



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
September 15, 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

RECESS MEETING OF FRIDAY, SEPTEMBER 15, 2017
1:00 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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE AUGUST 11, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 15, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 25, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 28, 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

PUBLIC HEARING ON THE ADOPTION OF THE 2017-2018 BUDGET FOR THE CITY OF STARKVILLE AND ESTABLISHING THE MILLAGE RATE FOR THE FISCAL YEAR 2017-2018.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE REJECTION OF THE APPLICANTS FOR SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT HEAD AND AUTHORIZATION TO CHANGE THE TITLE OF CALVIN WARE FROM INTERIM DEPARTMENT HEAD TO DEPARTMENT HEAD EFFECTIVE IMMEDIATELY AT A SALARY OF \$60,000 ANNUALLY.

B. CONSIDERATION OF APPROVING THE HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE FOR THE 2018 CALENDAR YEAR.

C. CONSIDERATION OF ADVERTISING FOR RFPS FOR CONSULTANT SERVICES TO APPLY FOR THE TIGER GRANT CLOSING OCTOBER 16, 2017.

X. BOARD BUSINESS

A. CONSIDERATION OF ADOPTION OF A RESOLUTION SETTING THE MILLAGE RATE FOR THE CITY OF STARKVILLE FISCAL YEAR 2017 AT 25.58 MILLS.

B. CONSIDERATION OF THE APPROVAL OF THE SUMMARY BUDGET FOR THE CITY OF STARKVILLE INCLUDING STARKVILLE UTILITIES FOR THE FISCAL YEAR BEGINNING CCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018.

C. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST TO FILL A VACANCY ON THE STARKVILLE HOUSING AUTHORITY BOARD.

D. CONSIDERATION AND APPROVAL OF THE CONTRACT WITH REGIONS INSURANCE INC.FOR THE HEALTH INSURANCE RENEWAL

E. CONSIDERATION OF THE APPROVAL OF RENEWING THE CONTRACT WITH THE OKTIBBEHA COUNTY HUMANE SOCIETY FOR THE TERM OF FOUR (4) YEARS FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2012.

F. CONSIDERATION OF AUTHORIZING THE OKTIBBEHA COUNTY HUMANE SOCIETY ANNUAL FLYER OUTLINING THE CITY OF STARKVILLE ANIMAL CONTROL ORDINANCE INSERT TO THE OCTOBER STARKVILLE UTILITIES BILL.

G. CONSIDERATION OF ADVERTISING FOR BIDS TO MAINTAIN CITY LANDSCAPING PROJECTS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATIONS OF TRAVEL AND TRAINING FOR EMILY CORBAN TO ATTEND THE ALABAMA – MISSISSIPPI ALABAMA AMERICAN PLANNING ASSOCIATION CONFERENCE IN BIRMINGHAM, AL WITH COST NOT TO EXCEED \$363.30.

b. CONSIDERATION OF TRAVEL AND TRAINING FOR DANIEL HAVELIN TO ATTEND THE URBAN FORESTRY AND GREEN INFRASTRUCTURE EDUCATIONAL SUMMIT IN JACKSON, MS WITH COST NOT TO EXCEED \$250.00.

c. CONSIDERATION OF TRAVEL AND TRAINING FOR JEFF LYLES TO ATTEND THE MISSISSIPPI ASSOCIATION OF CODE ENFORCEMENT EDUCATIONAL CONFERENCE IN ROBINSONVILLE, MS WITH COST NOT TO EXCEED \$350.00.

C. COURTS

1. REQUEST APPROVAL TO ALLOW COURT ADMINISTRATOR TONY ROOK TO ATTEND MANDATORY CONTINUING EDUCATION TRAINING IN JACKSON, MS FROM OCTOBER 26, 2017 THROUGH OCTOBER 27, 2017 AS REQUIRED BY THE MISSISSIPPI JUDICIAL COLLEGE AND ADMINISTRATIVE OFFICE OF COURTS AT NO COST TO THE CITY.

D. ENGINEERING

1. REQUEST APPROVAL TO UTILIZE THE REMAINDER OF WARD 7 DISCRETIONARY FUNDS TO OVERLAY PORTIONS OF SOUTH LAFAYETTE STREET USING THE 2017 STREET IMPROVEMENT CONTRACT PRICES.

E. FINANCE AND ADMINISTRATION

THERE ARE NO ITEMS FOR THIS AGENDA

F. FIRE DEPARTMENT

1. REQUEST APPROVAL OF STEIN MCMULLEN AND MARK MCCURDY TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS 2017 FALL SEMINAR FROM OCTOBER 25-27 IN VICKSBURG, MS, WITH ADVANCED TRAVEL NOT TO EXCEED \$800.00.

2. REQUEST AUTHORIZATION TO PURCHASE 30 SCBA'S (WITH FACEPIECE, CYLINDER, AND SPARE CYLINDER) TO REPLACE OLD, OBSOLETE SCBA'S IN THE AMOUNT OF \$213,998.58 WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT AT STATE CONTRACT PRICES.

3. REQUEST PERMISSION TO ALLOW SFD TO REPLACE THE 4 BAY DOORS AT STATION 3, FROM GRENADA OVERHEAD DOOR AT A COST OF \$16,100.00, THE LOWER OF TWO QUOTES RECEIVED.

G. HUMAN RESOURCE DEPARTMENT

1. REQUEST AUTHORIZATION TO EXPAND THE JOB DUTIES OF SARAH AKINS BY ALLOWING MS. AKINS TO HAVE DUAL RESPONSIBILITIES AS THE LEAD ANIMAL CONTROL OFFICER AND WORKING AS A ADMINISTRATIVE ASSISTANT IN THE STARKVILLE POLICE DEPARTMENT /TRAINING DIVISION.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) MAINTENANCE WORKERS IN THE STARKVILLE UTILITIES DEPARTMENT/WATER DIVISION.
3. REQUEST AUTHORIZATION, TO ADVERTISE TO FILL THE VACANT POSITION OF A WATER TREATMENT OPERATOR, IN THE STARKVILLE UTILITIES DEPARTMENT/DRINKING WATER DIVISION.
4. REQUEST AUTHORIZATION TO HIRE CHRISTIAN TWILLIE, AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE LEANNE MCGARR AS ACCOUNTS PAYABLE DEPUTY CLERK IN FINANCE AND ADMINISTRATION DEPT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF GOOGLE'S G SUITE FOR \$6750 PER YEAR INCLUDING: GOOGLE MAIL, CALENDAR, CONTACTS, GROUPS, IM, HANGOUTS, DRIVE, SITES, DOCS, SHEETS, SLIDES, FORMS, DRAWINGS, SPAM/VIRUS FILTERING, SECURITY, REPORTING, OUTLOOK INTEGRATION, GOOGLE DATA MIGRATION TOOLS, G SUITE TRAINING.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL AND ACCEPTANCE OF THE LOWEST BID FROM WASTE ZERO, INC. FOR THE PURCHASE OF 6,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF \$65,880.00 FOR THE 2018 ANNUAL BAG DISTRIBUTION.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE SOLE SOURCE PURCHASE OF A TRANSFORMER OIL PUMP FOR BANK 2 AT 161/13KV STATION IN THE AMOUNT OF \$19,834.27.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO AWARD THE CONTRACT FOR CONSTRUCTION AND INSTALLATION OF SANITARY SEWER PUMP STATION MODIFICATIONS TO HEMPHILL CONSTRUCTION, PROVIDER OF THE LOWEST AND BEST BID WHICH INCLUDES A BASE BID OF \$433,899 PLUS FOUR 6" FLOWMETERS UNDER ADDITIVE ALTERNATIVE 1 FOR \$38,300 FOR A TOTAL COST OF \$472,199.

XII. **WORK SESSION REGARDING THE SEPTEMBER 19, 2017 BOARD MEETING**

XIII. **RECESS UNTIL SEPTEMBER 19, 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.



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 9-15-2017
PAGE: 1 of 3**

SUBJECT: Request approval of the minutes of the August 11, 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 11, 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
August 11, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on August 11, 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, Jason Walker, Patrick Miller, Roy A'. Perkins and Henry Vaughn, Sr. Alderman David Little was unable to attend. Attending the Board were 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. The session is also available for viewing on the City website.

City Engineer Edward Kemp presented roadway improvement, roadway maintenance and drainage improvement long term project listings. The lists were based on road needs and road conditions. The lists were broken into groupings of approximately one million dollar cost.

Mickey Watkins of Regions Insurance gave a presentation of the City's health insurance. Due to a few rare very high claims this past year, premiums are increasing.

Alderman Carver offered a motion to remove the proposed August 15 item "Consideration of calling for a Public Hearing on amending Ordinance 2009-06; Municipal Code Section Chapter 10 Relating to the Sale of Alcohol within the City of Starkville". Alderman Perkins seconded the motion. The Board voted as follows:

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

Having received a tied vote, the Mayor cast the deciding vote voting aye, leaving the item on the August 15, 2017 agenda.

During the work session, the Mayor and Board discussed items on the upcoming August 15, 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, AUGUST 11, 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: 9-15-2017
PAGE: 1 of**

SUBJECT: Request approval of the minutes of the August 15, 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 15, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 15, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on August 15, 2017 at 5:30 p.m. in the Courtroom of City Hall 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 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 the following two items be removed at the request of the Board Attorney pending further legal research:

IX. D. consideration of accepting the property at the intersection of Martin Luther King, JR. Drive/Highway 182 and North Jackson Street/Highway 389 from the Blue Current Development, LLC. And

XI. J. 2. Consideration of an agreement with Pinelake Church for police services.

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Walker offered a motion, duly seconded by Alderman Miller, to approve the August 15, 2017 Consent Agenda items as read by the Mayor. 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 AUGUST 15, 2017 AGENDA AS AMENDED WITH CONSENT ITEMS.

Alderman Miller offered a motion, duly seconded by Alderman Little, to approve the August 15, 2017 Agenda as amended, with consent items. 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**

MEETING OF TUESDAY, AUGUST 15, 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 5, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

B. CONSIDERATION OF THE MINUTES OF THE JULY 14, 2017 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

C. CONSIDERATION OF THE MINUTES OF THE JULY 27, 2017 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PRESENTATION OF THE MISSISSIPPI STATE BUDGET OF THE 2% FUNDS BY DR. REGINA HYATT AND STUDENT ASSOCIATION PRESIDENT, TYLER MCMURRAY.

B. PRESENTATION OF A DRAFT VERSION OF THE AUDIT OF THE 2016 CITY OF STARKVILLE BUDGET BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC.

VIII. PUBLIC HEARING

CONSIDERATION OF CU 17-07 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR AN ELECTRICAL SUBSTATION AT THE NORTH END OF AZALEA LANE IN R-5 ZONE WITH THE PARCEL NUMBER 1020-00-019.00 AND 1020-00-012.00.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF CU 17-07 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR AN ELECTRICAL SUBSTATION AT THE NORTH END OF AZALEA LANE IN R-5 ZONE WITH THE PARCEL NUMBER 1020-00-019.00 AND 1020-00-012.00.
- B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE.
- C. CONSIDERATION OF THE APPROVAL OF THE LETTER OF ENGAGEMENT FOR WATKINS, WARD & STAFFORD FOR THE FISCAL YEAR 2016.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE FOR THE FISCAL YEAR 2018.
- B. CONSIDERATION OF APPROVING THE TEMPORARY SALARY INCREASE FOR CALVIN WARE AS THE INTERIM ENVIRONMENTAL SERVICES DEPARTMENT HEAD.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ACCEPT THE 2017 FAA AIP GRANT OFFER 3-28-0068-022-2017 FOR PERIMETER FENCING; THREE ELECTRONIC GATES; REMOVE OBSTRUCTIONS AND SEVEN AIRFIELD GUIDANCE FIELD SIGNS ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$243,250.00 WITH A 5% CITY MATCH.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION FOR IN-KIND SERVICES REQUEST BY THE ALZHEIMER'S ASSOCIATION TO PLACE A BANNER OVER MAIN STREET FROM AUGUST 25TH TO SEPTEMBER 10TH.
- b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SECOND ANNUAL NIGHT MARKET AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON SEPTEMBER 1, 2017.
- c. CONSIDERATION OF PP 17-09 REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING +40.46 ACRES INTO 85 LOTS FOR THE FINAL PHASE OF COUNTRY CLUB ESTATES IN A R-4 ZONE WITH THE PROPERTY #106-14-013.00.

A. COURTS

1. CONSIDERATION TO ALLOW COURT CLERK SHALONDA SYKES TO ATTEND TRAINING SEPTEMBER 6, 2017 THROUGH SEPTEMBER 8, 2017 AS REQUIRED BY THE MISSISSIPPI JUDICIAL COLLEGE FOR 12 HOURS OF LEGISLATIVELY MANDATED TRAINING WITH ALL EXPENSES TO BE PAID BY THE MISSISSIPPI JUDICIAL COLLEGE.

B. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE QUOTE FROM GREG WALL, HELENA CHEMICAL, IN THE AMOUNT OF \$10,365.75 TO COMPLETE THE 2017 DITCH SPRAYING PROGRAM.
2. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM WILLIAMS EQUIPMENT AND SUPPLY FOR A BRUSH CUTTER ATTACHMENT FOR A MINI EXCAVATOR IN THE AMOUNT OF \$5,275.00.
3. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR RFPS FOR CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES FOR THE LOUISVILLE STREET MULTI-USE PATH IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCY (LPA) PROJECT DEVELOPMENT MANUAL AND AUTHORIZATION FOR THE MAYOR, SERVING AS CHIEF LPA OFFICIAL, TO APPOINT A CONSULTANT SELECTION COMMITTEE WHICH WILL BE RESPONSIBLE FOR BRINGING A RECOMMENDATION TO THE BOARD OF ALDERMEN AT A FUTURE MEETING.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 8, 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 ACCEPTANCE OF THE JULY FINANCIAL STATEMENTS.

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 USE KING CONSTRUCTION FROM LOUISVILLE, MS, FOR THE PURCHASE OF NEW ROOF ON THE PAVILION AT JL

KING PARK WITH THE LOWEST QUOTE \$14,125.21.

2. CONSIDERATION TO AUTHORIZE THE PURCHASE OF 2018 DODGE RAM 2500 ST CREW CAB 4X4, AT STATE CONTRACT PRICE OF \$37,984.00 TO BE USED BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN THREE YEAR LEASE PURCHASE QUOTES AND TO AWARD TO LOWER QUOTE.
3. CONSIDERATION TO AUTHORIZE THE PURCHASE OF 2018 DODGE RAM 2500 ST CREW CAB 4X4, AT STATE CONTRACT PRICE OF \$26,916.00 TO BE USED BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN THREE YEAR LEASE PURCHASE QUOTES AND TO AWARD TO LOWER QUOTE.

G. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE BLAKE DANIELS AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND ALLOW MR. DANIELS TO BE CONSIDERED FOR PROMOTION AFTER ONE (1) YEAR.
2. REQUEST AUTHORIZATION TO HIRE BRITT REYNOLDS, JAMES MASK, AND JOSEPH DIAZ AS ENTRY LEVEL FIREFIGHTER'S, IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON AUGUST 7, 2017 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER, IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A BUILDING INSPECTOR, IN THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZATION TO ADVERTISE THE POSITION ON THE INTERNATIONAL CODE COUNCIL WEBSITE.
7. REQUEST APPROVAL TO HIRE WILLIAM HATTEN AND VITTORIA ARNOLD AS TEMPORARY FULL-TIME ANIMAL CONTROL OFFICERS, IN THE STARKVILLE POLICE DEPARTMENT.

H. POLICE DEPARTMENT

1. CONSIDERATION TO APPLY FOR, AND IF AWARDED, ENTER INTO A GRANT WITH THE 4 COUNTY FOUNDATION TO PURCHASE TACTICAL SAFETY EQUIPMENT IN THE AMOUNT OF \$5,900 FOR THE STARKVILLE POLICE

DEPARTMENT SWAT TEAM.

I. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR FRONT LOADING REFUSE CONTAINERS.

2. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GARBAGE BAGS.

3. REQUEST AUTHORIZATION TO RENT A BULLDOZER TO BE USED BY THE LANDFILL.

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THOMAS WARE TO TRAVEL TO BILOXI, MS TO ATTEND WASTEWATER CERTIFICATION CLASSES ON SEPTEMBER 11 – 14, 2017 AT A TOTAL COST NOT TO EXCEED \$950.00 WITH ADVANCE TRAVEL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION AND LAND ACQUISITION

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 5, 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 – 31:

3. CONSIDERATION OF THE MINUTES OF THE JULY 5, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 5, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JULY 14, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 14, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all

changes recommended by the City Attorney” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE JULY 27, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 27, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE APPROVAL OF THE LETTER OF ENGAGEMENT FOR WATKINS, WARD & STAFFORD FOR THE FISCAL YEAR 2016.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the engagement letter from Watkins, Ward & Stafford for the Fiscal Year 2016 audit for the City of Starkville” is enumerated, this consent item is thereby approved.

