

It is our great pleasure to help be of assistance to you in your endeavor to finance vehicles or equipment with us here at BancorpSouth Equipment Finance. In our effort to help assist you in the financing of vehicles or equipment for your county or city, we are asking if you could provide us with a invoice from the vendor pertaining to the equipment or vehicle(s) description along with proof of insurance. On the insurance binder in regards to the proof of insurance we also ask that BancorpSouth Equipment Finance be listed as "Loss Payee on physical damage" for the leased or financed equipment to be mailed back to us along with the invoice and the Executing Documents/Lease Purchase Agreement or Contract. If you would be so kind to send the requested documentation to our mailing address at Post Office Box 15097 Hattiesburg, MS 39404-5097 it would greatly be appreciated. If you have any further questions please feel free to contact us at 601-544-3252. Thank you for your regards in this matter.

Respectfully,

BancorpSouth Equipment Finance

BANCORPSOUTH EQUIPMENT FINANCE
P. O. Box 15097
Hattiesburg, MS 39404-5097

INVOICE

(Please return a copy of this invoice with your payment)

August 24, 2017

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

Re: 7334 70314-016

Advance Payment	\$1,555.67
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Total Due	<u>\$1,555.67</u>
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DUE AT TIME OF CLOSING

THANK YOU



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-5-17
PAGE: 1

SUBJECT: Request authorization for Tony Clayborn to travel to Biloxi, MS to attend the 2017 Training Chiefs Conference October 24 – 26, 2017 at an approximate cost of \$450.00.

AMOUNT & SOURCE OF FUNDING This amount will be paid from the Training Fund (001-263-600-390).

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval for Tony Clayborn to travel to Biloxi, MS, to attend the 2017 Training Chiefs Conference October 24 – 26, 2017 at an approximate cost of \$450.00.



2017 Training Chiefs Conference

Sponsored by:

Mississippi State Fire Academy
Mississippi Fire Instructors Association

Hosted by:

Biloxi Fire Department

October 25-26, 2017

IP Casino Resort
850 Bayview Avenue
Biloxi, MS 39530

Don't Miss It!

2017 Fire Department Training Chiefs Conference – October 25 & 26, 2017, Biloxi, MS

Registration Form - Please neatly **print** or **type** all information:

Tony Clayborn
(Name)

Training Chief
(Title)

Starkville Fire Department
(Organization)

t.clayborn@cityofstarkville.org
(Email Address)

503 E. Lamphkin Starkville, ms 39759
(Mailing Address)

Telephone Numbers:

Work: 662 - 323 - 2962 Cell: _____ - _____ - _____

NOTE: Please make your lodging reservations at the IP Casino Resort Spa located at 850 Bayview Avenue, Biloxi, MS 39530, 1-888-946-2847 or (228-436-3000). The event is MS Fire Instructor's Assn "Training Chiefs Conference" group code is S171348. (Hotel Rate is \$59.99 + \$10.00 resort fee per night, plus 5% county tax & 7% state tax. **NOW, NO LATER THAN October 2, 2017**)

Conference Information:

October 24th --- Tuesday Night Social. (6:00 p.m. to 9:00 p.m.)

October 25th --- Wednesday (8:00 a.m. to 5:00 p.m.)

October 26th --- Thursday (8:00 a.m. to 12:00 p.m.)

Conference Fee:

Registration received by October 6, 2017 ...\$135.00

Registration received after October 6, 2017... \$155.00

[Included in fee is MS Fire Instructors Association membership]

Make payable to: MS Fire Service Instructors Association

(See below)

Cash, Check or P.O. Number accepted (no credit cards)

A Program Sponsored by:

MSFA

&

**MS Fire Service Instructors
Association**

Hosted by:

Biloxi Fire Department

Indicate each additional Wednesday guest lunch ticket(s) @ \$30.00 each _____.

Indicate each additional Wednesday guest dinner ticket(s) @ \$30.00 each _____.

[This form will serve as the invoice for this conference] Total indicated for conference 1.