Will insert engagement letter here

7. CONSIDERATION OF APPROVING THE TEMPORARY SALARY INCREASE FOR CALVIN WARE AS THE INTERIM ENVIRONMENTAL SERVICES DEPARTMENT HEAD.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a temporary pay increase of 9% for the Interim Director of Sanitation & Environmental Services to be effective on August 16, 2017, and through a period determined by the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

8. REQUEST APPROVAL TO ACCEPT THE 2017 FAA AIP GRANT OFFER 3-28-0068-022-2017 FOR PERIMETER FENCING; THREE ELECTRONIC GATES; REMOVE OBSTRUCTIONS AND SEVEN AIRFIELD GUIDANCE FIELD SIGNS ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$243,250.00 WITH A 5% CITY MATCH.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2017 FAA AIP Grant Offer 3-28-0068-022-2017 for perimeter fencing; three electronic gates; remove obstructions and seven airfield guidance field signs on George M. Bryan Field in the Amount of \$243,250.00 with 90% of the funding from FAA 2017 AIP Grant, 5% from 2017 MDOT matching and 5% from local matching funds” is enumerated, this consent item is thereby approved.

9. CONSIDERATION FOR IN-KIND SERVICES REQUEST BY THE ALZHEIMER’S ASSOCIATION TO PLACE A BANNER OVER MAIN STREET FROM AUGUST 25TH TO SEPTEMBER 10TH.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 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 the Walk to End Alzheimer’s to be held September 9, 2017” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SECOND ANNUAL NIGHT MARKET AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON SEPTEMBER 1, 2017.



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
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James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA

Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA

January 10, 2017

To the Honorable Mayor and Board of Aldermen
City of Starkville
Starkville, Mississippi 39759

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Starkville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet by Activity – General Fund.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Activity – General Fund.

- 3) Balance Sheet – Non-major Governmental Funds.
- 4) Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds.
- 5) Statement of Net Position – Non-major Enterprise Funds.
- 6) Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds.
- 7) Statement of Cash Flows – Non-major Enterprise Funds.
- 8) Schedule of Surety Bonds for Municipal Officials.
- 9) Schedule of Bonded Indebtedness.
- 10) Schedule of Long-Term Notes.
- 11) Schedule of Surety Bonds.
- 12) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and board of aldermen of the City of Starkville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in

which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to

test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Starkville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Starkville's major programs. The purpose of these procedures will be to express an opinion on the City of Starkville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree

to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers,

but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the mayor and board of aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Watkins, Ward and Stafford, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Watkins, Ward and Stafford, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the [Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity]. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 10, 2017 and to issue our reports no later than March 15, 2017. J. Randy Scrivner, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$22,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Previous years have required additional billings as follows: GASB 34 conversion - \$4,000, Federal programs - \$1,500 and depreciation schedules - \$1,500. If significant additional time above these identified areas is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If these areas have been completed without our assistance, there will be no additional charges. Specific procedures that we will perform during the audit at no additional cost will include quarterly testing of fixed asset additions and deletions and expanded testing in the areas of court fine revenues and payroll expenditures.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants

A handwritten signature in black ink, appearing to read "Randy Scrivner CPA". The signature is fluid and cursive, with the "CPA" part written in a slightly different style than the name.

J. Randy Scrivner, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Starkville.

Management signature: _____

Title: City Clerk

Date: 1/10/2017 – date of start of field work

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request by The Greater Starkville Development Partnership to hold the second annual Night Market September 1, 2017 and have City participation with in-kind services” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ALLOW COURT CLERK SHALONDA SYKES TO ATTEND TRAINING SEPTEMBER 6, 2017 THROUGH SEPTEMBER 8, 2017 AS REQUIRED BY THE MISSISSIPPI JUDICIAL COLLEGE FOR 12 HOURS OF LEGISLATIVELY MANDATED TRAINING WITH ALL EXPENSES TO BE PAID BY THE MISSISSIPPI JUDICIAL COLLEGE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to allow Court Clerk Shalonda Sykes to attend mandatory continuing education training at the Gold Strike Casino Resort in Robinsonville, MS from September 6, 2017 through September 8, 2017 as required by the Mississippi Judicial College and Administrative Office of Courts for 12 hours of legislatively mandated training with all expenses and travel to be paid by the Mississippi Judicial College” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTING THE QUOTE FROM GREG WALL, HELENA CHEMICAL, IN THE AMOUNT OF \$10,365.75 TO COMPLETE THE 2017 DITCH SPRAYING PROGRAM.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of accepting the quote from Greg Wall, Helena Chemical, in the amount of \$10,365.75 to complete the 2017 Ditch spraying program” is enumerated, this consent item is thereby approved.

3 quotes received to perform the work:

Greg Wall, Helena Chemical	\$10,365.75
Cahaba Services, LLC	\$11,345.16
T&C Specialty Applicators	\$10,827.05

13. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM WILLIAMS EQUIPMENT AND SUPPLY FOR A BRUSH CUTTER ATTACHMENT FOR A MINI EXCAVATOR IN THE AMOUNT OF \$5,275.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote from Williams equipment and supply for a brush cutter attachment for a mini excavator in the amount of \$5,275.00” is enumerated, this consent item is thereby approved.

2 quotes received for the attachment:

Williams Equipment and Supply	\$5,275.00
Thompson Machinery	\$5,490.96

14. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR RFPS FOR CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES FOR THE LOUISVILLE STREET MULTI-USE PATH IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCY (LPA) PROJECT DEVELOPMENT MANUAL AND AUTHORIZATION FOR THE MAYOR, SERVING AS CHIEF LPA OFFICIAL, TO APPOINT A CONSULTANT SELECTION COMMITTEE WHICH WILL BE RESPONSIBLE FOR BRINGING A RECOMMENDATION TO THE BOARD OF ALDERMEN AT A FUTURE MEETING.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for RFPs for Construction Engineering and Inspection (CE&I) services for the Louisville Street Multi-Use path in accordance with the MDOT Local Public Agency (LPA) Project Development Manual and authorization for the Mayor, serving as Chief LPA Official, to appoint a Consultant Selection Committee which will be responsible for bringing a recommendation to the Board of Aldermen at a future meeting” is enumerated, this consent item is thereby approved.

15. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 8, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Claims Docket for all departments as of August 8 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	\$ 198,902.04
Restricted Police Fund	002	516.10
Airport Fund	015	19,666.35
Sanitation	022	85,684.63
Landfill	023	3,372.99
Computer Assessments	107	
Police Dept Renovations	135	2,250.00
Park and Recreation	375	86,338.88
Trust & Agency	610	
Economic Dev, Tourism & Conv	630	
Sub Total Before Utilities		\$ 396,730.99
Utilities Dept.	SED	1,313,228.82
Total Claims	Total	\$ 1,709,959.81

16. CONSIDERATION OF ACCEPTANCE OF THE JULY FINANCIAL STATEMENTS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of the July 2017 financial statements” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF THE APPROVAL TO USE KING CONSTRUCTION FROM LOUISVILLE, MS, FOR THE PURCHASE OF NEW ROOF ON THE PAVILION AT J L KING PARK WITH THE LOWEST QUOTE OF \$14,125.21.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of contracting with King Construction from Louisville, MS, for the purchase of new roof on the pavilion at J L King Park with the lowest

quote of \$14,125.21 with funding to come from line item 375-551-907-942” is enumerated, this consent item is thereby approved.

Two quotes received: King Construction - \$14,125.21 and Welding Works, LLC - \$14,900.00

18. CONSIDERATION TO AUTHORIZE THE PURCHASE OF 2018 DODGE RAM 2500 ST CREW CAB 4X4, AT STATE CONTRACT PRICE OF \$37,984.00 TO BE USED BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN THREE YEAR LEASE PURCHASE QUOTES AND TO AWARD TO LOWER QUOTE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of 2018 Dodge Ram 2500 St Crew cab 4X4, at state contract price of \$37,984.00 to be used by the Park and Recreation Department of the City of Starkville and for the City Clerk / CFO to obtain three year leasing quotes and to award to the lower quote” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO AUTHORIZE THE PURCHASE OF 2018 DODGE RAM 2500 ST CREW CAB 4X4, AT STATE CONTRACT PRICE OF \$26,916.00 TO BE USED BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN THREE YEAR LEASE PURCHASE QUOTES AND TO AWARD TO LOWER QUOTE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a 2018 Dodge Ram 2500 St Crew cab 4X4, at state contract price of \$26,916.00 to be used by the Park and Recreation Department of the City of Starkville and for the City Clerk / CFO to obtain leasing quotes and to award to the lower quote” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE BLAKE DANIELS AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND ALLOW MR. DANIELS TO BE CONSIDERED FOR PROMOTION AFTER ONE (1) YEAR.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Blake Daniels, as a Certified Firefighter and allow Mr. Daniels to be considered for promotion after one (1) year” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO HIRE BRITT REYNOLDS, JAMES MASK, AND JOSEPH DIAZ AS ENTRY LEVEL FIREFIGHTER’S, IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Britt Reynolds, James Mask, and Joseph Diaz as Entry Level Firefighter’s, in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON AUGUST 7, 2017 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to retain candidates from the selection process, held on August 7, 2017, for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a

period of 90 days” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill the vacant position of Payroll/Collector Clerk, in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A MAINTENANCE WORKER, IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval 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.

25. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF A BUILDING INSPECTOR, IN THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZATION TO ADVERTISE THE POSITION ON THE INTERNATIONAL CODE COUNCIL WEBSITE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill the vacant position of a Building Inspector, in the Community Development Department and authorization to advertise the position on the International Code Council website” is enumerated, this consent item is thereby approved.

26. REQUEST APPROVAL TO HIRE WILLIAM HATTEN AND VITTORIA ARNOLD AS TEMPORARY FULL-TIME ANIMAL CONTROL OFFICERS, IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire William Hatten and Vittoria Arnold as a temporary full-time Animal Control Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO APPLY FOR, AND IF AWARDED, ENTER INTO A GRANT WITH THE 4 COUNTY FOUNDATION TO PURCHASE TACTICAL SAFETY EQUIPMENT IN THE AMOUNT OF \$5,900 FOR THE STARKVILLE POLICE DEPARTMENT SWAT TEAM.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval apply for, and if awarded, enter into a grant with the 4 County Foundation to purchase tactical safety equipment for the Starkville Police Department SWAT Team with no monetary match required from the City” is enumerated, this consent item is thereby approved.

Will insert PDF grant here

28. CONSIDERATION TO ADVERTISE FOR FRONT LOADING REFUSE CONTAINERS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval for the City Clerk’s Office



4-COUNTY FOUNDATION, INC.

Post Office Box 351
Columbus, MS 39703
(662) 327-8900

4countyfoundation@4county.org

APPLICATION FOR DONATION FOR ORGANIZATION/AGENCY

Dollars are distributed to tax exempt organizations as defined under Section 501(c) of the Internal Revenue Code, or organizations with a similar tax exempt status of the Internal Revenue Code, and are providing services or operating within the area served by 4-County Electric Power Association.

1. Name of Organization/Agency: Starkville Police Dept.
2. Address: 101 Lampkin St.
Street Address (include Post Office Box, if applicable)
Starkville MS 39759
City or Town State Zip Code
3. Phone Number: 662-323-4131 662-769-4437
Office Cell
4. Contact Person: Josh Wilson Corporal
Name Title
5. Contact Email: j.wilson@cityofstarkville.org
6. Is the person completing this application a member of 4-County Electric Power Association? NO
a. If so, are you participating in the Operation Round Up® program? NO
7. Please give a brief description of Organization/Agency's core purpose and focus (Mission Statement):
It is the mission of SPD to safeguard the lives & property of
the people we serve. Our role is to enforce the law in a fair
& impartial manner, recognizing the rights of all people.
8. Organizations must be tax exempt or operate under a tax exempt parent organization. Please provide a copy of letter (Form 501[c]) from the Internal Revenue Service. Letter must be attached to application.
a. Letter Attached yes

9. A copy of financial statement(s) for most previous year should be provided:

a. Statement attached yes

10. Number of individuals, families, or groups served in each of the following counties in the last year:

Chickasaw _____, Choctaw _____, Clay _____, Lowndes 5,000, Monroe _____,
Noxubee _____, Oktibbeha 150,000, Webster _____, Winston _____.

11. Does organization/agency serve outside Chickasaw, Choctaw, Clay, Lowndes, Monroe, Noxubee, Oktibbeha, Webster, or Winston Counties?

Yes _____ No ✓

a. If yes, please provide information on number served and location:

12. A. State the *purpose* of Organization/Agency's funding request:

SPD's Special Weapons & tactics team is in need of
updated equipment in order to better serve the
citizens of Starkville and surrounding areas.

B. State the *amount* of funding being requested: \$9,914.20 (required)

(Include line item(s) in support of the above amount. For example: "After school program support - 50 workbooks @ \$5.00; 50 boxes of crayons @ \$3.95 each = \$447.50")

SWAT Team equipment - 10 units - Peltor Com Tac Headset

@ \$583.49 / unit = \$5,834.90

SWAT Team equipment - 10 units - In line radio PTT

@ \$264.93 / unit = \$2,649.30

SWAT Team equipment - 10 units - Armor Express rails for helmet

@ \$143.00 / unit = \$1,430.00

13. How are Organization/Agency's programs measured for effectiveness? Starkville Police
Dept. provides security, protection, and service
to the community.

14. Please list three references:

<u>Chad Garnett</u>	<u>662-323-2421</u>		
Name	Phone		
<u>111 D.L. Connor Dr.</u>	<u>Starkville</u>	<u>MS</u>	<u>39759</u>
Address	City	State	Zip Code

<u>Lee Upchurch</u>	<u>662-285-6129</u>		
Name	Phone		
<u>122 Jail House Rd.</u>	<u>Ackerman</u>	<u>MS</u>	<u>39735</u>
Address	City	State	Zip Code

<u>Tammy Carlisle</u>	<u>662-418-0637</u>		
Name	Phone		
<u>2241 Old Hwy 25</u>	<u>Starkville</u>	<u>MS</u>	<u>39759</u>
Address	City	State	Zip Code

The information contained in this statement is for the purpose of obtaining funding from the 4-County Foundation, Inc., on behalf of the undersigned. Each undersigned understands that the information provided herein is used in deciding to grant funding, and each undersigned represents and warrants that the information provided is true and complete and that the 4-County Foundation, Inc. may consider this statement as continuing to be true and correct until a written notice of a change is provided. The 4-County Foundation, Inc. is authorized to make all inquiries they deem necessary to verify the accuracy of the statements made herein. **In accepting this award, the undersigned authorizes the release of basic information including name and likeness in written, photographic, video or electronic form for publicity use by the 4-County Foundation, Inc. and 4-County Electric Power Association.**

Starkville Police Dept.
NAME OF ORGANIZATION

JL Wilson
SIGNATURE OF REPRESENTATIVE

2/13/17
DATE



R. Frank Nichols
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

To: 4 County Foundation

From:  Corporal. J. Wilson

Date: 6/5/2017

Re: Grant Application

The Starkville Police Department would like to thank you for awarding our agency with the current grant for \$5,900.00: 10 units of Peltor Com Tac Headsets. When we applied for the grant we request two other items: in line radio Push to talk cables and armor express rails (10 sets of each). These two items had an additional total cost of \$4079.30. Both of these items are required for the headsets to work. At the current time our agency is not budgeted to cover the cost of the required additional equipment. We were checking to see if there was a possibility of the grant covering the other required equipment or if we can use the awarded grant for other needed equipment? Please let us know what our options are and again thank you for your assistance.

Ballistic Helmet	\$400.00=	x2	\$800.00
Level 4 plates set	\$600.00=	x2	\$1150.00
Plate Carrier	\$100.00=	x2	\$200.00
TRL1 Flashlight	\$125.00=	x6	\$750.00
Gas Mask canisters	\$41.00	x12	\$492.00
Helmet Rails	\$143.00	x10	\$1430.00
Helmet Velcro kits	\$15.00	x10	\$150.00
Protective hoods	\$20.00	x12	\$240.00

The remainder of the grant will be spent to equip the swat unit to vest pouches and accessories.

\$688.00

Total Grant: \$5900.00

to advertise for front loading refuse containers” is enumerated, this consent item is thereby approved.

29. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GARBAGE BAGS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the purchase of garbage bags” is enumerated, this consent item is thereby approved.

30. REQUEST AUTHORIZATION TO RENT A BULLDOZER TO BE USED BY THE LANDFILL.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval to rent a D85 manual angle blade waste hauler bulldozer from Lyle Machinery of Columbus at a cost of \$13,500 per month with City to obtain required rental equipment insurance” is enumerated, this consent item is thereby approved.

Quotes received:

Lyle Machinery: \$ 7,900 / month – D65PX6 way PAT blade
13,500 / month – D85 manual angle blade (plus \$500 freight from Columbus)
Thompson: \$ 10,900 / month – 2015 D6T track tractor (plus \$1,800 freight from Nashville)

31. REQUEST AUTHORIZATION FOR THOMAS WARE TO TRAVEL TO BILOXI, MS TO ATTEND WASTEWATER CERTIFICATION CLASSES ON SEPTEMBER 11 – 14, 2017 AT A TOTAL COST NOT TO EXCEED \$950.00 WITH ADVANCE TRAVEL.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the August 15, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Thomas Ware to travel to Biloxi, MS to attend Wastewater Certification Classes on September 11 – 14, 2017 at a total cost not to exceed \$950.00 with advance travel” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill invited everyone to join the Sturgis Motorcycle Rally as it passes through down town Starkville Friday, August 18 at approximately 4:30 p.m. Get Swept Up Starkville will be Wednesday, August 30 and all were invited to take pride in Starkville by helping Starkville look its best. The Mayor then noted School Board candidate interviews would be held September 5 with an appointment scheduled for September 19, 2017.