Send registration form and payment to: MS Fire Service Instructors Association

41 Blake Rd, Hickory, MS 39332

Attn: Ginger Hand

Email questions to: Ginger Hand - hvfd33@yahoo.com

Norris Robbins - chiefrobbins38828@gmail.com

Karl Vanhorn - fdresponder@yahoo.com

Wednesday, October 25th, 2017

8:00 a.m. – 8:30 a.m.	Registration/Vendor Room Open/Coffee	
8:30 a.m. – 9:15 a.m.	Welcome and Opening Ceremony	Chief Steven Ashby, Program Director, MSFA <u>Posting of the Colors</u> Biloxi Honor Guard Gulfport Pipes and Drums Invocation <u>Introductions</u> Chief Joe Boney, Chief Biloxi Fire Dept. Mayor Andrew “Fo Fo” Gilich, City of Biloxi President, Board of Supervisors Reggie Bell, Director of MSFA IP Conference Staff Welcome Vendors Conference Overview
9:15 a.m. – 10:15 a.m.	Railroad Incidents, How Prepared are You & Your Department	Glen Rudner
10:15 a.m. – 10:45 a.m.	<i>Network Break – Vendor Room Open – <u>Sponsorship Available</u></i>	
10:45 a.m. – 11:45 a.m.	Railroad Incidents, How Prepared are You & Your Department - continued	
11:45 a.m. – 12:45 p.m.	Lunch Provided – <u>Sponsorship Available</u>	
12:45 p.m. – 1:45 p.m.	Discovery & Documentation for Law Suits	Attorney at Law
1:45 p.m. – 2:15 p.m.	<i>Network Break – Vendor Room Open – <u>Sponsorship Available</u></i>	
2:15 p.m. – 3:15 p.m.	<u>Break Out Sessions:</u>	
First Track	The Do's and Don'ts of Foam Operation	Fire Ade/ Vendor Spotlight
Second Track	Getting Started as New Training Chief/Officer	Chief John Jennings, Biloxi Fire Dept.
3:15 p.m. – 3:30 p.m.	Network Break – Vendor Room Open	
3:30 p.m. – 4:30 p.m.	How to Prepare for the Best Training Rating	Richard Watkins, MS Rating Bureau

Wednesday Night, October 25th

Networking

Social

Tuesday Night!

Networking Dinner & Social on the Bay:

6:00 p.m.

(See below)

Networking Social

October 24th: 6:00p.m

Night at the Museum Cookout

[Transportation provided to/from IP]

Sponsored by: MS Fire Service

Instructors Association

Transportation will begin shuttling all attendees to the Point Cadet pavilion where you can enjoy a shrimp boil & a social networking experience overlooking the Biloxi Bay. A live fire/foam demonstration will be provided by Fire Ade. Tour of the beautiful Maritime Museum will also be available for participants before the dinner and during the social.

Raffle Ticket Sales Money from Training Chiefs Conference presented to Tammy Moore, President of Burn Camp



Thursday, October 26th

8:00 a.m. – 8:30 a.m.	Vendor Room Open/ Coffee and Pastries – <u>Sponsorship Available</u>	
8:30 a.m. – 9:30 a.m.	Fire Service Personnel Responding to Current Drug Lab Trends	Lt. Eddie Hawkins, MBN
9:30 a.m. – 10:00 a.m.	Networking Break – Last Call – Vendor Room Open – Check Out	
10:00 a.m.–10:30 a.m.	Accreditation Updates to MSFA Curriculum and Testing	Instructor Chief Shannon Sandridge
10:30 a.m. – 10:45 a.m.	Vendor Thanks	
10:45 a.m. – 11:15 a.m.	MS Fire Service Instructors Association (Presentation/Elections)	Chief Karl Vanhorn – President
11:15 a.m. – 11:30 a.m.	Interdepartmental Training Resources	MSFA Instructor
11:30 a.m. – 11:45 p.m.	Raffle Ticket Winners Announced	Special Guest
11:45 a.m. – 12:00 p.m.	Closing Remarks	Instructor Chief Steven Ashby



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-05-17
PAGE: 1

SUBJECT: Request permission to apply for a Homeland Security Grant for the approximately amount of \$31,000. The SFD would use funds for this grant to purchase a UVA (Drone), Rope Rescue Equipment and a Flat Bottom Boat. If awarded, this in a 100% grant, with no cost to the city.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval to apply for a Homeland Security Grant for the approximately amount of \$31,000. The SFD would use funds for this grant to purchase a rescue dive Trailer and a Flat Bottom Boat. If awarded, this in a 100% grant, with no cost to the city.



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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE:
PAGE: 1 of 7

SUBJECT: Discussion and Consideration of the approval to use Magnolia Flooring & Company to remove and replace carpet in the lobby of the sportsplex with the lowest quote amount of \$34,358.45.

AMOUNT & SOURCE OF FUNDING:

Line item number: 375-551-907-942

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation
323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move of the approval to use Magnolia Flooring & Company to remove and replace carpet in the lobby of the sportsplex with the lowest quote amount of \$34,358.45. The funding would come from line item 375-551-907-942.