Mayor Spruill then recognized that the youth league of Starkville collected 5 divisional state tournament titles in baseball with 2 divisional state tournament runner up trophies as well as three overall state tournament titles with three runner up overall titles. In total, Starkville Baseball Association All Star teams collected 11 of the 21 championship banners as they represented Starkville throughout the State this summer. Randy Carlisle of the Starkville Baseball Association then presented the City with one of the trophies won and thanked Starkville for its support.

At this time, Mayor Spruill noted School Board candidate interviews would be held September 5 with an appointment scheduled for September 19, 2017.

BOARD OF ALDERMEN COMMENTS: Alderman Walker noted baseball is strong in Starkville and the youth need upgraded facilities and the time is present for the City to look at partnerships with MSU and Oktibbeha County. Alderman Miller encouraged everyone to support Starkville High School football as they travel to Noxubee County Friday, August 18, by attending the game.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Fire Chief for the Citizen Fire Academy which he recently attended. He also noted the new traffic lights on highway 12 can be confusing. He asked if additional garbage bags can be delivered to him. Reed Place had tree limbs that are hindering traffic and he asked that someone look at the situation.

Jennifer Prather, Starkville Partnership Director of Tourism, thanked the City and Board for their assistance with the September 1 Nigh Market. She invited all citizens to welcome visitors to the community.

Chris Taylor, as a business person, encouraged the Board to set a public hearing to listen to the community in regards to changes to the Alcohol Ordinance.

Dorothy Issac, stated she is against any modifications to the Alcohol Ordinance unless they add restrictions. She also asked the Board to give careful consideration of the upcoming School Board appointment.

PUBLIC APPEARANCES:

A. PRESENTATION OF THE MISSISSIPPI STATE BUDGET OF THE 2% FUNDS BY DR. REGINA HYATT AND STUDENT ASSOCIATION PRESIDENT, TYLER MCMURRAY.

Dr. Regina Hyatt, Vice President for Student Affairs, Amelia Rogers, Administrative Advisor, Tyler McMurray, Student Association President and Layton Little, Student Association Vice President, presented the MSU 2% Budget for Fiscal Year 2018 as follows:

Music Makers Productions	\$150,000
Bulldog Bash	145,000
Cowbells Cabs	20,000
Old Main Music Festival	30,000
Lyceum Series	60,000
<u>Global Lecture Series</u>	<u>20,000</u>
Total	\$425,000
Previous Years' surplus	\$ 27,000
<u>FY 2018 revenue projection</u>	<u>\$ 400,000</u>
Total	\$ 427,000

B. PRESENTATION OF A DRAFT VERSION OF THE AUDIT OF THE 2016 CITY OF STARKVILLE BUDGET BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC.

Randy Scrivner, CPA of Watkins, Ward and Stafford, PLLC, presented the 9/30/16 audit. A clean opinion was issued with revenues showing a 6.9% increase but with expenses showing a 7.5% increase. There was only one finding in the report which resulted from the separation of the water and sewer departments from the general city. Following discussion of fund balances and bond issuances, Mr. Scrivner noted the fund balance of the City is in a safe zone, though not as strong as some investor services might prefer.

PUBLIC HEARINGS:

PUBLIC HEARING OF CU 17-07: A REQUEST FOR CONDITIONAL USE TO ALLOW FOR AN ELECTRICAL SUBSTATION AT THE NORTH END OF AZALEA LANE IN R-5 ZONE WITH THE PARCEL NUMBER 1020-00-019.00 AND 1020-00-012.00.

Buddy Sanders presented the request. Starkville Utilities is requesting a Conditional Use to build a new electrical substation. The property is zoned R-5 Multifamily and in order to construct "Utilities", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. On July 11, 2017, The Planning and Zoning Commission voted unanimously to recommend approval of this conditional use request with the following conditions:

Recommended Conditions by the Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain a building permit from the Building Department.
2. Applicant shall erect a greenery barrier equal to the height of the equipment around the fenced area of the substation.
3. Starkville Utilities and/or the City shall repair Azalea Lane to as good or better condition than it was in before the construction of the substation.
4. Applicant shall incorporate down lighting from dusk to dawn if allowed by applicable regulating bodies.
5. Applicant shall notify the residents of Azalea Lane of the time and duration of heavy construction traffic.

23 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 20, 2017 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against this request.

Alderman Walker asked for a map of the area to be projected on the overhead screen. Ingress and egress areas were displayed. Alderman Walker asked that a fifty foot right of way be maintained for potentially a road to be built to the rear of the park. Mr. Terry Kemp estimated construction to be complete in thirty six months.

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

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

32. CONSIDERATION OF CU 17-07 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR AN ELECTRICAL SUBSTATION AT THE NORTH END OF AZALEA LANE IN R-5 ZONE WITH THE PARCEL NUMBER 1020-00-019.00 AND 1020-00-012.00.

Alderman Carver offered a motion, duly seconded by Alderman Walker, to grant CU 17-07 a request for Conditional Use to allow for an Electrical Substation at the north end of Azalea Lane in R-5 zone with the parcel number 1020-00-019.00 and 1020-00-012.00 with the following conditions as recommended by the Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain a building permit from the Building Department.
2. Applicant shall erect a greenery barrier equal to the height of the equipment around the fenced area of the substation.
3. Starkville Utilities and/or the City shall repair Azalea Lane to as good or better condition than it was in before the construction of the substation.

4. Applicant shall incorporate down lighting from dusk to dawn if allowed by applicable regulating bodies.
5. Applicant shall notify the residents of Azalea Lane of the time and duration of heavy construction traffic.

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. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to call for public hearings on September 5 and September 19 on the possibility of amending Ordinance 2009-06: Municipal Code Section Chapter 10 relating to the sale of alcohol within the City of Starkville, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

34. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE FISCAL YEAR 2018 BUDGET AND TAX MILLAGE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to set public hearings on the fiscal year 2018 budget and tax millage on September 5 and September 15, with adoption scheduled for September 15, 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.

35. CONSIDERATION OF PP 17-09 REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING +40.46 ACRES INTO 85 LOTS FOR THE FINAL PHASE OF COUNTRY CLUB ESTATES IN A R-4 ZONE WITH THE PROPERTY #106-14-013.00.

The applicant, Frank Jones Construction, is requesting approval for subdividing +-40.46 acres into 85 lots. Country Club Estates Final Phase preliminary plat was previously approved by the Board of Aldermen on May 20, 2014 and June 16, 2015 with conditions. The Board of Alderman approved VA 17-14 a request for variance relief from front and side setbacks for the final phase of Country Club Estates on August 1, 2017. The Planning and Zoning Commission recommended approval of PP 17-09 Country Club Estates Final Phase with the following conditions:

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The preliminary plat shall meet the minimum requirements for R-4 zone dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
10. Covenants restricting the placement of any fence within drainage Easements.
11. Drainage swales/linear basins to be designed to the satisfaction of the City Engineer and approval of the Board of Aldermen.
12. Document outlining ownership and maintenance responsibilities of storm drainage system to the satisfaction of the City Attorney, City Engineer and Community Development Director.
13. The name Augusta Lane must be changed to something that can be accepted by E-911.

John Weaver of Pritchard Engineering and City Engineer Edward Kemp discussed the history of the project as well as the storm drainage system.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve PP 17-09: request for Preliminary Plat approval for subdividing +-40.46 acres into eighty-five lots for Country Club Estates Final Phase Subdivision with 13 conditions as recommended by the Planning and Zoning Commission, 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman 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.
The Board entered closed session.

37. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF POTENTIAL LITIGATION AND LAND ACQUISITION AS RELATED TO THE LANDFILL AND PENDING LITIGATION IN THE CASE OF KAYLAN WARE VS THE CITY AND GREAT SOUTHERN PLAYGROUND.

Alderman Little offered a motion to enter Executive Session for the purpose of potential litigation and land acquisition as related to the landfill and pending litigation in the case of Kaylan Ware vs the City and Great Southern Playground on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

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 an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of potential litigation and land acquisition as related to the landfill and pending litigation in the case of Kaylan Ware vs the City and Great Southern Playground on a finding that the proposed topic qualified for Executive Session

At this time the Board entered Executive Session.

38. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Carver, duly seconded by Alderman Miller, to return to Open Session, 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.

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

39. MOTION TO ADJOURN UNTIL SEPTEMBER 5, 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 adjourn the meeting until September 5, 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
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM: MINUTES
AGENDA DATE: 9-15-2017
PAGE: 1 of 3**

SUBJECT: Request approval of the minutes of the August 25, 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 25, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF A WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
August 25, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session Meeting on August 25, 2017 at 1:00 p.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 Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A'. Perkins and Henry Vaughn, Sr. Alderman Ben Carver was unable to attend. Attending the Board was City Clerk / CFO Lesa Hardin. Department Directors were also in attendance and available to answer questions related to the items. The meeting was properly noticed pursuant to Miss. Code Ann. §25-41-13 and that notice is attached.

Mayor Spruill opened the work session.

Alderman Sistrunk as Budget Chairman presented and reviewed the budget process thus far. The goal was to create a tax neutral budget that can be used as a spending plan which can and will be changed as the year progresses. Alderman Sistrunk previously met with each department director to obtain input. Various items were discussed and some changes were made to the budget draft. It was decided there would be no tax increase for fiscal year 2018. The Clerk will advertise a public hearing for September 5 and September 15 pursuant to MCA §21-35-5 and MCA §27-39-203 with adoption set for September 15, 2017.

Mayor Spruill closed the budget work session.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

LESA HARDIN, CITY CLERK

Seal



**THERE WILL BE A BUDGET WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, AUGUST 25, 2017
AT 1:00 PM 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: 9-15-2017
PAGE: 1 of 3**

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

**MINUTES OF A SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
August 28, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Special Called Meeting on August 28, 2017 at 1:00 p.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 Sandra Sistrunk, Jason Walker, Patrick Miller and Roy A'. Perkins. Aldermen Ben Carver, David Little and Henry Vaughn, Sr. were unable to attend. Attending the Board were City Clerk / CFO Lesa Hardin and Human Resource Director Nav Ashford.

Mayor Spruill opened the meeting by announcing this to be a Special call meeting and the agenda being fixed, there was no approval of the agenda necessary. The meeting was noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13. A copy of the agenda and notice are attached.

Alderman Miller offered a motion to advertise to fill the vacant position of Accounts Payable Deputy Clerk in the City Clerk's Office. Alderman Walker seconded the motion and the Board voted as follows:

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

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

Alderman Miller offered a motion to adjourn. Alderman Sistrunk seconded the motion and the Board voted as follows:

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

Having received a majority vote, the Mayor declared the motion passed and the meeting adjourned.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

LESA HARDIN, CITY CLERK

Seal



**THERE WILL BE A SPECIAL CALLED MEETING ON
MONDAY, AUGUST 28, 2017
AT 1:00 PM IN THE SECOND FLOOR CONFERENCE ROOM
OF
STARKVILLE CITY HALL
110 WEST MAIN STREET
OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI**

OFFICIAL AGENDA

- 1. CALL THE MEETING TO ORDER**
- 2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF ACCOUNTS PAYABLE DEPUTY MUNICIPAL CLERK**
- 3. ADJOURN UNTIL SEPTEMBER 5, 2017 @ 5:30 IN THE SECOND FLOOR CONFERENCE ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.**


MAYOR

Date Signed: August 28, 2017
8:30 A.M.

**RECORD OF SERVICE
OF SPECIAL CALLED MEETING
ON MONDAY, AUGUST 28, 2017
AT 1:00 P.M.**

<u>OFFICIAL</u>	<u>DATE/TIME/PLACE</u>	<u>OFFICER</u>	<u>OFFICIAL'S SIGNATURE</u>
MAYOR SPRUILL CITY HALL	----- ----- -	-----	-----
ALDERMAN CARVER 28 LAKES BLVD 662-769-0792	8/28/17 1110	Audrey J. Smith S 25	Left at residence
ALDERMAN SISTRUNK 522 Chestnut Drive	8/28/17 1043	Audrey J. Smith S 25	Sandra C. Sistrunk
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	8/28/17 1035 515 Academy	Audrey J. Smith S 25	Paul Little
ALDERMAN WALKER 204 N NASH ST 662-617-0130	8/28/17 1024	Audrey J. Smith S 25	Left at residence
ALDERMAN MILLER 502 N MONTGOMERY	8/28/17 1617	Audrey J. Smith S 25	Left at residence Patricia Miller
ALDERMAN PERKINS 628 HOSPITAL RD OR 309 Dr Martin Luther King Dr E, # 104 / 324-7300	Jr 1010 8/28/17	Audrey J. Smith S 25	
ALDERMAN VAUGHN 105 HENDERSON ST 323-2004	served by email and text -		
ATTORNEY LATIMER	SERVED BY EMAIL		EMAIL READ RECEIPT ATTACHED

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 COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 9-15-2017
PAGE: 1 of 2

SUBJECT: Consideration of the rejection of the applicants for Sanitation and Environmental Department Head and authorization to change the title of Calvin Ware from Interim Department Head to Department Head effective immediately at an annual salary of \$60,000.

AMOUNT & SOURCE OF FUNDING: Fund 22

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Mayor's Office

DIRECTOR'S
AUTHORIZATION: Mayor D. Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION: Move approval of the rejection of the applicants for Sanitation and Environmental Department Head and authorization to change the title of Calvin Ware from Interim Department Head to Department Head effective immediately at an annual salary of \$60,000.

Move that the interim status be removed from Calvin Ware's job title of Director of Sanitation and Environmental Services and that he be promoted into the fulltime and permanent position based on, and pursuant to, the following findings:

1. Starkville's Human Resources Director has reviewed the external applications for the Director of Sanitation and Environmental Services, determined that the external applicants lack the qualifications, experience, and expertise necessary to override the City's hiring of a qualified internal candidate, and recommends rejecting the external applications.
2. Mr. Ware has served as the interim Director of Sanitation and Environmental Services for over the past two months. In that role, he has effectively and smoothly run the Department and earned the respect and approval of Department employees and the Mayor and Board of Aldermen.
3. Mr. Ware is a long-time employee of the City of Starkville, having joined the City workforce on June 23, 1993, and worked his way up through the positions of Laborer, Driver, Driver/Foreman, Lead Foreman, and Superintendent, to his current role.
4. Due to Mr. Ware's track record of leadership in his interim role as Director of Sanitation and Environmental Services, and his positive job performance as a long-time City employee, there is no reason to delay removing the interim status from his position or to expand the search for additional applicants.
5. Mr. Ware shall be promoted to the Director of Sanitation and Environmental Services effective immediately.
6. Mr. Ware shall receive a salary of \$60,000.00 per year in that role effective September 20, 2017.
7. Nothing in this Order shall change the fact that Mr. Ware will serve as the Director of Sanitation and Environmental Services as an at-will employee of the City, and at the will and pleasure of the Starkville Board of Aldermen, just like all other City employees.



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: September 15, 2017
Page: 1

SUBJECT:

Consideration of approval of the 2018 Holiday Schedule for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

The schedule as presented below, includes the same holidays as current year to make a total of twelve (12) holidays. The proposed schedule is as presented:

2018 Holiday Schedule

New Year's Day	1st of January	Monday, January 1, 2018
Martin Luther King Jr.	3rd Monday in January	Monday, January 15, 2018
President's Day	3rd Monday in February	Monday, February 19, 2018
Good Friday	Friday before Easter	Friday, March 30, 2018
Memorial Day	Last Monday in May	Monday, May 28, 2018
Independence Day	4th of July	Wednesday, July 4, 2018
Labor Day	1st Monday in September	Monday, September 3, 2018
Veterans Day	2nd Monday in November	Monday, November 11, 2018
Thanksgiving Holidays	Thanksgiving Day and day after	Thurs & Fri, November 22 & 23, 2018
Christmas Holidays	Christmas Eve & Christmas Day	Monday, Dec 24 & Tuesday, Dec 25, 2018

REQUESTING DEPARTMENT:

Board of Aldermen

DIRECTOR'S AUTHORIZATION:

Board of Aldermen

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval of the 2018 Holiday Schedule for the City of Starkville as presented.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 15, 2017

PAGE: 1 of 4

SUBJECT: Consideration of Authorizing Advertising for RFPs for Consultant Services to apply for a TIGER grant that closes on October 16th, 2017.

AMOUNT & SOURCE OF FUNDING: Cost of advertising. RFP will only have a cost if the TIGER grant is approved.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The city has applied for a TIGER grant in the past and this grant opportunity is pursued with there to be no cost to the city unless and until the grant is approved and funded. The services of the consultant would come from approved grant funds.

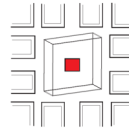
**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION CONTACT: Mayor Spruill or Buddy Sanders

SUGGESTED MOTION:

Move approval of advertising for RFPs for consultant services to apply for the upcoming TIGER grant.



FARMER | MORGAN, L.L.C.
700 CHURCH STREET, SUITE 101
NASHVILLE, TN 37203

PLANNING · DESIGN · CONSTRUCTION

September 11, 2017

Mr. Buddy Sanders
Community Development Director
City of Starkville
10 West Main Street
Starkville, Mississippi 39759

Re: Starkville, Mississippi FHWA TIGER Grant Application 2017 RFP Process

Dear Mr. Sanders:

SCOPE OF REQUEST:

Farmer | Morgan has evaluated a potential FHWA TIGER Grant application for the City of Starkville, Highway 182 Corridor. We recommend running the enclosed RFP advertisement to select consultant services for undertaking the grant application and if awarded the same firm would be preselected to undertake the Architecture & Engineering Services (A&E) and the Construction, Engineering and Inspection Services (CEI) for the project. If our firm were selected for the aforementioned we would intend to subconsultant the CEI to Saunders Ramsey with Neel-Schaffer.

Thank you for the consideration of Farmer | Morgan to provide our services to the City of Starkville. We encourage you to run the RFP advertisement in the regional paper immediately in order to be able to meet the complex and stringent TIGER Grant requirements that are due October 16, 2017.

Sincerely,

Benjamin Farmer, ASLA, AICP
Principal-Managing Partner
Farmer | Morgan
615-761-9002: O
334-444-2893: M
615-761-9008: F

INVITATION TO SUBMIT STATEMENTS OF QUALIFICATIONS

September 13, 2017

The City of Starkville is seeking statements of qualifications from professional consulting landscape architecture, architecture, engineering firms that have demonstrated ability **in preparing Transportation Investment Generating Economic Recovery (TIGER) Grant applications.** The City of Starkville has recently completed the MS Highway 182 Corridor Redevelopment Plan and is interested in seeking funding for Design Phase, R.O.W. Phase, Utility Relocation and Construction Phases if the grant is awarded.

The highly competitive TIGER or 2018 FHWA Equivalent grant program supports innovative projects, including multi-modal and multi-jurisdictional projects, which are difficult to fund through traditional federal programs. **The FHWA Grant 2017 application requires the development of a Benefit-Cost Analysis.**

The factors that will be considered in evaluation of proposals are:

- 1.Ability and relevant expertise of the firm's personnel to be used in performing the service
- 2.Demonstrated ability to formulate a Benefit-Cost Analysis
- 3.Past experience in writing TIGER specific and/or equivalent grant applications
- 4.Qualifications and availability of staff
- 5.Demonstrated ability to meet schedules without compromising quality

The Statement of Qualifications should be limited to no more than 15 pages and should include the following:

- 1) Introductory cover letter
- 2) Resumes of key personnel expected to be involved in the project
- 3) Past experience in writing and preparing TIGER Grant Applications

The consultant professional services that are being selected under this invitation are the following:

- 1) Funding Application Preparation(s)

And if the grant is awarded then the following professional services:

- 2) Design Phase Services
- 3) Right-of-Way Phase Services
- 4) Utility Relocation Phase Services
- 5) Construction Phase - Construction, Engineering and Inspection Services (CEI)

The City of Starkville hereby notifies all firms that disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and will not be discriminated against on the grounds of age, race, color, religion, national origin, sex or disability. No Disadvantaged Business Enterprise (DBE) goal has been set for this project. However, the use of DBE or minority/women owned firms is encouraged.

The City of Starkville is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service. **The City of Starkville's** telephone number is **662.323.2525. OR 662. 323.4583.**

Interested firms should submit (1) Statement of Qualifications to: The Honorable Lynn Spruill, Mayor of Starkville, 110 West Main Street, Starkville, MS 39759 by 3:00 pm CDT on September 27, 2017.



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

AGENDA ITEM DEPT.:
AGENDA DATE: 9/15/2017
PAGE: 1 of 2

SUBJECT: Consideration of adoption of a Resolution setting the Millage Rate for the City of Starkville Fiscal Year 2018 at 25.58 mills.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY: The City held a public hearing September 5, 2016 at 5:30 p.m. at the Starkville City Hall which was properly advertised and held in accordance with MCA § 27-39-203, Miss. Code Ann. (1972).

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of the Resolution setting the Millage Rate for the City of Starkville Fiscal Year 2018 at 25.58 mills.

**RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2018
FOR THE CITY OF STARKVILLE, MISSISSIPPI**

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

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

WHEREAS, the Board of Aldermen of the City of Starkville have determined and have so publicly noticed that the millage rate for the fiscal year 2018 will be set at the rate of 25.58 mills; and

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

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

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 25.58 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities, and making other improvements to develop and promote the growth of said Downtown Business District, pursuant to the authority of Senate Bill number 1601. 969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, This, the 15th Day of September 2017.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesa Hardin, City Clerk

CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

I, Lesa Hardin, clerk for the City of Starkville, MS hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, MS on the 15th day of September, 2017, in a recessed meeting held at 1:00 p.m. in the Municipal Court Room of Starkville City Hall.

City Clerk



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

AGENDA ITEM DEPT.: Board
AGENDA DATE: 09/15/2017
PAGE: 1 of 19

SUBJECT: Consideration of the summary budget for the City of Starkville including Starkville Utilities for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Board of Aldermen

AUTHORIZATION: Alderwoman Sandra Sistrunk

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of the summary budget for the City of Starkville including Starkville Utilities for the fiscal year beginning October 1, 2017 and ending September 30, 2018.



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

City of Starkville Water Department
FY 2018 Operating Budget

Description		2017 Budget	2018 Budget
<u>Revenues</u>			
360	Water Sales	\$ 3,794,400	\$ 3,800,000
361	Sewer Sales	2,325,600	2,500,000
362	Tap Fees - Water	30,000	30,000
372	Misc. Income	30,000	30,000
373	Sale of Materials	55,000	55,000
374	MSU Income -Wastewater Treatment	110,000	110,000
377	Wastewater Revenue - Disposal	25,000	25,000
254	Tower Lease	265,000	265,000
Total Revenue		\$ 6,635,000	\$ 6,815,000
<u>Expenses</u>			
	Reimb. City Adm. C/S	\$ 100,000	\$ 75,000
	Salaries	1,310,988	1,101,969
450	Overtime	131,099	91,812
460	Empr. Contribution - State Retirement	227,129	188,021
470	Empr. Contribution - Social Security	110,320	91,324
480	Empr. Contribution - Group Insurance	178,200	208,494
501	Office Supplies	3,000	15,000
525	Gas & Oil	65,000	75,000
535	Uniforms	25,000	25,000
555	Supplies & Small Tools	83,500	80,000
575	Chemicals	127,100	127,100
580	Fire Hydrant Supplies	68,000	68,000
585	Other Rep & Main Supplies	37,500	37,500
586	Tank & Well Maintenance	125,000	125,000
587	Street Maintenance Supplies	165,000	60,000
600	Contract Services	50,000	80,000
	Contract Services - Legal	10,000	10,000
	Meter Reading	94,000	125,000
	Contract Testing Services	12,000	12,000
	Water Quality Analysis	40,000	40,000
	Billing Services	173,000	200,000
604	Communications	25,000	35,000
610	Travel	10,000	10,000
	Training	20,000	20,000
620	Insurance	65,100	70,000
625	Utilities	789,500	975,000
630	Shop Repairs & Maintenance	100,000	100,000
	Equipment Repair & Maintenance	186,000	175,000
	Radio Maintenance/Expense	7,350	7,350
	Cost of Materials Sold - Water	-	-
	Capitalized Material & Supplies	929,381	340,000
	Construction Materials	-	156,000
****	Contract Labor - Water Construction	-	175,000
	CAP Loan Improvements	-	-
	Maintenance Materials - Sewer	-	3,800
	Construction Materials - Sewer	-	254,000
****	Contract Labor - Sewer Construction	-	250,000
	MSU Pump Oper & Maintenance	160,000	160,000
	Remote Pump Station Maintenance	50,000	50,000
635	Lease ICRR	1,000	1,000
690	Dues	3,000	3,000
691	Miscellaneous	20,000	20,000
	Debt Expense		838,725
Total Expenses		\$ 5,502,166	\$ 6,480,095
Total Revenue Over Expenses		\$ 1,132,834	\$ 334,905

**City of Starkville Electric Department
FY 2018 Operating Budget**

SED Account			
No.	Description	2017 Budget	2018 Budget
<u>Revenues</u>			
360	Electric Sales	\$ 40,000,000	\$ 41,650,000
361	Forfeited Customer Discount	200,000	200,000
362	Misc. Service Revenue	200,000	200,000
364	Interest Income	25,000	30,000
370	Rent from Electric Property	150,000	150,000
373	Water Sewer Reimbursement	400,000	400,000
375	Sanitation Reimbursement	80,000	80,000
Total Revenue		\$ 41,055,000	\$ 42,710,000
<u>Expenses</u>			
405	Reimb. City Adm. C/S	\$ 75,000	\$ 75,000
410	Salaries	1,457,596	1,559,020
450	Overtime	131,184	92,848
460	Empr. Contribution - State Retirement	250,233	260,169
470	Empr. Contribution - Social Security	121,542	126,368
480	Empr. Contribution - Group Insurance	189,000	201,360
501	Office Supplies	36,000	36,000
535	Uniforms	25,000	35,000
555	Safety Supplies	16,500	25,000
570	Auto Repair Parts & Supplies	180,000	180,000
585	Expensed Materials & Supplies	180,000	180,000
586	Substation Repairs & Supplies	20,000	20,000
600	Audit	20,000	20,000
602	Row Clearing	336,000	286,520
603	Meter Reading	172,500	125,000
604	Collection Fees	4,000	4,000
605	Telephone	70,000	55,000
606	Contract Services - SEDC	250,000	275,000
607	General Maintenance	15,000	15,000
609	Answering Service	9,000	9,000
612	Postage	5,000	5,000
615	Advertising	18,000	18,000
625	Insurance	135,000	165,000
630	Utilities	8,000	8,000
635	Building Maintenance	25,000	25,000
637	Transformer PCB Testing & Disposal	2,000	2,000
665	Power Supply Expense	32,400,000	33,696,000
682	Taxes in Lieu	1,280,000	1,280,000
690	Training Travel Fees	60,000	60,000
692	Dues	65,000	65,000
715	Capitalized Material & Supplies	2,615,534	2,818,680
900	Rent	10,800	10,800
903	Debt Expense	740,000	780,000
904	Contract Services	100,000	100,000
Total Expenses		\$ 41,022,888	\$ 42,613,765
Total Revenue Over Expenses		\$ 32,112	\$ 96,235



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 19, 2017
Page: 1

SUBJECT:

Consideration of the proposal for Employee Medical and Dental Benefit Plans for October 1, 2017 through September 30, 2018.

AMOUNT & SOURCE OF FUNDING:

Employee only coverage will be paid for by the City.

AUTHORIZATION HISTORY:

The City has a long history of providing quality medical insurance plans to its employees and dependents, and for many years has allowed employees to remain on the plan following retirement. The City of Starkville, just like all other public and private organizations across the United States, struggles to find the balance between premium affordability and meaningful plan details all the while navigating an everchanging market and regulatory environment.

The City was fortunate in the few years prior to FY 2016-2017 to experience limited increases; however, over the last year the City has experienced unusually high claims.

On August 11, 2017 Regions Insurance, Inc., presented a proposal to the Board of Alderman for renewal of our Employee Medical and Dental Benefit plans. Regions presented figures for Blue Cross Blue Shield, which carry a higher deductible and included a premium increase of 14.4 percent for fiscal year October 1, 2017 through September 30, 2018.

It is necessary for these plans to be approved, so we can move forward with Open Enrollment.

Open enrollment is tentatively scheduled for September 18-26, 2017.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Navarrete Ashford, Human Resources Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval of the 2017-2018 proposal for Employee Medical and Dental Benefit Plans with Regions Insurance, Inc. for October 1, 2017 through September 30, 2018.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE OKTIBBEHA COUNTY
HUMANE SOCIETY, INC. FOR THE MANAGEMENT AND OPERATION OF THE CITY
OF STARKVILLE ANIMAL SHELTER

THIS AGREEMENT is made and entered into this date, by and between the City of
Starkville, Mississippi ("City") and the Oktibbeha County Humane Society, Inc., ("Humane
Society");

WITNESSETH

WHEREAS, the City has the authority to prevent or regulate the running at large of
animals of all kinds, to maintain an animal shelter, and to appoint and confirm custodians
thereof, and to establish and enforce rules governing the same under Mississippi Code
Annotated § 21-19-9; and

WHEREAS, the City has adopted an ordinance regarding animal control in its Code
of Ordinances; and

WHEREAS, the City and the Humane Society are jointly interested in the prevention of cruelty to animals, the regulation and control of animals within the City, and other related purposes; and

WHEREAS, the City desires to contract with the Humane Society to operate the City of Starkville Animal Shelter and to perform all duties incident thereto;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1) As compensation for operating the City of Starkville Animal Shelter, the City shall pay to the Humane Society the sum of One Hundred and Six Thousand Dollars (\$106,000.00) per year to be paid in four installments of one-fourth of the annual amount on or before the 10th day of each quarter beginning October 10, 2017. During each year of this contract, the quarterly installment payment dates will be on or before October 10, January 10, April 10, and July 10 of each contractual year.

Any compensation increases or adjustments available to and payable by the City to

the Humane Society shall be addressed annually as a function of the City's budget process. The base amount provided to the Humane Society shall be increased or decreased only after formal board review and action.

2) The Humane Society agrees to manage and operate the City owned Animal Shelter as an independent contractor and to provide adequate personnel to manage and operate the animal shelter facility for the City, performing all necessary operational and administrative functions.

3) It is the intent and purpose of the parties that the Humane Society serves as an independent contractor in its operation of the City of Starkville Animal Shelter. The City shall not direct the management or operation of the City of Starkville Animal Shelter. The manner and method of performance of the City of Starkville Animal Shelter lies within the discretion of the Humane Society. The City has no right of control over the day-to-day operations of the Humane Society in its management and operation of the City of Starkville Animal Shelter. This Agreement, however, does not abrogate any of the powers given to

the City by law to adopt or enforce ordinances or otherwise to exercise its police powers in relation to animals.

- 4) This Agreement shall be for a term of four (4) years beginning October 1, 2017 and ending September 30, 2021

- 5) The City will retain and perform all law enforcement functions pertaining to animal control and provide for communication for animal control.

- 6) The Humane Society agrees to comply with directions of the City as to the fixing of fees and charges to the public in connection with the use of the shelter and to comply with policies and regulations adopted by the City for the use of the shelter. Any such charges, policies, or regulations proposed by the Humane Society for use of the Animal Shelter shall be submitted to the City for its approval prior to their effective date. However, nothing in this paragraph should be construed to waive the independent contractor status of the Humane Society, and the parties agree that such status has not been waived.

7) The City shall consider for adoption such laws, ordinances, and regulations as the Humane Society may recommend to facilitate its administrative functions under this Agreement.

8) The Humane Society agrees to receive stray animals as brought to the shelter and to enforce all State laws, including rabies laws, with respect to these animals.

9) The Humane Society agrees to operate the animal shelter and do all things necessary and proper in the operation of said shelter. The Humane Society agrees to operate the animal shelter in compliance with all State and Federal laws in regards to the operation of said shelter and the Humane Society shall indemnify and save the City and its officers, employees, and agents, harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising out of or from any injury to any person on the property, the Humane Society's operation of the animal shelter or its failure to comply with State or Federal law with regards to the operation of the animal shelter.

10) The Humane Society agrees to have a Shelter Manager available at the

shelter that will ensure that all dogs are vaccinated for communicable diseases before adoption.

11) The Humane Society agrees to have the books and records of the Humane Society available for inspection at any time during the term of this Agreement. The Humane Society agrees to maintain liability insurance in the amount of \$1,000,000.00, at a minimum, for the duration of this contract and to provide proof of same to the City. Such insurance shall name the City as an additional insured, and waive subrogation rights against the City.

12) The City may permit the Humane Society to collect all fees authorized by ordinance for impounding or feeding animals in conjunction with its operation of the shelter.

13) Nothing in this Agreement shall effect the City's rights or duties to investigate and take appropriate action on all complaints regarding animals from any person within the City of Starkville, including the investigation of all complaints pertaining to dog pens and other animal enclosures; investigate any and all cruelty cases pertaining to

animals, and institute necessary proceedings for the prevention thereof when required; investigate occurrences of animal bites and enforce the provisions of the ordinances of the City and the laws of the State of Mississippi in regard to the confinement of such animals for observation; pick up stray dogs and dogs not wearing current rabies tags and city licenses, as required by City ordinance; and remove from the City streets and public places the bodies of dead animals and dispose of the same.

14) The Humane Society and the City of Starkville agree that the amendment to the contract that was approved by the Board of Aldermen at the Recess board meeting of May 15, 2007, is incorporated by reference into this Agreement as if fully set forth herein.

15) Either party may terminate this Agreement by giving written notice to the other party sixty days prior to the effective date of termination.

16) All dealings, contracts, etc. between the Humane Society and the City shall be directed by the Humane Society to the Mayor or his designee.

17) This Agreement is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to this subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

WITNESS THE SIGNATURES of the parties hereto on this the _____day of _____, 2017.

THE OKTIBBEHA COUNTY
HUMANE SOCIETY

Attest:

By: _____
RICK WELCH, President

CITY OF STARKVILLE

Attest:

By: _____

D. LYNN SPRUILL, Mayor

LESA HARDIN, CITY CLERK

City of Starkville, Mississippi

City of Starkville, Mississippi

(S E A L)



Starkville's Animal Control Ordinance



The City of Starkville has an Animal Control Ordinance that requires all dogs within the city limits to be registered with the Oktibbeha County Humane Society. Along with the registration requirement, other regulations were set into place. Below you will find some of the information regarding these regulations. For a complete list of all of the regulations within the Ordinance please visit www.cityofstarkville.org. Click on 'City Government' then 'City Ordinances', then Chapter 18. The information is in Chapter 18, Article I I, Division 1 of the code.