Magnolia Flooring & Company
106 Spruill Industrial Park Road

Estimate

Date	Estimate #
7/26/2017	791

Name / Address
Travis Outlaw Sports Plex Trent Helms thelms@starkvilleparks.com

			Project
Description	Qty	Cost	Total
Adura Cascade, Sea Mist, #AR302, Vinyl Tile			
Foyer 171 SF			
Carpet Removal	171	2.50	427.50T
Cove Base removal	25	1.00	25.00T
SF 171SF Adura Cascade, Sea Mist, #AR302, Vinyl Tile (22 SF /ctn)	176	4.29	755.04T
Pail, 1 gal. MT711	1	44.39	44.39T
25 LF 6" Cove Base	28	1.19	33.32T
ea.Henry Cove Base Adhesive 30 oz. Tube	1	7.08	7.08T
1 Bag Ardex floor Leveler	1	95.00	95.00T
Install Labor - VCT by SF	176	1.75	308.00T
Install Labor - Cove Base	28	1.50	42.00T
Shipping & Handling	1	62.00	62.00T
Side Hall 531 SF			
Carpet Removal	531	2.50	1,327.50T
Cove Base Removal	120	1.00	120.00T
531 SF Adura Cascade, Sea Mist, #AR302, Vinyl tile	24	85.80	2,059.20T
Pail, 4 gal MT711 Adhesive	1	154.99	154.99T
120 LF 6" Cove Base	120	1.19	142.80T
ea.Henry cove Base Adhesive 30 oz. Tubes	4	7.08	28.32T
1 Bag Ardex Floor leveler	1	95.00	95.00T
Install Labor - VCT by SF	553	1.75	967.75T
Install Labor - Cove Base by LF	120	1.50	180.00T
Shipping & Handling	1	99.88	99.88T
Main Hall 3110 SF			
Carpet Removal	3,110	2.50	7,775.00T
Cove Base Removal	300	1.00	300.00T
Click Step Urban Patina Vinyl tile			
		Total	

Customer Signature

Magnolia Flooring & Company
106 Spruill Industrial Park Road

Estimate

Date	Estimate #
7/26/2017	791

Name / Address
Travis Outlaw Sports Plex Trent Helms thelms@starkvilleparks.com

			Project
Description	Qty	Cost	Total
3110 SF Adura Cascade, Sea Mist, #AR302, vinyl Tile	135	85.80	11,583.00T
Pail, 4 gal, MT711 Adhesive	5	154.99	774.95T
300 LF Cove Base	300	1.19	357.00T
Cove Base Adhesive 30 oz. tubes	10	7.08	70.80T
Ardex Floor leveler	4	95.00	380.00T
Install Labor - VCT 3110 SF	3,113.1	1.75	5,447.93T
Install Labor - Cove Base 300 LF	300	1.50	450.00T
Shipping & Handling	1	245.00	245.00T
Exempt from Sales Tax		0.00%	0.00
Click Step Urban Patina Vinyl tile			Total \$34,358.45

Customer Signature _____

Yarbrough Flooring

5001 Artesis Rd
Starkville, MS 39759
662-418-0723

INVOICE NO. [100]
DATE August 7, 2017
CUSTOMER ID [ABC12345]

TO
Trent Helms
Travis Outlaw Center
Lynn Lane
Starkville, MS 39759

SALESPERSON	JOB	PAYMENT TERMS
		Quote good for 30 days

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Adura Tile		
167.00	SF, Adura Tile, Wood Plank Look	85.80	14,328.60
6.00	4 gal pail of MT711 Adhesive	155.00	930.00
1.00	1 gal pail of MT711 Adhesive	44.39	44.39
6.00	Ardex floor leveler	95.00	570.00
500.00	LF Cove Base , 6"	1.40	700.00
17.00	30 oz tubes cove base adhesive	8.00	136.00
3840.00	Carpet Removal	2.50	9,600.00
500.00	LF Cove Base Removal	1.00	500.00
3840.00	Vinyl Tile Installation	1.75	6,720.00
500.00	Cove Base Installation	1.50	750.00
1.00	Shipping	270.00	270.00

SUBTOTAL	\$	34,548.99
SALES TAX		
TOTAL	\$	34,548.99

THANK YOU FOR YOUR BUSINESS!

Yarbrough Flooring

5001 Artesis Rd
 Starkville, MS 39759
 662 418-0723

INVOICE NO. [100]
 DATE August 7, 2017
 CUSTOMER ID [ABC12345]

TO Trent Helms
 Travis Outlaw Center
 Lynn Lane
 Starkville, MS 39759

SALESPERSON	JOB	PAYMENT TERMS	
		Quote good for 30 days	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Ceramic Tile		
3840.00	SF, Ceramic Tile, Mikonos 12x24	4.50	17,280.00
50.00	253 Thinset	27.49	1,374.50
6.00	Ardex floor leveler	95.00	570.00
7.00	Permacolor Grout	50.00	350.00
500.00	LF Cove Base , 6"	1.40	700.00
17.00	30 oz tubes cove base adhesive	8.00	136.00
3840.00	Carpet Removal	2.50	9,600.00
500.00	LF Cove Base Removal	1.00	500.00
3840.00	Ceramic Installation	3.50	13,440.00
500.00	Cove Base Installation	1.50	750.00
1.00	Shipping	270.00	270.00

SUBTOTAL	\$	44,970.50
SALES TAX		
TOTAL	\$	44,970.50

THANK YOU FOR YOUR BUSINESS!