THINGS YOU SHOULD KNOW:

- "Animals" refers to all domesticated and/or feral animals including cats, dogs, ferrets, pigs, etc.
- Pet owners must ensure that all animals are kept under restraint. When off the owner's property, the animal must be on a leash or other lead no longer than six feet.
- Animals in open-air vehicles must be restrained so that they are unable to fall, jump, or be thrown from the vehicle.
- All dogs and cats must be vaccinated for rabies.
- Animal owners may be cited and penalized for harboring nuisance animals – this includes animals that disturb any person or neighborhood by loud and persistent habitual barking, howling, yelping or other loud sounds.
- Animals may not be allowed to defecate on property other than that of the owner – owners are responsible for cleanup of feces.
- Animals are not allowed in city owned or maintained cemeteries, excluding service animals.

PET OWNER'S RESPONSIBILITIES:

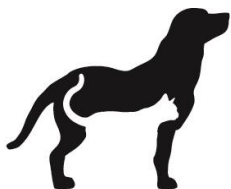
- Sanitary and clean living conditions that are free from foul odors and prevent the presence or breeding of pests such as flies and mosquitoes.
- Adequate shelter and protection from the elements, including harsh sunlight and extreme heat and cold, hurricanes, tropical storms, and tornados.
- Adequate exercise room, light and ventilation.
- Adequate space for all animals in the enclosure.
- Chaining or tethering that is 10 feet or longer and not to exceed 3 hours in a 24 hr period (exceptions allowable).
- Diet that is adequate in quantity and nutrition.
- Constant free access to clean drinking water.

REGISTRATION OF DOGS:

- ALL DOGS KEPT IN THE CITY MUST BE REGISTERED ANNUALLY.
- Registration fee is \$10 per dog – with proof of spay or neuter the registration fee is \$5. (mail-in registrations add \$1 for postage and handling. See application on the web under "About Us")
- Registration may be administered by the Oktibbeha County Humane Society at the animal shelter located at 510 Industrial Park Road. The animal shelter is open Tuesday-Saturday, 11am-5:30 pm. Closed Sunday and Monday.
- Owners should bring the following information when registering a dog:
 - Proof of current rabies vaccination.
 - Veterinary certification of spay or neuter required for discounted registration fee.
 - Proof of sterilization will be kept in the dog's registration records, so be sure to make and keep a copy for your own records.
 - A detailed description of the dog including identifying marks, microchip brand and number, tattoo description and location, weight, etc.
 - You **DO NOT** need to bring the dog.

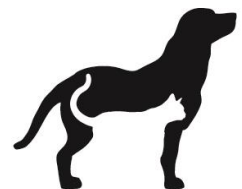
DANGEROUS ANIMALS:

- Any animals, other than domestic dogs and cats, that are carnivorous or poisonous or capable of inflicting serious harm or death to humans are defined as being dangerous.
- For more information on the definition, declaration of dangerous animals, and restrictions please contact the Animal Control Officer on their cell (662) 769-2728 or dispatcher (662) 323-4134 or non-emergency "311".



OKTIBBEHA COUNTY
HUMANE SOCIETY

Oktibbeha County Humane Society
(662) 338-9093
P.O. Box 297
Starkville, MS 39760
www.ochsms.org – shelter@ochsms.org



OKTIBBEHA COUNTY
HUMANE SOCIETY



AGENDA ITEM DEPT.: Board

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

AGENDA DATE: September 15, 2017

PAGE: 1 of 1

SUBJECT: Discussion and Consideration of advertising for bids to maintain landscaped areas in the City of Starkville

AMOUNT & SOURCE OF FUNDING: TBD: Sanitation and Environmental Services

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This will allow us to determine the cost of maintaining the landscaped areas in various location around the city

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Walker

FOR MORE INFORMATION CONTACT: Alderman Walker or Mayor Spruill

SUGGESTED MOTION:

Move approval of authorizing advertising for the maintenance of landscaped areas around the City of Starkville.



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 15, 2017
PAGE: Page

SUBJECT:

Discussion and Consideration of travel and for Emily Corban to attend the Alabama and Mississippi American Planning Association Conference in Birmingham, AL for training.

October 4 – 6, 2016

AMOUNT & SOURCE OF FUNDING

Registration: \$250.00
Meals: \$ 64.00
Miles \$ 49.30
Hotel: \$ 0.00

Total: \$363.30

Funding Lines: 001-190-610-350

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of travel and training for Emily Corban to attend the Alabama – Mississippi Alabama American Planning Association Conference in Birmingham, AL with cost not to exceed \$363.30.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME: Emily Corban
DATE: 10-4-17- 10-6-17
DEPARTMENT: Community Development
FUND:
PURPOSE OF TRIP: Mississippi-Alabama American Planning Association Conference

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$64.00
TRAVEL (POV): \$49.30
TRAVEL (COV): \$
HOTEL: \$
Registration Fee: \$250.00
TOTAL \$363.30

EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
October 4	6	12	23		\$ 41
October 5			23		\$ 23
October 6					\$
					\$
TOTAL:	\$ 6	\$ 24	\$ 46	\$	\$ 64

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
October 4	Starkville	Birmingham	145	.17	\$ 24.65
October 6	Birmingham	Starkville	145	.17	\$ 24.65
TOTAL:					\$ 49.30

Alabama and Mississippi APA Annual Conference

**DoubleTree by Hilton
Birmingham, Alabama
October 4-6**

This years conference is sponsored in part by the following partners:



Sessions

The following sessions have been confirmed for the conference, but are pending a time in the finalized agenda:

- Ethics Case of the Year (Ethics)
- Partnering on the Environment: Communities and the Freshwater Land Trust
- Distracted Driving and the Community - Traffic Safety Simulator (25 participant max)
- A Case for Regional Cooperation in Metro Birmingham
- The Latest from Main Street – Advancing Good Planning and Design in AL and MS
- Gentrification in Birmingham – Discussing the Angles
- City of Brandon, MS – A Case Study
- The Next Step: Implementing Birmingham’s Comprehensive Plan
- Auburn University Presents: The Planning – Real Estate Connection
- Regulating for Short-Term Rentals (Law)

Mobile Workshops

Each of the following workshops will be scheduled to run twice over the course of the conference.

- New Life for Historic Assets (Pizitz, Lyric, Elyton Hotel) - Zyp Bike Tour **(20 participant max on each tour)**
 - Avondale and Lakeview Reborn – Bus Tour
 - A New Beginning - Railroad Park, Regions Stadium, and the Rotary Trail – Walking Tour
-

Tentative Schedule

Wednesday, October 4

12:00	Registration Opens
12:00 to 1:00	Lunch – On Your Own
1:00 to 3:00	AICP Exam Preparations
1:00 to 2:30	Ethics Case of the Year (Room 2) 1.5 CM Ethics
2:40 to 4:10	Mobile Workshop 1.5 CM
3:10 to 4:10	Municipal Planning –What to Expect – Young Professionals/Students Track
4:30 to 5:30	Concurrent Sessions 1 CM
4:30 to 6:00	Mobile Workshop 1.5 CM
6:30 to 8:00	Social - Southside Pub Stroll (75 participant max)

Thursday, October 5

7:30 Registration Continues – Continental Breakfast

8:00 to 9:00 Concurrent Sessions **1 CM**

9:00 to 10:30 Mobile Workshop **1.5 CM**

9:10 to 10:10 Concurrent Sessions **1 CM**

10:30 to 11:30 Concurrent Sessions **1 CM**

11:30 to 1:30 Awards Luncheon (Room 3) - Welcome address by Mayor; Awards Ceremony **2 CM**

1:30 to 2:30 Concurrent Sessions **1 CM**

1:30 to 3:00 Mobile Workshop **1.5 CM**

2:40 to 3:40 Concurrent Sessions **1 CM**

4:00 to 5:00 Concurrent Sessions **1 CM**

4:00 to 5:30 Mobile Workshop **1.5 CM**

6:00 to 8:00 Reception: Good People Brewing Company

Friday, October 6

7:30 Continental Breakfast

8:00 to 9:00 Concurrent Sessions **1 CM**

9:00 to 10:30 Mobile Workshop **1.5 CM**

9:15 to 10:15 Concurrent Sessions **1 CM**

10:30 to 12:00 Law Session (Room 1) **1.5 CM Law**

10:30 to 11:30 Planning Commission Training

12:00 to 1:00 Alabama Business Meeting (Room 1) **1 CM**; Mississippi Business Meeting (Room 2) **1 CM**

Conference adjourns



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 15, 2017
PAGE: Page

SUBJECT:

Discussion and Consideration of travel and for Daniel Havelin to attend the Urban Forestry and Green Infrastructure Educational Summit in Jackson for training.

October 4 – 5, 2016

AMOUNT & SOURCE OF FUNDING

Registration: \$115.00
Meals: \$ 58.00
Hotel: \$ 0.00

Total: \$214.14

Funding Lines: 001-190-610-350

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of travel and training for Daniel Havelin to attend the Urban Forestry and Green Infrastructure Educational Summit in Jackson, MS with cost not to exceed \$250.00.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME: Daniel Havelin
DATE: 10-4-17 and 10-5-17
DEPARTMENT: Community Development
FUND:
PURPOSE OF TRIP: Urban Forestry and Green Infrastructure Educational Summit

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$ 58.00
TRAVEL (POV): \$ 41.14
TRAVEL (COV): \$
HOTEL: \$
Registration Fee: \$ 115.00
TOTAL \$ 214.41



EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
October 4	6		23		\$ 29
October 5	6		23		\$ 29
					\$
					\$
TOTAL:	\$	\$	\$	\$	\$ 58

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
October 4	Starkville	Jackson	121	.17	\$ 20.57
October 5	Starkville	Jackson	121	.17	\$ 20.57
TOTAL:					\$ \$41.14



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SOFTWARE DEVELOPMENT



Donna V. Yowell, Executive Director

Mississippi Urban Forest Council

164 Trace Cove Drive

Madison, Mississippi 39110

Phone: (601) 672-0755

Email: dyowell@msurbanforest.com



join & membership

tree care

MS Urban Forest Council

2017 conference: all things green: sustainability & urban forest

2017 All Things Green: Sustainable Community, Home, Business and Urban Farm

The 30th Urban Forestry and Green Infrastructure Conference & Awards

Register Now!

All Things Sustainable: For Greener Community, Home, Business and Urban Farm

30th Urban forestry and green infrastructure conference and awards

October 4 & 5, 2017

MS Agriculture Museum, Jackson, MS



Full Agenda and Registration ([click here](#))

Showcasing the latest in green issues and projects that can improve your community, neighborhood, home or business property: green infrastructure, urban forestry, Mayor's green plans, resources, agriculture in town, revitalization, economic development, beautification, pollinators, waste water, storm preparedness, trees that bloom, fruit and pollinate, workplace safety, surface and waste water management, soil fertility and chemicals, green income boosters, greening communities-the challenges and solutions plus more.

Full agenda and registration available at Mississippi Urban Forest Council web site, (www.msurbanforest.com), FB page or request information from Donna Yowell at dyowell@aol.com or text/call (601) 672-0755. Scholarships are available on a limited basis for elected officials. Exhibitors and sponsors invited. Continuing education hours for elected officials, arborists, parks and recreational, engineers, landscape architects, public works, food farmers, Master Gardeners, foresters and other professionals.

Would you like to highlight the green projects and initiatives in your community? This 30th awards program recognizes a variety of recipients for their outstanding work in greening communities statewide. We will recognize cities, arboretums, model projects, green mayors, developers, school or civic groups, individuals, Tree City USA, and others that have made a significant impact on places we live, work, and play. Nominate a candidate today and share the success of your community. Nomination forms can be obtained from Donna Yowell at dyowell@aol.com or on the www.msurbanforest.com web site.

[home](#) [about mufc](#) [programs](#) [events](#) [resources](#)

The Mississippi Urban Forest Council | Donna Yowell – Executive Director, Mississippi Urban Forest Council
164 Trace Cove Drive, Madison, Mississippi 39110 | Phone: (601) 672-0755
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 15, 2017
PAGE: Page

SUBJECT:

Discussion and Consideration of travel and for Jeff Lyles to attend the Mississippi Association of Code Enforcement Educational Conference in Robinsonville for training.

October 11 – 13, 2016

AMOUNT & SOURCE OF FUNDING

Registration: \$ 75.00
Meals: \$103.00
Hotel: \$136.00

Total: \$314.00

Funding Lines: 001-190-690-553

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of travel and training for Jeff Lyles to attend the Mississippi Association of Code Enforcement Educational Conference in Robinsonville, MS with cost not to exceed \$350.00.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME: Jeffery B. Lyles
DATE: 8-23-2017
DEPARTMENT: Community Development
FUND:
PURPOSE OF TRIP: Education

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$ 103
TRAVEL (POV): \$
TRAVEL (COV): \$
HOTEL: \$ 136
Registration Fee \$75
TOTAL \$ 314.00



EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
10-11-2017	0	12	23	6	\$ 41
10-12-2017	15	0	0	6	\$ 21
10-13-2017	6	12	23	0	\$ 41
					\$
TOTAL:	\$ 21	\$ 24	\$ 46	\$	\$ 103

MILEAGE TRAVELED

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



MACE Educational Conference

Gold Strike Casino Resort

1010 Casino Center Drive

Robinsonville, Ms. 38664

October 11-13



REGISTRATION FORM (deadline October 2)

Personal Details – please print.

Name:	JEFFERY B. LYLES
Jurisdiction:	CITY OF STARKVILLE
Telephone:	662-323-2525 EXT 3137
Email:	JBYLES@CITY OF STARKVILLE.ORG

Conference Registration Fees



\$75

Includes lunch and dinner on Thursday

Payment Method –



Check enclosed

Made payable to MACE

Please send registration by mail to:

Registration Deadline **October 2**

MS Assn of Code Enforcement
P.O. Box 669
Corinth, Ms. 38835

Information: Kim M. Ratliff (662-287-6718)
Email: kratliff@bellsouth.net

Registration Cancellation Policy –Registration fees will not be refunded.

Signature: _____

Date: _____

9-5-17

MACE Membership,

We have made arrangements with Gold Strike Casino in Tunica, Ms. for our fall conference. The conference will begin on Wednesday October 11th and conclude on Friday October 13th. Please plan to arrive and check in by 12:00 Wednesday as our conference will begin promptly at 1:00.

***For those wishing to check in Tuesday the 10th let us know that we might confirm that number to the hotel and therefore get the discounted room rate for Tuesday night**

Please note that we have discussed making our conference offerings as robust as possible. To accommodate locations such as has been selected for this conference in the future we are increasing the registration fee from \$50.00 to \$75.00. The room rate will be \$68.00 dollars per night.

Lunch and dinner will be provided as part of your registration Thursday. Lunch and Dinner will be on your own Wednesday as our conference will start after lunch on Wednesday and convene at lunch on Friday. A tentative agenda will be forwarded in the coming days.

***To be discussed in business session: proposal of one conference per year at premium locations and accommodations and/or an additional training day.**

We look forward to seeing each of you at the Gold Strike in October.

Best regards,

Kim M. Ratliff, Treasurer
Community Development and Planning
City of Corinth
Office: 662-287-2401
Wireless: 662-287-6718



Date: 08/24/17

Dear: Mr. Jeff Lyles
1921 Henry Dr
Starkville, MS 39759

Thank you for choosing Gold Strike Casino Resort as your resort destination. We look forward to hosting the MS Assn Code Enforcement Officers Group. We are pleased to confirm the following room reservation:

Name: Jeff Lyles
Confirmation No 772823459
Arrival: 10/11/17
Departure: 10/13/17

By booking this reservation, you agree to the terms and conditions. If you do not agree to these terms and conditions, please contact Customer Care at 888-245-7829.

Check in time is 4:00 pm and check out time is 11:00 am.

Guest's room balance plus a \$40 per stay authorization on a valid credit card is required to register and to access incidental charging privileges. Guests using a debit card in lieu of a credit card acknowledge unused funds are released upon check-out yet may take 5-7 business days to become available through their financial institution.

A daily resort fee is only applicable for non-complimentary rooms. The daily resort fee will include the following hotel services: wireless internet access; daily newspaper; complimentary coffee in room; access to pool and spa areas; and outgoing faxes - limit 5 pages.

If your plans change and you need to cancel your reservation, please contact us at least 72 hours prior to your arrival date. Reservations cancelled within 72 hours will incur the below penalties based on the first night room rate. Also if an offer was applied to the reservation, the offer will be forfeited.

***If the first night is a pay rate, the advance deposit will be forfeited.**

***If the first night is complimentary, there is a \$50 cancellation fee charged to the credit card provided at the time of booking.**

Every effort will be made to accommodate your requests for specific room type and location however, we are unable to guarantee any requests as rooms are not assigned until check in. Additional fees may apply depending on the specific requests.

There is an additional charge of \$10 per occupant per night above 2 occupants per room. Guests must be 21 years of age and present valid photo identification in order to check into the resort.

Regardless of billing or master account arrangements, you are liable for any and all charges posted to your room(s). You are further liable for all damages to the room(s) caused by you or your guests/invitees during your stay. Should you require a smoking optional floor, please inform the front desk. Should you choose to stay on a non-smoking floor and there is evidence of smoking in your room, you will incur a minimum deep cleaning fee of \$250 charged to your account. You authorize us to place a hold against your credit or debit card to guarantee any and all charges and, in the event that you do not settle your account subsequent to your departure, you hereby authorize us to charge your credit or debit card or apply funds you have on deposit with us against what you owe. Should your plans require you to extend your departure date, please check with Customer Care on room availability but note that your rate is subject to change. Please notify Customer Care immediately if there are any errors to name, rate or length of stay.

GOLD STRIKE.

AN MGM RESORT

You agree that any guests in your room are authorized by you to charge to the room from anywhere in the Resort unless you advise the Front Desk otherwise. All guests must be at least 21 years old to purchase and consume alcoholic beverages. Reminder: Per Mississippi law, you must be 21 years or older to gamble. Please advise your underage guests of this law.

Telephone calls made from hotel phones (including in guest rooms, lobbies, hallways or elevators) to hotel operators or other hotel staff (such as front desk, concierge, room service, etc.) may be monitored or recorded by hotel management for purposes of quality assurance, training, security or mutual protection.

By providing your e-mail address, you consent to receiving promotional e-mails from Gold Strike and its related and/or affiliated resort properties. For information on MGM Resorts' privacy policy, please visit mgmresorts.com or M life Desk.

Sincerely,

Gold Strike Casino Resort



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

AGENDA ITEM DEPT.: Municipal Court
AGENDA DATE: September 15, 2017
PAGE: 1 of 7

SUBJECT: Request permission to allow Court Administrator Tony Rook to attend mandatory continuing education training in Jackson, MS from October 26, 2017 through October 27, 2017 as required by the Mississippi Judicial College and Administrative Office of Courts. All expenses and travel will be funded by the Mississippi Court Administrators Association.

AMOUNT & SOURCE OF FUNDING: Court Administrators Association

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Municipal Court

**DIRECTOR'S
AUTHORIZATION:** Tony Rook

FOR MORE INFORMATION CONTACT: Tony Rook 418-9292; trook@cityofstarkville.org

SUGGESTED MOTION:

Move approval to allow Court Administrator Tony Rook to attend mandatory continuing education training in Jackson, MS from October 26, 2017 through October 27, 2017 as required by the Mississippi Judicial College and Administrative Office of Courts.

Mississippi Judicial College

announces registration for the

**2017 MISSISSIPPI
COURT ADMINISTRATORS
FALL CONFERENCE**



Jackson Marriott

Jackson, MS

October 26-27, 2017

Mississippi Court Administrators:

The Mississippi Judicial College takes great pleasure in inviting each of you to the Mississippi Court Administrators Fall Conference to be held on October 26-27, 2017, at the Jackson Marriott. As part of our service to the people of Mississippi, MJC provides continuing education to judges and other court officials in our judicial system. We are pleased to have the opportunity to work with you on this and other continuing education endeavors.

Hopefully, you will find the conference rewarding as well as educationally stimulating and beneficial to your needs. MJC trusts that your visit to the Jackson Marriott will be both an educational and enjoyable one.

If you have any questions about the information contained in this electronically transmitted brochure, please feel free to contact Linda Beasley, Program Manager or Krista Poynor, Program Coordinator. The contact information is listed on the registration page of this brochure.

✓ **MARK YOUR 2018 CALENDARS**

April 18-20, 2018 Court Administrators Spring Conference
IP Casino Resort - Biloxi, MS

October 25-26, 2018 Court Administrators Fall Conference
Jackson Marriott, Jackson, MS

FALL CONFERENCE INFORMATION

Conference Registration

Please complete the registration form in this brochure, and then email, fax, or mail to MJC on or before *Monday, October 2, 2017*. For your convenience, you may also register for the conference using the Registration Form that is accessible on the MJC website.

Hotel Reservations

The Jackson Marriott will serve as our host hotel for this conference. To make your overnight reservations, please follow the instructions on the "Making Your Reservation" page of this brochure. Reservations must be made directly with the Jackson Marriott. **Your room must be guaranteed with a credit card to confirm your reservation.**

Hotel Parking

For conference attendees, MJC has arranged for complimentary self-parking in the Jackson Marriott Parking Garage. MJC cannot reimburse for parking expenses.

Judicial Education

The Fall Conference will provide 6 hours of continuing education credit. The conference agenda will be posted to MJC's website (mjc.olemiss.edu) at a later date.

Travel & Meal Reimbursement

A travel allowance of .535 cents per mile will be paid to court administrators who drive their own vehicle to Jackson. A reimbursement form for meals and mileage will be provided by MJC in the conference notebook that you will receive at registration. A complimentary continental breakfast will be served on the Friday morning of the conference in Windsor I.

MJC Reimbursement Policy

100% attendance of education class time is required of all MJC constituent groups who are eligible for reimbursement. This includes mileage, meals, and lodging.

MAKING YOUR RESERVATIONS



Reservations for the conference can be made by calling 1-800-256-9194. Inform the reservations clerk that you will be attending the Mississippi Court Administrators Fall Conference sponsored by the Mississippi Judicial College. The conference group code is: **CDC**. The single or double room rate for the conference is \$89.00.

The deadline for making reservations with the Jackson Marriott in the MJC room block is on or before Sunday October 15, 2017.

The Jackson Marriott has reserved a limited block of rooms for the night of Thursday, October 26th. Any reservations made after October 15, 2017, are subject to availability and the regular hotel rates.

The Jackson Marriott has been instructed to direct bill the room rate for all eligible court administrators for the night of Thursday, October 26th. However, reservations must be made directly with the Jackson Marriott and must be guaranteed by a major credit card when you contact the hotel. Please be sure to write down the confirmation number that is given to you by the hotel reservationist. Should cancellation of individual reservations become necessary, the Jackson Marriott requires 72 hours notice prior to the scheduled check-in time.

***For driving instructions to the
Jackson Marriott, visit their web site at
<http://www.marriott.com/hotels/travel/janmc-jackson-marriott/>***



REGISTRATION FORM

Mississippi Court Administrators Fall Conference
Jackson Marriott ~ October 26-27, 2017

To register for the conference, please complete the following and return to MJC on or before **October 2, 2017** to:

Krista Poynor

Mississippi Judicial College

P.O. Box 1848

University, MS 38677

Telephone: 662-915-5955

Fax: 662-915-7845

E-mail: mjcregistration@olemiss.edu

Name (Please Print)

Type of Court Administrator

Office Mailing Address

City

State

Zip

County

Office Telephone

Office Fax

E-Mail Address

The Jackson Marriott will serve as the host hotel for the conference. Please mark below whether you intend to make overnight reservations. You will need to contact the Marriott directly and follow the instructions on "Making Your Reservation" page of the brochure.

YES, I will contact the Jackson Marriott and reserve overnight accommodations for the fall conference by the deadline of **October 15, 2017**.

I am attending, but will not be making reservations at the Marriott for this conference.

I acknowledge that MJC requires **100% attendance** to be eligible for reimbursement of mileage, meals and lodging.

MISSISSIPPI JUDICIAL COLLEGE STAFF

Randy Pierce, Director
rgpierce@olemiss.edu

Linda Beasley, Program Manager
lwleb@olemiss.edu

Krista Poynor, Program Coordinator
kbpoynor@olemiss.edu

Mississippi Judicial College
P.O. Box 1848
University, MS 38677

662-915-5955 (Phone)
662-915-7845 (Fax)

Please visit and bookmark our website.
mjc.olemiss.edu





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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 09.15.17
PAGE: 1

SUBJECT: Approval to utilize the remainder of Ward 7 discretionary funds to overlay portions of South Lafayette Street using the 2017 Street Improvement contract prices

AMOUNT & SOURCE OF FUNDING

\$10,700 001-600-948-877 Ward 7 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 overlay as much of South Lafayette street between Gillespie Street and the Railroad track as budget will allow.

These funds are the remaining funds out of the Ward 7 discretionary account.

SUGGESTED MOTION: Move for approval to utilize the remainder of Ward 7 discretionary funds to overlay portions of South Lafayette Street using the 2017 Street Improvement contract prices



STARKVILLE COVERSHEET
BOARD ACTION **PAGE: 1**

AGENDA ITEM DEPT.: Fire **CITY OF**
AGENDA DATE: September 19, 2017 **RECOMMENDATION FOR**

SUBJECT: Request permission for Stein McMullen and Mark McCurdy to attend the Mississippi Fire Investigators 2017 Fall Seminar from October 25-27 in Vicksburg, MS, with advanced travel not to exceed \$800.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

REQUESTING
AUTHORIZATION: Chief Charles Yarbrough

DIRECTOR'S DEPARTMENT: **Fire**

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-769-3048

SUGGESTED MOTION: Approval of Stein McMullen and Mark McCurdy to attend the Mississippi Fire Investigators 2017 Fall Seminar from October 25-27 in Vicksburg, MS, with advanced travel not to exceed \$800.00.

MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION
2017 FALL SEMINAR
Riverwalk Casino, Vicksburg, MS

REGISTRATION MUST BE MADE BEFORE
OCTOBER 10, 2017

M.F.I.A. Member - \$175.00
Non M.F.I.A. Members - \$225.00

NAME _____

AGENCY _____

PHONE # _____

E-MAIL _____

ABOVE INFORMATION IS REQUIRED

BY U.S.MAIL PLEASE SEND REGISTRATION TO:

M.F.I.A./LISA JONES
711 CAMP DANTZLER ROAD
HATTIESBURG, MS 39401

OR

YOU MAY REGISTER BY EMAIL WITH YOUR
NAME, AGENCY & PHONE # TO:

msfireinvassoc@gmail.com

OR

ON LINE THRU PAYPAL USING A CREDIT CARD
AT: www.msfireinvestigators.com

Make Hotel reservations directly with MS Riverwalk
Casino Hotel at (601)634-0100

Room Rate - \$69.00 per night Cut-off date for this special
room rate is September 22nd. Make sure to mention that
you will be here with the MFIA to get this special rate.

If you have special payment arrangements please contact
the hotel PRIOR to making reservations.

Visit our website: www.msfireinvestigators.com

You can find the Membership Application here which you
can print out, fill out and mail to M.F.I.A., 711 Camp
Dantzler Road, Hattiesburg, MS 39401. You can also
renew your membership here and you can preregister thru
PayPal using a credit card here.

Walk in registrations are welcome but pre registration is
preferred. It is important for the association to be able to
have an accurate count of attendees prior to the seminar.

*PAYING THE \$225.00 **DOES NOT** MAKE YOU A
MEMBER OF THE ASSOCIATION. PLEASE SUBMIT
A MEMBERSHIP APPLICATION FOR YOUR
MEMBERSHIP TO BE CONSIDERED FOR APPROVAL
BY THE BOARD OF DIRECTORS.

All active members in both MFIA and IAAI please consider
serving on a board position as there will be several openings for
the 2018 term.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-05-17
PAGE: 1

SUBJECT: Request permission to purchase 30 SCBA's (with facepiece, cylinder, and spare cylinder) to replace old, obsolete SCBA's in the amount of \$213, 998.58. The SFD would use funds from the FEMA Firefighter Assistant Grant to purchase this equipment at State Contract #8200027809.

AMOUNT & SOURCE OF FUNDING : FEMA Firefighter Assistant Grant

Federal share is \$192,598.72 (90%) and Applicant share (City) is \$21,399.85 (10% match)

AUTHORIZATION HISTORY: June 6, 2017 the Board of Aldermen voted to accept the FEMA Grant if awarded. Starkville Fire Department requested FEMA funds to replace old, obsolete breathing apparatus so that all riding positions will be equipped with SCBAs, improving firefighter safety. This will bring SFD into compliance with NFPA 1981-2013 Standard on Open-Circuit Self Contained Breathing Apparatus for Emergency Services.

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

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

SUGGESTED MOTION: Move approval to allow SFD to purchase 30 SCBA's (with facepiece, cylinder, and spare cylinder) to replace old, obsolete SCBA's in the amount of \$213, 998.58. The SFD would use funds from the FEMA Firefighter Assistant Grant to purchase this equipment.



8050 McGowin Dr.
Fairhope, AL 36532
Phone (800) 642-8484
Fax (251) 928-9933

Quote

Date: 9/12/2017

Customer	Starkville Fire Dept	Billing Address
Name	Chief Charles Yarbrough	Same
Address	503 East Lampkin Street	
City	Starkville	State MS 39759
Phone/Cell	662-323-2962	

Qty	Description	Unit Price	TOTAL
30	MSA G1 4500 psi system Remote Quick Connection Standard Harness with Chest Strap Metal Band Cradle Type Adjustable Swivelling Lumbar Pad Solid cover Left Shoulder Regulator Type Continuous Regulator Hose Type Speaker Module Left Chest and Voice Amp ~ Standard Pass Device Right Chest Rechargeable Battery Type Intergrated Thermal Imaging in PASS Device ATO #G1FS 442MA2COLER	\$ 4,779.00	\$ 143,370.00
65	Medium Facepiece Hycar Head harness Medium Nosecup 4 Point Adjustable Head Harness Push to Connect Regulator Connection ATO# G1FP FM1M401	\$ 220.59	\$ 14,338.35
60	MSA 4500 psi 30' Carbon Cylinders Quick Connect adapters #10175707	\$ 605.90	\$ 36,354.00
1	Telemetry Base Station with Antenna Kit and Software USB cable, 24 volt power cable	\$ 1,297.44	\$ 1,297.44
30	Spare Rechargeable Battery Packs 10148741-SP	\$ 211.97	\$ 6,359.10
5	6 Bank Rechargeable Station	\$ 379.21	\$ 1,896.05
70	RFID Accountability Tags	\$ 23.49	\$ 1,644.30
1	RFID Reader / Writer	\$ 490.00	\$ 490.00
22	Upcharge to Telemetry System	\$ 374.97	\$ 8,249.34
	MSA Supplier Number 3100031251		\$ -
	Contract number 8200027809		\$ -
	Smart Contract number 1130-17-C-SWCT-00029		\$ -

SubTotal	\$ 213,998.58
Shipping	\$ -
Tax Rate(s)	0.00%
	\$ -
	0.00%
	\$ -
TOTAL	\$ 213,998.58

Sales Rep Alan Gho
Phone 800-642-8484
Cell 662-363-6097
email agho@sunbeltfire.com

Office Use Only

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"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-15-17
PAGE: 1

SUBJECT: Request permission to allow SFD to replace the 4 bay doors at Station 3, from Grenada Overhead Door at a cost \$16,100.00, the lower of two quotes received.

AMOUNT & SOURCE OF FUNDING : 001-267-558-269 (Building Maintenance)

FISCAL NOTE:

Quotes received which included removal and installation of new doors:
Grenada Overhead Door - \$16,100.00
S & K Door and Specialty Co., Inc. - \$ 19,790.00

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 allow SFD to replace the 4 bay doors at Station 3, from Grenada Overhead Door at a cost \$16,100.00, the lower of two quotes received.

Grenada Overhead Door Company
26378 Hwy 8 East
Grenada, MS 38901
Work: 662-227-9772
Cell: 662-614-9833

QUOTE

Date: September 14, 2017

Customer's Name: Starkville Fire Dept.

City, State, Zip: Starkville, MS

Fax Number: 662-324-4026

Job Location: Starkville, MS

Description: Take down and install 4-11'x15' commercial overhead doors with one section having full view glass.

*Quote does not include any electrical.

*Quote includes labor, materials, and installation.

*Quote good for 30 days.

Subtotal: \$2,525.00 X 4 doors

Tax: \$

Total: \$10,100.00

Paid: Cash _____ Check _____ Check _____ Quote X _____

Signature needed for approval of order: _____
Authorized Company Personnel

Purchase Order No.: _____

Grenada Overhead Door Company
26378 Hwy 8 East
Grenada, MS 38901
Work: 662-227-9772
Cell: 662-614-9833

QUOTE

Date: September 14, 2017

Customer's Name: Starkville Fire Dept.

City, State, Zip: Starkville, MS

Fax Number: 662-324-4026

Job Location: Starkville, MS

Description: Take down and install 4-16' trolley operators with photo sensors on each operator and 1-4 button remote per operator.

*Quote does not include any electrical.

*Quote includes labor, materials, and installation.

*Quote good for 30 days.

Subtotal: \$1,500.00 X 4 doors

Tax: \$

Total: \$6,000.00

Paid: Cash _____ Check _____ Check _____ Quote X _____

Signature needed for approval of order: _____
Authorized Company Personnel

Purchase Order No.: _____

S & K DOOR AND SPECIALTY CO., INC.

P.O. Box 1414 Starkville, MS 39760

(662) 323-6381 Fax (662) 323-6560

PROPOSAL

CUSTOMER Starkville Fire Station #3

DATE September 13, 2017

PROJECT

ADDRESS

Starkville, MS

ATTENTION Charles Yarbrough

PHONE # 323-1845

EMAIL c.yarbrough@cityofstarkville.org

Take down existing doors and operators

Option 1: Doors to match exiting full view glass doors

Four (4) 11' x 15' Raynor "AlumaView" series aluminum sectional door with 2" normal headroom tracks, mount to steel with, sections to be full-view glazed, Perimeter weather stripping. Raynor Model CST-311 (1/3 hp, 115v, 1 phase) trolley operator with three button station and photo-eyes to reverse.