Magnolia Flooring & Company
106 Spruill Industrial Park Road

Estimate

Date	Estimate #
7/26/2017	792

Name / Address
Travis Outlaw Sports Plex Trent Helms thelms@starkvilleparks.com

			Project
Description	Qty	Cost	Total
Ceramic Tile			
Foyer 171 SF			
Carpet Removal	171	2.50	427.50T
Cove Base Removal	25	1.00	25.00T
171 SF Ceramic Tile - Mikonos 12x24 (12 sf/ctn)	15	54.01	810.15T
Ardex floor leveler	1	95.00	95.00T
# 253 Thinset	2	27.49	54.98T
Perma color Grout	1	50.00	50.00T
25 LF Cove Base (7 - 4' sticks)	28	1.39	38.92T
30 oz. tubes of Cove Base Adhesive	1	7.08	7.08T
Install Labor - Ceramic 171 SF	180	3.50	630.00T
Install Labor - cove Base	28	1.50	42.00T
Shipping & Handling	1	78.89	78.89T
Side Hall 531 Sf			
Carpet Removal	531	2.50	1,327.50T
Cove Base Removal	120	1.00	120.00T
531 SF Ceramic Tile - Mikonos 12x24 (12 SF / ctn)	45	54.01	2,430.45T
# 253 Thinset	7	27.49	192.43T
Perma Color Grout 25lb bag	1	50.00	50.00T
Ardex Floor Leveler	1	95.00	95.00T
120 LF 6" Cove Base (1 -100' roll and 5 - 4' Sticks)	120	1.39	166.80T
30 oz. tubes Cove Base Adhesive	4	7.08	28.32T
Install Labor - Ceramic	540	3.50	1,890.00T
Install Labor - Cove Base	120	1.50	180.00T
Shipping & Handling	1	99.11	99.11T
Main Hall 3110 SF			
Carpet Removal	3,110	2.50	7,775.00T
Ceramic Tile			
		Total	

Customer Signature

Magnolia Flooring & Company
106 Spruill Industrial Park Road

Estimate

Date	Estimate #
7/26/2017	792

Name / Address
Travis Outlaw Sports Plex Trent Helms thelms@starkvilleparks.com

			Project
Description	Qty	Cost	Total
Cove Base removal	300	1.00	300.00T
3110 SF Ceramic Tile - Mikonos 12x24 (12 SF/ ctn)	260	54.01	14,042.60T
#253 Thinset	39	27.49	1,072.11T
Perma Color Grout 25lb bags	5	50.00	250.00T
Ardex Floor Leveler	4	95.00	380.00T
300 LF Cove Base (3 - 100' rolls)	300	1.39	417.00T
30 oz tubes of cove base adhesive	10	7.08	70.80T
Install Labor - Ceramic	3,120	3.50	10,920.00T
Install Labor - Cove Base	300	1.50	450.00T
Shipping & Handling	1	250.94	250.94T
Exempt from Sales Tax		0.00%	0.00
Ceramic Tile		Total	\$44,767.58

Customer Signature _____



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 5, 2017
Page: 1-3

SUBJECT:

Request approval of the Mississippi Partnership Counseling to Career (C2C) Youth Program Work Experience Worksite Agreement through Golden Triangle Planning Development District (GTPDD) and authorization to participate in this program.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

We have previously participated in this program through GTPDD. GTPDD has contacted the City and has participants that they would like to place with the City. This program has proven to be worthwhile to both the individual participants and to the City.

Under this program, the participants would receive training provided by GTPDD and would be placed in a work setting for up to thirty (30) hours per week per participant. The participant would be paid by GTPDD through the program. The City would provide a work opportunity, supervision, and evaluation. GTPDD covers the participant with worker's comp benefits. There is no cost to the city to participate in this program and the city would utilize program participants for up to thirty (30) hours per week in positions to be determined by the City. We can place youth and provide meaningful work opportunities in office settings and laborer type positions. This would not displace or substitute for any regular City employee. Exact positions and departments will be determined based on program participants.

Attached is a Worksite Participation Agreement that we would have to sign to participate. We would like to move forward on this and would request Board approval to participate in the program and authorization to sign the agreement. This agreement has been cleared through the City Attorney.

REQUESTING DEPARTMENT:

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Nav Ashford, Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval of the Mississippi Partnership Counseling to Career (C2C) Youth Program Work Experience Worksite Agreement through GTPDD and authorization to participate in this program.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 5, 2017
Page: 1

SUBJECT:

Request authorization to hire Pavion F. Norwood, as a full time Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Non Exempt (\$10.00 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Interim Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Pavion F. Norwood, as a full time Maintenance Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 05, 2017
Page: 1

SUBJECT:

Request authorization to hire Nick Florentino, as the Warehouse Manager in the Starkville Utilities-Water/Sewer Department.

AMOUNT & SOURCE OF FUNDING:

Grade 8, Non Exempt \$34, 528.00 (\$16.60 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Casey Johnson, who is going back to school to work on his Master's Degree full time..

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Nick Florentino, as the Warehouse Manager in the Starkville Utilities-Water/Sewer Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: September 5, 2017

Page: 1

SUBJECT:

Request permission to allow Starkville Fire Department to conduct the promotional process to fill positions of Lieutenant and Sergeant for Fire Station five (5).

AMOUNT & SOURCE OF FUNDING:

Salary Management 001-261-420-103

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to allow Starkville Fire Department to conduct the promotional process to fill positions of Lieutenant and Sergeant for Fire Station five (5).



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 9-5-2017
PAGE: 1 of 1**

SUBJECT: Update on building renovation by Chief R. Frank Nichols, Gary Shafer & Assoc.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Update on building renovation by Chief R. Frank Nichols, Gary Shafer & Assoc.



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 9-5-2017
PAGE: 1 of 1**

SUBJECT: Request authorization to allow Clyde Pritchard to do 2 additional borings through the floor of the basement, slight elevation work.

AMOUNT & SOURCE OF FUNDING: \$1,200.00

001-201-630-426

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval to allow Clyde Pritchard to do 2 additional borings through the floor of the basement, slight elevation work at the cost of \$1,200.00.



OFFICE OF ARCHITECTURE

August 23, 2017

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

RE: SPD Basement Recommendation

Mayor Spruill,

The following will be an account of our understanding of the water infiltration issues that are currently affecting the basement area of the Starkville Police Department building and will end with our recommendation for your consideration.

- We have been working with the City for over 15 years to find and design a new facility for the Police Department. In that time, we were asked to look at many different sites and existing buildings. Within the context of the Program that was provided to us by the City we evaluated the fit between the Program, site/buildings, and the budget limit that was given to us by each of the sitting/current Mayor and Board.
- The 2014-2017 Mayor and Board narrowed the options down to the Cadence Bank building and the existing City Hall building. When the cost comparisons were presented, the Board chose to pursue the renovation of the City Hall building after the city hall functions were moved to the new building.
- As we investigated the existing conditions of the City Hall building we observed that at times there was moisture in the basement area. Often it was totally dry. But at other times the moisture ranged from just a few damp areas on the concrete to actual standing water (1" – 2" +/-).
- When questioning the occupants (both City Hall officials and Starkville Police representatives) we understood that the water was coming in under the north door on the east side and through the window/window well that was in the basement wall on the east side. And confirmed that water was entering the basement at these two locations.
- We avoided putting any of the programmatic spaces in the basement during the design phase due to the existing conditions. It was considered unoccupied space and only contained mechanical equipment and ducts that were attached to the bottom of the stage. This left a clear space of about 5 feet above the basement floor.
- As construction proceeded a new drainage system was established on the east side for the downspouts and in the new access area to the two doors on the east wall (the location of the previously observed leak). Additionally, the existing basement window/window well was removed and replaced with new wall construction.
- Once the water tightness of the exterior of the building was established it became clear that after a major rain event water was entering the basement.

Cont.....

- The GC started to monitor the situation and noticed that after a major rain event water was leaking up through a crack in the floor on the north-east corner of the basement slab.
- A explorative hole was cut in the slab at the leak to see if there was a pipe or drain in that area that could be producing water under pressure. No pipes or drains were found but it was observed that water was entering the hole from the east.
- During the next major rain event, the GC used a shop vacuum to collect the water from the hole, before it could rise enough to come out on the basement floor. In about 2 hours he collected 25 gallons of water. For that rain event, the remaining areas in the basement were dry.
- This was reported to the Board at the July 18th meeting. The recommendation was to install a sump pump in that area to remove the water that was observed under the slab. This was completed July 28th and has been operational since that time.
- From August 4th through the 17th Starkville received rain on 13 of the 14 days. Although the pump appeared to work properly, and removed the water that came into that hole, there was standing water in the other areas of the basement.
- This water was removed daily by the GC and another round of observations began.
- During the extended major rain event water was observed entering through another crack in the slab (1/3 of the way from the east wall) and through some cracks in the west wall.
- Much of this water migrates to the original floor drain in the middle of the basement. The City has run their camera in the drain and confirmed that it is not functional because it is collapsed.
- We now understand that under different rain conditions the basement appears to have different leak patterns.