Installed = \$19,760.00 + tax if applicable

Option 2: Doors are steel sectional doors with three full view glass section in center of door

Four (4) 11' x 15' Raynor "S24" series commercial steel sectional door with 2" normal headroom tracks, mount to steel with, three sections to be full-view glazed, Perimeter weather stripping. Raynor Model CST-311 (1/3 hp, 115v, 1 phase) trolley operator with three button station and photo-eyes to reverse.

Installed = \$13,840.00 + tax if applicable

This proposal shall not become binding upon Seller until accepted in writing by one of its authorized representatives.

TERMS AND CONDITIONS: PRICES GOOD FOR 30 DAYS.

SUBMITTED BY Tanner Gullette

ACCEPTED BY

SIGNATURE

SIGNATURE

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

DATE

DATE



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 15, 2017
Page: 1-3

SUBJECT:

Request authorization to expand the job duties of Sarah Akins by allowing Ms. Akins to have dual responsibilities as the Lead Animal Control Officer and working as a Administrative Assistant in the Starkville Police Department /Training Division with an hourly rate of \$15.07. The pay increase will be effective on September 15, 2017.

AMOUNT & SOURCE OF FUNDING:

Ms. Sarah Akins' current classification and compensation is a Animal Control Officer, at an Annual Salary of \$28,246.40 (\$13.58 hour). This request is for consideration to approve a pay increase of eleven (11%), with an Annual Salary of \$31,345.60 (\$15.07 hour).

FISCAL NOTE:

There are no fiscal impacts to the Starkville Police Department. The Department will fund the total cost of this position from budget code 001-360-440-114 (Animal Control).

AUTHORIZATION HISTORY:

As the Animal Control Officer, Ms. Akins' is charged with providing services for sick, injured and vicious animals within the City through animal control activities, such as regulation, control and enforcement of codes. Historically, the City has also provided Animal Control services for the county and Mississippi State University (MSU).

When Shawn Word resigned, Ms. Akins begins to take on additional duties by assisting with training operations for the department and aided Corporal Josh Wilson with scheduling training, completing documents, and maintaining CALEA/State requirements.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

R. Frank Nichols, Chief of Police

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to expand the job duties of Sarah Akins by allowing Ms. Akins to have dual responsibilities as the Lead Animal Control Officer and working as a Administrative Assistant in the Starkville Police Department / Training Division with an hourly rate of \$15.07. The pay increase will be effective on September 15, 2017.



**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: Lead Animal Control Officer
Reports to: SOG Unit Supervisor
Date Prepared: September 1, 2017

Department: Police Department
Classification: Non- Exempt, Grade 10
Approved by Board:

GENERAL POSITION SUMMARY:

This is supervisory and administrative field. Work involves supervising and participating in catching, confining and disposing of stray or diseased dogs or other animals in accordance with Animal Control Ordinances and State laws. This is a regular full time position overseen by the Police Department.

ESSENTIAL JOB FUNCTIONS:

1. Supervise and review the work of subordinates for completeness and accuracy.
2. Evaluate and makes recommendations as appropriate.
3. Respond to emergencies on weekends, holidays, and off-duty hours; may be on standby call.
4. Assist the training unit with processing and filing of all documents, correspondence such as reports, contracts, resolutions, ordinances, letters, memos, training bulletins, public notifications, purchase orders, statements, directives, and announcements.
5. Operate a computer for record keeping and document processing to input and retrieve data in support of departmental operations.
6. Maintain records, files; compiles reports, and logging of all training files for officers of the police department. Maintain training documents for State standards and CALEA.
7. Investigate animal cruelty and neglect charges. Perform related duties to promote compliance with laws regulating animal treatment.
8. Patrol the City for stray animals and communicate with owners about losing animals; issue warnings or write tickets for violations. Conduct special investigations in response to public complaints of violations of animal regulatory ordinances.
9. Respond to calls from the public, law enforcement agencies, or other Animal Control Officers concerning injured, stray, sick, or dangerous animals and violations of animal regulatory ordinances.
10. Enforce State and local laws, regulations, and ordinances, such as leash laws, licensing, vaccinations, spaying, neutering, quarantining, dangerous dog, animal noise, and barking dog ordinances.
11. Pick up and transport animals to the shelter for impounding, disposal, or rabies investigation, or to the veterinarian as appropriate.
12. Prepare reports, completes records and various forms such as daily activity sheets, receipts for fees received, citations, quarantine and investigative reports.
13. Provide information to the public regarding licensing, vaccinations, euthanasia, rabies control, pet-owner responsibilities, spaying, neutering, and adoptions.
14. Ensure that daily truck logs, complaints, computer logs, equipment inspections, citations and records are maintained.
15. Appear in court to testify and present evidence regarding violations of animal regulatory ordinances.
16. Perform animal care duties such as feeding animals, monitoring sick and dangerous animals, segregating and isolating animals when necessary.
17. Detect disease or injury in animals and performs minor medical treatments on animals as necessary; assists the veterinarian with vaccinations and inspections of animals.
18. Clean and disinfects kennel areas, vehicles and equipment.
19. Use department issued weapons, such as a shotgun, tranquilizer gun, and pellet gun to capture and/or destroy animals in the field; participates in destroying animals (euthanasia).



20. Perform related duties as assigned.

Knowledge/Abilities:

1. Ability to read, understand and explain applicable State and local laws, regulations, and ordinances; obtain cooperation and compliance from members of the public.
2. Ability to analyze a situation and adopt a course of action; exercise tact and independent judgment in dealing with the public.
3. Ability to speak to a wide range of people; prepare clear and concise reports; present a positive public image; develop and maintain working relationships with co-workers, agencies, and organizations; handle sick, injured, dangerous, or dead animals and decomposing animal carcasses in a safe and humane manner.
4. Learn the physical and behavioral characteristics of animals; learn breed identification; learn and recognize symptoms of rabies and other common animal diseases.
5. Some knowledge of machines, equipment, materials, and operating procedures involved in apprehending, impounding, and disposing of stray or vicious animals.

Education and Experience

High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency; and experience in field supervision related to animal control and care work.

INTERPERSONAL CONTACTS:

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, the media, and other governmental agencies.

WORKING ENVIRONMENT:

Work is performed both inside in an office environment and outside. Work exposes the employee to hazards associated with vicious animals, the carbon monoxide chamber, blood from animal, and lethal fumes. Work also exposes the employee to irate citizens, noisy animals, and dangers associated with apprehending potentially dangerous animals. Protective equipment is required such as leather gloves, a protective body suit, protective eye wear, and animal restraining devices.

PHYSICAL DEMANDS:

Work requires the physical ability to sit in confined seating for extended periods; perform heavy lifting of large animals, boxes and dead animals; and the ability to climb ladders to check the crematorium or traps. Work also involves crawling, jumping, running after animals to apprehend them; forcibly restraining and controlling animals; and standing for extended periods of time.

NECESSARY SPECIAL REQUIREMENTS:

A valid driver's license is required.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 15, 2017
Page: 1

SUBJECT:

Request authorization to advertise for two (2) Maintenance Workers in the Starkville Utilities Department/Water Division.

AMOUNT & SOURCE OF FUNDING:

Grade 4, \$20,800.00 (\$10.00 per hour) to \$21,840.00 (\$10.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

These positions were previously held by Anthony Davis and Ladarius Jordan.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for two (2) Maintenance Workers in the Starkville Utilities Department/Water Division.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 15, 2017
Page: 1

SUBJECT:

Request authorization, to advertise to fill the vacant position of a Water Treatment Operator, in the Starkville Utilities Department/Drinking Water Division.

AMOUNT & SOURCE OF FUNDING:

Grade 9, \$28,514.23 (\$13.71 per hour) to \$37,948.70 (\$18.24 hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Sherring Goodwin.

Job Description:

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise to fill the vacant position of a Water Treatment Operator, in the Starkville Utilities Department/Drinking Water Division.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 15, 2017
Page: 1

SUBJECT: Request authorization to hire Christian Twillie, as an Entry Level Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Grade 5, Base Salary of \$28,098.00 (\$10.50 per hour) for entry level, based on 2676 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Board approved to retain the candidates from the selection process held on August 7th, 2017 for consideration to fill any additional vacant positions in the Fire Department due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

Christian Twillie will be replacing Britt Reynolds, who voluntarily resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Christian Twillie, as an Entry Level Firefighter in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 19, 2017
Page: 1

SUBJECT:

Request authorization to hire Leanne McGarr as the Deputy Clerk/Accounts Payable in the City Clerk/ Finance & Administration Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, Non Exempt \$31,200 (\$15.25per hour), based on 2080 hours.

LINE ITEM

AUTHORIZATION HISTORY:

The positions were previously held by Ashley Wigelsworth, who resigned on August 25, 2017, effective September 8, 2017.

REQUESTING DEPARTMENT:

City Clerk / Finance & Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT:

Lesa Hardin, CFO/City Clerk and Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Leanne McGarr as the Deputy Clerk/Accounts Payable in the City Clerk/ Finance & Administration Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 9/19/2017
PAGE: 1 of 1**

SUBJECT: Request approval of purchase of Google's G Suite for \$6750 per year including: Google Mail, Calendar, Contacts, Groups, IM, Hangouts, Drive, Sites, Docs, Sheets, Slides, Forms, Drawings, Spam/Virus Filtering, Security, Reporting, Outlook Integration, Google Data Migration Tools, G Suite Training

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from line # 001-120-691-550

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Information Technology

**DIRECTOR'S
AUTHORIZATION:** JCC

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

This would replace the City's current email host, as well as add collaboration capabilities.

STAFF RECOMMENDATION: Staff recommends approval.



Google Cloud



SADA Systems, Inc.

G SUITE ORDERING DOCUMENT

This G Suite Ordering Document (the "[Ordering Document](#)") and the corresponding G Suite Customer Agreement (the "[Agreement](#)") between SADA Systems, Inc. a corporation organized under the laws of the State of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA") and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

SADA Systems is a licensed and authorized Premier Professional Services Partner and Reseller of G Suite and Google Cloud products and services.

Customer: City of Starkville, Mississippi

Corporate Address: 110 West Main Street, Starkville, MS 39759

Entity: City Government

State of Organization: Mississippi

County of Organization: Oktibbeha County

Google Product Description:

G Suite Business is the premium version of [G Suite](#). In addition to everything available in G Suite*, G Suite Business also includes unlimited storage for all platform data and content, and Google Vault (data archive, retention, eDiscovery and legal hold) for everyone in your organization - plus additional Google Drive administration, auditing, and reporting features.

* G Suite includes the following core functionality: Google Mail, Calendar, Contacts, Groups, IM, Hangouts, Drive, Sites, Docs, Sheets, Slides, Forms, Drawings, MDM, Spam/Virus Filtering, Google SSO, Security, Reporting, LDAP Integration, Outlook Integration, Google Data Migration Tools, G Suite Training (formerly known as Synergyse Interactive Training).

Licensing & Pricing:

Under the terms of the Agreement of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Google Product Pricing:

<u>Product Name</u>	<u>SKU</u>	<u>License Quantity</u>	<u>Price per User</u>	<u>Total</u>
G Suite Basic	GAPPS-PREM-1USER-12MO	135	\$50	\$6,750

SADA Systems Professional Services:

SADA Systems' Master Professional Services Agreement and Statement of Work, including scope, pricing and Google's Deployment Voucher, will be prepared and submitted to the client for review, after completion of a project deployment planning meeting.

Initial Term of the Agreement: 12 Months

The above pricing is valid through: 9/30/2017

Payment Schedule:

<u>Payment</u>	<u>Invoice Date</u>	<u>Amount</u>
100% of Licenses	Agreement Signature Date	\$6,750

Invoices and Payment.

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT.

Bank Information**Automated Clearing House (ACH) or
Electronic Funds Transfer (EFT)**

Wells Fargo Bank
Swift Code: WFBUIUS6
464 California St. San Francisco, CA 94104
Routing Number: 121042882
Bank Account Name: SADA Systems, Inc.
Bank Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting

Customer Information & Project Scope

Billing Contact Information	
Full Name (required)	Joel Clements
Phone	662-418-0814
Email Address (required)	joel.clements@cityofstarkville.org
Technical Administrator Contact Information	
Full Name (required)	Joel Clements
Phone	662-418-0814
Off Domain Email Address (required)	cityofstarkvillems@gmail.com

Primary G Suite Domain	Customer Acknowledges
cityofstarkville.org	Domain is on G Suite (Transfer Token will be necessary)

Provisioning of G Suite Licenses by SADA

1. Customer agrees to the terms of the G Suite Customer Agreement, Exhibit 1, of which this Ordering Document is a part.

2. Additional licenses purchased during the Initial Term will be billed on a prorated basis for the remaining portion of the signed term. Payment for additional licenses will be due within 30 days of receipt of an invoice, and will be exempt from the Payment Schedule above.
3. Customer agrees that all G Suite licenses will be provisioned on the Primary G Suite Domain, and that the primary domain is accurate as listed above.
4. Customer agrees that the Initial Term of the G Suite licenses is accurate as listed above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

City of Starkville, MS

Print name: _____

Print name: _____

Print title: _____

Print title: _____

Date: _____

Date: _____

Exhibit 1

SADA Systems, Inc.

G SUITE CUSTOMER AGREEMENT

This **G SUITE CUSTOMER AGREEMENT** (the "Agreement"), is made and entered into as of the Ordering Document signature date (the "Effective Date"), between SADA Systems Inc., ("SADA"), and Customer, both as defined in the Ordering Document.

1. SERVICES AND TERMS OF SERVICE

1.1 Provision of Products. This Agreement establishes the terms under which SADA, as an authorized reseller of Google, Inc. ("Google"), will provide Customer with access to the G Suite products set forth in the Ordering Document (the "Products") and account activation. Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.3) govern Customer's use of the Products and the support services described in Section 1.2, but do not govern the implementation and deployment services performed by SADA for Customer, if any, which will be performed under the terms of a separate Master Professional Services Agreement between SADA and Customer.

1.2 Support. Customer will respond to questions and complaints from Customer's individual end users who use the Product(s) (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Products. SADA will provide frontline technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve, and SADA is hereby authorized by Customer to submit Customer support issues to Google on behalf of Customer. Customer may also escalate support requests to Google in accordance with Google's applicable technical support guidelines (the "TSSG") for the Product(s). Google will only provide customer support to Customer in accordance with the Google TOS.

1.3 Google Terms of Service. The Product(s) will be provided by Google. The Google TOS will govern Customer's access to and use of the Product(s). For purposes of this Agreement, the "Google TOS" means those terms of service that govern use of the Product(s) and that must be entered into directly between Google and Customer, prior to Customer's first log in to the Product(s), via acceptance by Customer when presented by Google online. The Google TOS is included as Attachment A. Customer understands and agrees that Customer will be required to accept the Google TOS before accessing or using the Product(s). Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for performance of the Products, other than as set forth in this Agreement.

1.4 Service Levels. The Product(s) are governed by the service level agreement ("SLA") set forth in the Google TOS. If Google fails to comply with the SLA, Customer will be eligible to receive those remedies set out in the Google TOS and must request such remedies directly from SADA. Customer's sole and exclusive remedy in the event of an SLA breach will be the remedies set forth in the applicable SLA.

1.5 Communications with Google. Customer hereby consents and agrees that Google may communicate directly with Customer: (A) to conduct customer service and satisfaction surveys; (B) to the extent required to provide options regarding continuity of the Product(s) (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Product has been terminated); and (C) for purposes related to the provisioning of the Product(s) to Customer's account, in relation to any Product updates or security incidents.

2. CUSTOMER REPRESENTATIONS AND OBLIGATIONS.

2.1 **Compliance with Law; Compliance with Agreement.** Customer will comply with all laws, rules and regulations applicable to its use of the Product(s). Customer acknowledges and agrees that Customer is responsible for ensuring that it and its End Users use the Product in accordance with the Google TOS.

2.2 **Customer Administration of the Products.** Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account(s) provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Google TOS. Customer acknowledges and agrees that Google is merely a data processor and that neither SADA's nor Google's liability extends to the internal management or administration of the Products for Customer.

2.3 **Consents.** Customer is responsible for obtaining and maintaining any consents required from End Users to allow SADA to perform its obligations under this Agreement.

2.4 **Privacy.** Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

2.5 **Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Product(s), and to terminate any unauthorized use. Customer will promptly notify SADA and Google of any unauthorized use of, or access to, the Product(s) of which it becomes aware. In addition, Customer agrees that it will not use the Product(s) in connection with any High Risk Activities.

2.6 **Product Restrictions.** Customer agrees that it shall not (i) resell, distribute, supply, lease or allow another third party to use the Product(s); or (ii) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer any Product or any part thereof, including the source code and any underlying ideas or algorithms of the software forming part of the Product(s).

3. CHARGES AND PAYMENT

3.1 **Fees.** Customer will pay SADA the fee(s) set forth in the Ordering Document to this Agreement for the Services in accordance with Section 3.3. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 45 days prior to the expiration of the then current term.

3.2 **Support Charges.** Any support to be provided by SADA under Section 1.2 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 9:00 p.m. Eastern Time, at no additional cost.