With that said, we believe that the continuing water intrusion problems are unforeseen latent conditions. The next phase of resolution will require the expertise of a Civil Engineer. We can add this to the existing contract and ask the GC for a Change Order once a proposed solution is accepted by the Board. Or we could close out this contract, you can start using the building for its intended use, and sign a separate contract for the proposed work, once a plan is accepted.

The current Civil Engineer of Record is Clyde Pritchard and his recommendation is as follows:

'I believe it is prudent to do 2 additional borings through the floor in the basement.
I will also need the depth of the sump with respect to the basement floor.
Borings...a little elevation work....recommendations I anticipate to be on the order of \$1200.
Let me know if this is authorized.
Can drill it Wednesday if it's a go.'

Cont.....

Page Three

Please review and then feel free to call me with your thoughts, comments, or questions.

Thank you,

A handwritten signature in blue ink that reads "GARY SHAFER" followed by a stylized flourish and a period.

Gary Shafer, AIA
Registered Architect
Professor Emeritus of Architecture



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 8-15-17
PAGE: 1 of 6**

SUBJECT: Request authorization to enter into an agreement with Pinelake church for police services. The cost of the Officers will be paid at a rate of \$30.00 per hour and will be paid in full by Pinelake Church

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Request authorization to enter into an agreement with Pinelake church for police services. The cost of the Officers will be paid at a rate of \$30.00 per hour and will be paid in full by Pinelake Church.

CONTRACT FOR TRAFFIC CONTROL AND GUARD SERVICES

THIS AGREEMENT (this "Agreement") is made the 11th day of August, 2017, by and between the City of Starkville, Mississippi, a municipal corporation of the State of Mississippi (hereinafter referred to as the "City"), and Pinelake Church, Inc., a Mississippi corporation (hereinafter referred to as the "Church").

WHEREAS, the City has and maintains the Starkville Police Department (hereinafter referred to as the "Department"); and

WHEREAS, the Department has the authority to provide police services, including the direction and control of vehicular traffic upon highways located within the City of Starkville; Mississippi; and

WHEREAS, the City is entitled to enter into police and traffic control agreements with private entities requiring such services and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, the Church desires to enter into such an agreement for such services in accordance with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **SERVICES PROVIDED BY THE DEPARTMENT.** Subject to the terms and conditions of this Agreement, the Department shall from time to time provide police and traffic control and direction during specified times and locations specified by the Church in the vicinity of the location of the Church's Sunday services in the City.

2. **PERSONNEL, TRAINING AND EXPERIENCE.** The Department will provide qualified police personnel ("Police Personnel") necessary to provide such services which, at all

times, shall be under the exclusive authority, direction and control of the Department, and such Police Personnel shall perform such services in their discretion based on their experience and expertise.

3. INDEPENDENT CONTRACTOR(S). The City and each Police Personnel performing services under this Agreement shall at all times be acting as an independent contractor, and no such Police Personnel shall at any time be deemed to be an employee or agent of the Church.

4. TIME OF SERVICES. The regular time of service will be each Sunday as directed by the Church. Police Personnel providing services under this Agreement will be required to complete and return to the Church the attached time sheet. Police Personnel performing duties under this Agreement shall dress in their regular police uniform that designates them as a uniformed police officer of the City and shall carry a Church security radio on their person while performing duties hereunder, with such security radio monitoring the Church's designated security channel. In addition to traffic duties, the Police Personnel shall patrol the Church parking lot when not performing traffic control and direction duties hereunder.

5. COMPENSATION FOR SERVICES. The Church shall compensate the City for each Police Personnel's service at the rate of Thirty Dollars (\$30.00) per hour or One Hundred Dollars (\$120.00) for the four (4) hour regular time of service each week. Such compensation shall be remitted directly to each of the Police Personnel performing services hereunder, and each such Police Personnel shall execute and deliver a W-9 to the Church prior to performing services hereunder.

7. TERM. This Agreement shall be for a one year term, but may be cancelled at any time at the option of the Church or the City provided that notice of such cancellation shall be given in

writing to the other at least thirty (30) days prior to such cancellation. The City and the Church may renew this Agreement for successive one year terms by execution of a mutual written agreement each year.

8. NO ASSIGNMENT. Neither party may assign this Agreement, nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

9. NOTICES. Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the following respective addresses:

In the case of the City:

Starkville Police Department
Attn: Chief of Police
101 Lampkin Street
Starkville, MS 39759

In the case of the Church:

Pinelake Church, Inc.
Attn: Rod Cadenhead
Executive Pastor of Operations
6071 Highway 25
Brandon, MS 39047

10. COMPLIANCE WITH LAWS/ VENUE. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the Starkville Police Department and shall be governed by the laws of the State of Mississippi. The venue of any legal action or proceeding arising under this Agreement shall be a court of competent jurisdiction located in Oktibbeha, Mississippi.

11. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

12. MODIFICATION OF AGREEMENT. Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

13. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

15. BINDING AUTHORITY. Each of the signatories to this Agreement represent that each has full authority to enter into the foregoing Agreement on behalf of the party represented herein, and that all corporate action has been taken by the governing board/membership to duly authorize the execution and performance of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by
their respective governing bodies as of the date and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

By: R. Frank Nichols
Print Name: R. Frank Nichols
Print Title: Chief of Police

PINELAKE CHURCH, INC.

By: Rod Cadenhead
Print Name: Rod Cadenhead
Print Title: Executive Pastor of Operations



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

AGENDA ITEM NO:
AGENDA DATE: September 5, 2017
PAGE: 1 of 3

SUBJECT: Request authorization to purchase the electric facilities currently owned by 4-County Electric Power Association located along the east side of Highway 25 North toward Highway 182, then along Highway 182 from Highway 25 North to Jackson Street North, then along Jackson Street North to Garrard Road at depreciated book value of \$60,564.40.

A map detailing the line is attached.

AMOUNT & SOURCE OF FUNDING: \$60,564.40, FY 2017 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

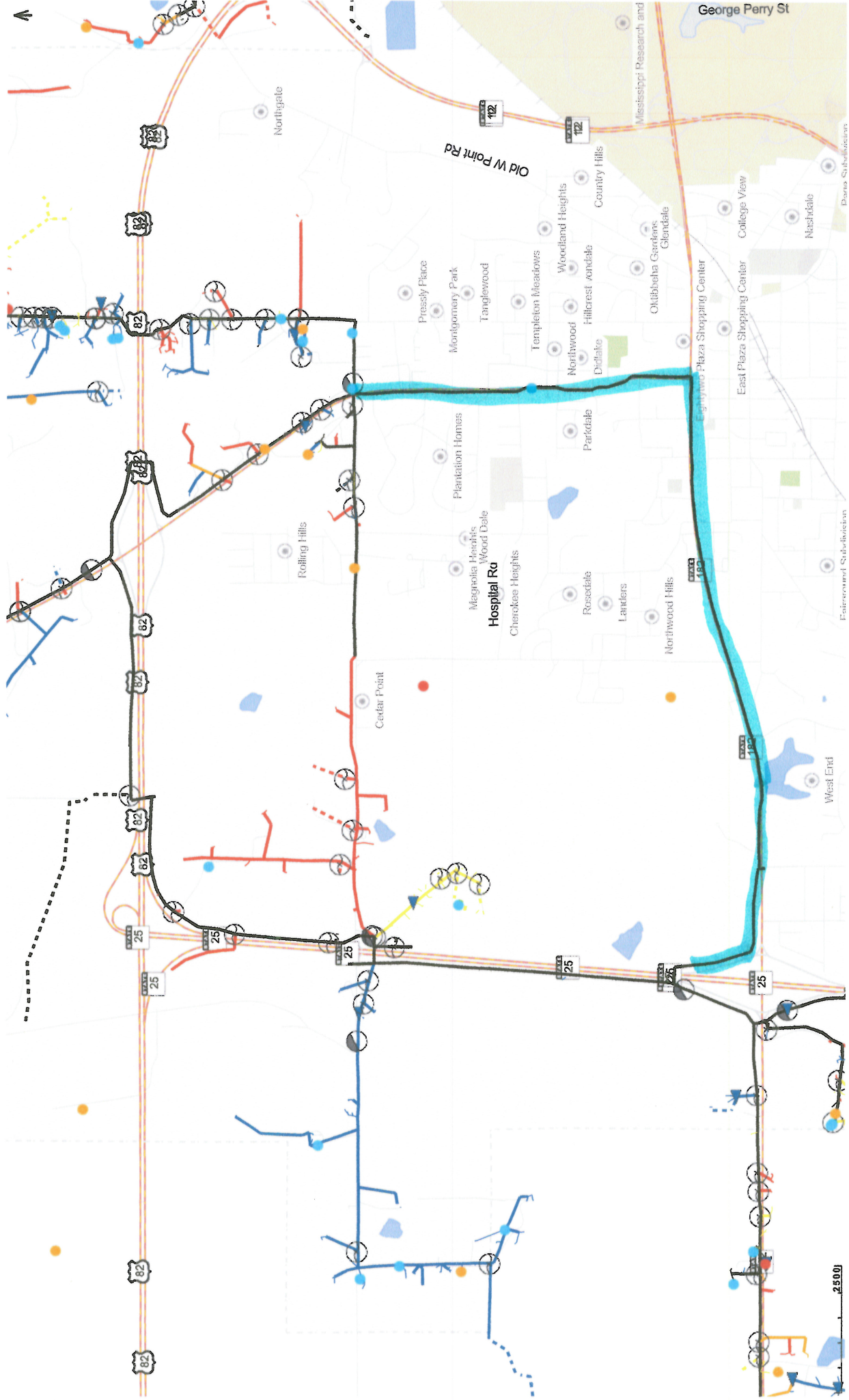
**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to purchase the electric lines currently owned by 4-County Electric Power Association as described above for the book value of \$60,564.40





5265 South Frontage Road • P.O. Box 351 • Columbus, MS 39703-0351 • (662) 327-8900

INVOICE # 5782

AUGUST 17, 2017

Starkville Electric Department
P. O. Box 927
Starkville, MS 39760

CR 107/30867

Invoice for the purchase of 4-County Electric Power Association Distribution Plant, located along the east side of Highway 25 North toward Highway 182, then along Highway 182 from Highway 25 North to Jackson Street North, then along Jackson Street North to Garrard Road, to the City of Starkville MS. Bill of Sale included.

Misc Units	\$60,564.40
Total Due	\$60,564.40

Please reference above invoice number on check to insure proper credit.
Remit payment to Attn: Niecy Shanks at Corporate address above.



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

AGENDA ITEM NO:
AGENDA DATE: September 5, 2017
PAGE: 1 of 4

SUBJECT: TVA recently approved an annual rate adjustment effective October 1, 2017 which will increase our wholesale rates approximately 2.357%. Starkville Utilities is requesting a retail neutral rate adjustment along with a reduction in our revenue to offset TVA's wholesale rate increase effective October 1, 2017. Our retail rate adjustment will increase residential customer charge by \$1.00 and reduce Kwh energy rate by 0.00112.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Utilities**

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval of the Resale Rate Schedule Substitution Agreement with TVA effective October 1, 2017.

October 1, 2017

RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT

Between

CITY OF STARKVILLE, MISSISSIPPI (DISTRIBUTOR)

And

TENNESSEE VALLEY AUTHORITY (TVA)

Distributor and TVA agree to substitute the new resale rate schedule specified in (a) below, a copy of which is attached, for the resale rate schedule specified in (b) below, which, as adjusted, is now in effect as a part of the Schedule of Rates and Charges attached to and made a part of the Power Contract, TV-48326A, effective March 1, 1978, as amended ("**Power Contract**"), between TVA and Distributor. This substitution is to be effective for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the October 2017 revenue month. It is expressly recognized that the adjustments set forth in the applicable Adjustment Addendum to said Schedule of Rates and Charges will continue to apply to the charges provided for by the attached schedule specified in (a) below.

(a) New resale rate schedule:
Residential Rate--Schedule RS October 2017

(b) Existing resale rate schedule:
Residential Rate--Schedule RS October 2016

It is understood that, upon execution of this agreement by TVA and Distributor, all references in the Power Contract to the existing resale rate schedule specified in (b) above, or to any predecessor schedules, will be deemed to refer to the new resale rate schedule specified in (a) above.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

Rate schedule substitution agreed to as of
the date first above written.

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

STARKVILLE UTILITIES
RESIDENTIAL RATE--SCHEDULE RS
(October 2017)

Availability

This rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

Character of Service

Alternating current, single-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor. Multiphase service shall be supplied in accordance with Distributor's standard policy.

Base Charges

Customer Charge: \$15.57 per month, less

Hydro Allocation Credit: \$1.60 per month

Energy Charge:

Summer Period 6.784¢ per kWh per month

Winter Period 6.485¢ per kWh per month

Transition Period 6.296¢ per kWh per month

Adjustment

The base energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, the base energy charge and the hydro allocation credit shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Minimum Monthly Bill

The base customer charge, as reduced by the hydro allocation credit, constitutes the minimum monthly bill for all customers served under this rate schedule except those customers for which a higher minimum monthly bill is required under Distributor's standard policy because of special circumstances affecting Distributor's cost of rendering service.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage.

Service is subject to Rules and Regulations of Distributor.