3.3 **Payments.** Customer will pay for the Services on a full prepaid basis for the Initial Term (as defined in Section 4.1) of this Agreement and each succeeding 12month renewal term, to the extent applicable. Fees for prepaid orders where SADA issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent 30 days after the date of the applicable invoice.

3.4 **Taxes.** Customer is responsible for any taxes and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer must provide SADA with an official tax receipt or other appropriate documentation to support such payments.

3.5 **Delinquent Payments.** Until paid in full, delinquent payments will accrue interest from the first date of delinquency at the lower of 1.5% per month or the highest rate permitted by law. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting unpaid or delinquent amounts, except where these unpaid or delinquent amounts are due to billing inaccuracies attributable to SADA.

4. **TERM, TERMINATION AND ADDITIONAL END USER ACCOUNTS**

4.1 **Term.** The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in Ordering Document (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will be renewed automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party (effective as of the end of the thencurrent term) by providing the other party written notice in accordance with Section 4.2 below. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. SADA will invoice Customer, and Customer agrees to pay, for the renewal of Services as set forth in the Ordering Document and Article 3 above.

4.2 **Termination.** This Agreement will terminate: (A) immediately upon termination or expiration of Customer's right to use the Services as a result of a termination of the Terms of Service by Google or Customer; (B) upon expiration of the thencurrent term if Customer has provided at least 30 days' advance written notice of termination to SADA; or (C) upon expiration of the thencurrent term if SADA has provided at least 60 days' advance written notice of termination to Customer. In addition, either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be ten days. Other than as may be provided elsewhere in this Agreement, such termination will be Customer's sole and exclusive remedy in the case of a material breach of this Agreement by SADA.

4.3 **Effects of Termination.** If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease. Customer's access to Customer Data following termination will be as set forth in the Terms of Service.

4.4 **Additional End User Accounts.** Customer may alter the number of End User Accounts per Customer domain at any time. For End User Accounts added during the Initial Term or any Renewal Term, the initial term for such End User Accounts will be prorated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User Accounts by notifying its designated SADA account manager. For each purchase of End User Accounts, SADA will issue a quote to Customer. End User Accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. Unless otherwise agreed by the parties, if Customer has purchased Google Apps Vault under this Agreement, each additional purchase of End User Accounts will include (and Customer will be invoiced for) access to Google Apps Vault for the same number of End User Accounts. SADA cannot transfer End User Accounts from one Customer domain name to another.

5. **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Each party will: (A) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (B) not disclose the other party's Confidential Information, except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use such Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using

reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section. For purposes of this Agreement, "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. For clarity, Customer's Confidential Information shall include data, including email, provided, generated, transmitted or displayed via the Services by or End Users ("Customer Data").

5.2 **Exceptions.** Confidential Information does not include information that: (A) the recipient of the Confidential Information already knew, (B) becomes public through no fault of the recipient; (C) was independently developed by the recipient, or (D) was rightfully given to the recipient by another party.

5.3 **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (A) uses commercially reasonable efforts to notify the other party; and (B) gives the other party the chance to challenge the disclosure.

6. **INTELLECTUAL PROPERTY RIGHTS.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services. For purposes of this Agreement, "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and other similar rights.

7. **Reserved.**

8. **INDEMNIFICATION.** The Google TOS includes certain indemnification obligations of Google to Customer.

9. **Reserved.**

10. **GENERAL PROVISIONS**

10.1 **Notices.** All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the physical and/or electronic address for notification purposes set forth in the Ordering Document. SADA and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. A party may change its address, facsimile number or designee for notification purposes by giving the other party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

10.2 **Governing Law.** Any contract awarded or agreement entered into shall be governed and interpreted pursuant to the laws of the State of Customer (as defined in the Ordering Document) without regard to conflict of law principles. Such contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached, shall have venue lie in County of Customer (as defined in the Ordering Document), and any such legal proceeding shall be brought in County of Customer. The Parties agree to the jurisdiction of the County of Customer courts.

10.3 Nonexclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Nothing in this Agreement will limit either party's ability to seek equitable relief.

10.4 Binding Nature and Assignment. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in its entirety, but not in parts, in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. Any other assignment will be null and void, except with the other party's prior written consent.

10.5 Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer Brand Feature) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.6 Third Party Beneficiary. The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

10.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google.

10.8 Waiver of Default. No delay or omission by either party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

10.9 Survival. The provisions of Section 3.4, Article 5, Article 6, Article 7, Article 7, and this Article, as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein.

10.10 Force Majeure. Neither SADA nor Google shall be liable for inadequate performance to the extent caused by a circumstance beyond its reasonable control, including, without limitation, domain name server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortage.

10.11 Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

10.12 Entire Agreement; Incorporation; Amendment and Waiver. This Agreement and the Ordering Document(s), each of which is incorporated herein for all purposes, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

10.13 Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, each of which shall be deemed an original and, which taken together, will constitute one instrument. Any signature delivered by facsimile transmission or by email delivery of a ".pdf" format data or other e Signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, ".pdf" or eSignature were an

original thereof.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

Attachment A

Google G Suite Terms of Service

Go to the [Additional Terms](#) for services made available with the new accounts infrastructure.

This G Suite via Reseller Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and the entity agreeing to these terms ("Customer"). This Agreement is effective as of the date Customer clicks the "I Accept" button below (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer, please do not click the "I Accept" button below. This Agreement governs Customer's access to and use of the Service.

1. **Services.**

1.1. Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

1.2. **Modifications.**

- a. **To the Services.** Google may make commercially reasonable changes to the Services, from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
- b. **To URL Terms.** Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customer's behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

1.3. Customer Domain Name Ownership. Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If

Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

2. Customer Obligations.

2.1 Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Google will make other Non-G Suite Products (beyond the Services) available to Customer and its End Users in accordance with the Non-G Suite Product Terms and the applicable product-specific Google terms of service. If Customer does not desire to enable any of the Non-G Suite Products, Customer can enable or disable them at any time through the Admin Console. Customer agrees that its use of the Domain Service is subject to its compliance with the Domain Service Terms.

2.2 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Reseller are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so, and (ii) Google to provide the Services.

2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer or Reseller will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

2.5 Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

3. **Requesting End User Accounts; Service Term.** Requesting End User Accounts, as well as initial and renewal terms for the Services, are to be decided upon between Customer and Reseller.

4. **Payment.** Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

5. **Technical Support Services.**

5.1 **By Customer.** Customer or Reseller will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer or Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Google.

5.2 **By Google.** If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Google and Reseller) may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines.

6. **Suspension.**

6.1 **Of End User Accounts by Google.** If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

6.2 **Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. **Confidential Information.**

7.1 **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

7.2 **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3 **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses

commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

8. Intellectual Property Rights; Brand Features.

8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages.

Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

9. **Publicity.** Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, online or in promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 8.3.

10. Representations, Warranties and Disclaimers.

10.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA.

11. Term and Termination.

11.1 Term. The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term.

11.2 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

11.3 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active and replication servers and overwriting it over time; and (iv) upon request each party will

promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

12. Indemnification.

12.1 By Customer. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

12.2 Reserved.

12.3 Possible Infringement.

a. **Repair, Replace, or Modify.** If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

b. **Suspension or Termination.** If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both.

12.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. Limitation of Liability.

13.1 Reserved.

13.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

13.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

14. Miscellaneous.

14.1 Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of

receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

14.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

14.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

14.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

14.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

14.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

14.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

14.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.10 Reserved.

14.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

14.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 7, 8.1, 12.3, 13, 14, 15 and 16.

14.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

14.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

14.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

15. G Suite Core Services. If Customer purchases the G Suite Core Services, then the following terms will apply only to such Services:

15.1 Ads. The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller

enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

15.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the “abuse” and “postmaster” aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

15.3 Google Vault. If Customer purchases Google Vault, the following additional terms apply:

- a. **Retention.** Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Vault, Google will have no obligation to retain any archived Customer Data.

16. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Services available at https://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Google may provide.

"Admin Account" means the administrative account(s) provided to Customer by Google, or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer or Reseller.

"Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Google to End Users.

"AdWords Guidelines" means the Google AdWords Editorial Guidelines located at <https://adwords.google.com/select/guidelines.html> or other such URL as may be provided by Google.

"Affiliate" any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Reseller on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services.

"Domain Service" means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

"Domain Service Terms" means the terms at:

https://www.google.com/a/help/intl/en/admins/domain_service_terms.html, or other such URL as may be provided by Google.

"Emergency Security Issue" means either: (a) an End User's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other End Users' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"End Users" means the individuals Customer permits to use the Services.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"G Suite Core Services" means the applicable Services (e.g. G Suite Premier Edition or G Suite and Google Vault) purchased by Customer from Reseller which are more fully described here: https://www.google.com/apps/intl/en/terms/user_features.html , or other such URL as Google may provide.

"Help Center" means the Google help center accessible at <https://www.google.com/support/> or other such URL as Google may provide.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-G Suite Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-G Suite Products are set forth at the following URL:

<https://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.

"Non-G Suite Product Terms" means the terms found at the following URL: https://www.google.com/apps/intl/en/terms/additional_services.html , or such other URL as Google may provide from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Reseller" means the G Suite reseller Customer is paying to provide access to and use of the Services.

"SDN List" is the US Treasury Department's List of Specially Designated Nationals.

"Service Pages" mean the web pages displaying the Services to End Users.

"Services" means the G Suite Core Services provided by Google and used by Customer under this Agreement. The Services are as described here: https://www.google.com/apps/intl/en/terms/user_features.html, or other such URL as Google may provide.

"SLA" means the Service Level Agreement located here: https://www.google.com/apps/intl/en/terms/reseller_sla.html, or such other URL as Google may provide from time to time.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer's agreement with Reseller.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following

URL: <https://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Sanitation & Environmental Ser.
AGENDA DATE: September 15, 2017
PAGE: 1

SUBJECT: Request approval and acceptance of the lowest bid from Waste Zero, Inc. for the purchase garbage bags in the amount of \$65,880.00 for the 2017 annual bag distribution.

AMOUNT & SOURCE OF FUNDING: FY 2018 Budget – Garbage Bags
023-322-551-239

FISCAL NOTE:

Bids Received through reverse auction held September 11, 2018:

WasteZero Inc.	6000	Rank
\$/Roll	Total	
\$10.98	\$65,880.00	1
Dyna Pak	6000	Rank
\$/Roll	Total	
\$10.99	\$65,940.00	2
Central Poly-Bag Corp.	6000	Rank
\$/Roll	Total	
\$11.12	\$66,720.00	3
Interboro Packaging Corp.	6000	Rank
\$/Roll	Total	
\$11.24	\$67,440.00	4

AUTHORIZATION HISTORY: On August 15, 2017 the Board approved the advertisement of bids for the 2018 annual garbage bag distribution. Due to surplus of 5,000 rolls of bags leftover from previous year, it was determined that approximately 6,000 rolls will be ordered this year.

**REQUESTING
DEPARTMENT:** SES

**DIRECTOR'S
AUTHORIZATION:** Calvin Ware

FOR MORE INFORMATION CONTACT: Calvin Ware

SUGGESTED MOTION: Move approval and acceptance of the lowest bid from Waste Zero, Inc. for the purchase of 6,000 rolls of garbage bags in the amount of \$65,880.00 for the 2018 annual bag distribution.



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

AGENDA ITEM NO:
AGENDA DATE: September 15 2017
PAGE: 1 of 2

SUBJECT: Request authorization for Starkville Utilities to purchase a replacement for a failed transformer oil pump for Bank 2 at 161/13kV station from Border States Electric Supply, the sole source for this product, at a cost of \$19,834.27.

The quote from Border States Electric Supply is attached.

AMOUNT & SOURCE OF FUNDING: 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: Request authorization for Starkville Utilities to purchase a replacement transformer oil pump for Bank 2 at 161/13kV station from Border States Electric Supply, the sole source for this product, at a cost of \$19,834.27.

**BORDER STATES**

Supply Chain Solutions™

Border States Electric Supply
Shealy Electrical Wholesalers | Kriz-Davis
K-D Chapman Metering

Border States Electric - JAC
1645 North Parkway
JACKSON TN 38301
Phone: 731-423-0071

Starkville Electric Dept
PO Box 927
Starkville MS 39760-0927

Quote

Page: 1 of 1

BSE Quote: 24457791
Sold-To Acct #: 135123
Valid From: 09/07/2017 To: 09/30/2017
PO No: PWR TRANSFORMER PARTS

Created By: Lisa Shearon
Tel No: 731-423-0071
Fax No:

Inco Terms:
PPA PREPAID & ALLOW FREIGHT

Payment Terms:
Net 30 Days

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	- PSC #78091702262 PUMP CAT. #147C9112P21G 230V PUMP 7.5 DEG IMP ** DELIVERY: 8 weeks, ARO	1 EA	19,774.51	/ 1	EA	19,774.51
	000020	- PSC #78091702009 GASKET CAT. #122A2621JDP0666 GASKET *SL ** DELIVERY: Currently in factory stock, subject to prior sale. **	2 EA	29.88	/ 1	EA	59.76
**** REF: FOR S/N M162744 (all suffixes) ****							

Total Value**19,834.27**

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.



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

AGENDA ITEM NO:
AGENDA DATE: September 19, 2017
PAGE: 1 of 3

SUBJECT: Request authorization for Starkville Utilities to award the contract for construction and installation of sanitary sewer pump station modifications to Hemphill Construction, provider of the lowest and best bid. This includes a base bid of \$433,899 plus four 6" Flowmeters under Additive Alternative 1 for \$38,300 for a total cost of \$472,199.

The total bids from each vendor are listed below and the bid tabulation document is attached.

Hemphill Construction	\$472,199.00
4-D Construction	\$495,951.00
Perma Corp.	\$519,850.00

AMOUNT & SOURCE OF FUNDING:

CAP Loan	\$419,551.00
FY2018 Budget	\$ 52,648.00

FISCAL NOTE:

AUTHORIZATION HISTORY: Request for bids was approved at the August 1, 2017 Board of Aldermen meeting.

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Request authorization for Starkville Utilities to award the contract for construction and installation of sanitary sewer pump modifications to Hemphill Construction for a total cost of \$472,199.

City of Starkville, Mississippi
Pump Station Modifications
TABULATION OF BIDS RECEIVED September 8, 2017

ITEM	QUANTITY	Hemphill Construction		4-D Construction		Perma Corp.	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. Project Sign	1 EA	\$515.00	\$515.00	\$700.00	\$700.00	\$795.00	\$795.00
2. Stone Bedding	100 Ton	\$48.00	\$4,800.00	\$40.00	\$4,000.00	\$36.00	\$3,600.00
3. Select Borrow Material	400 CY	\$15.60	\$6,240.00	\$20.00	\$8,000.00	\$18.50	\$7,400.00
4. Clay Gravel	100 CY	\$55.00	\$5,500.00	\$38.00	\$3,800.00	\$17.00	\$1,700.00
5. Crushed Stone	100 Ton	\$45.60	\$4,560.00	\$62.00	\$6,200.00	\$39.00	\$3,900.00
6. Washed Gravel	100 Ton	\$35.40	\$3,540.00	\$32.00	\$3,200.00	\$24.00	\$2,400.00
7. Silt Fence	500 LF	\$3.90	\$1,950.00	\$3.00	\$1,500.00	\$4.00	\$2,000.00
8. Hay Bales	30 EA	\$13.40	\$402.00	\$10.00	\$300.00	\$9.00	\$270.00
9. Erosion Control Blanket	500 SY	\$2.30	\$1,150.00	\$6.25	\$3,125.00	\$4.00	\$2,000.00
10. Seeding and Mulching	2 AC	\$788.00	\$1,576.00	\$1,050.00	\$2,100.00	\$2,675.00	\$5,350.00
11. Sodding	1,000 SY	\$5.00	\$5,000.00	\$6.00	\$6,000.00	\$7.35	\$7,350.00
12. Additional Forcemain Connections	5 EA	\$2,940.00	\$14,700.00	\$3,783.00	\$18,915.00	\$6,190.00	\$30,950.00
13. Additional Vent Pipes	3 EA	\$436.00	\$1,308.00	\$1,200.00	\$3,600.00	\$1,635.00	\$4,905.00
14. Additional Hoist Sockets	3 EA	\$990.00	\$2,970.00	\$1,250.00	\$3,750.00	\$675.00	\$2,025.00
15. Pressure Taps (Type 1)	6 EA	\$112.50	\$675.00	\$750.00	\$4,500.00	\$460.00	\$2,760.00
Pressure Taps (Type 2)	6 EA	\$112.50	\$675.00	\$1,200.00	\$7,200.00	\$610.00	\$3,660.00
Pressure Taps (Type 3)	14 EA	\$112.50	\$1,575.00	\$1,000.00	\$14,000.00	\$460.00	\$6,440.00
16. Modifications to Sherwood Forest Pump Station 2	1 LS	\$54,476.00	\$54,476.00	\$37,400.00	\$37,400.00	\$40,740.00	\$40,740.00
17. Modifications to Sherwood Forest Pump Station 3	1 LS	\$41,484.00	\$41,484.00	\$35,100.00	\$35,100.00	\$39,936.00	\$39,936.00
18. Modifications to Crossgates Pump Station	1 LS	\$44,154.00	\$44,154.00	\$44,400.00	\$44,400.00	\$48,296.00	\$48,296.00
19. Modifications to Deerfield Pump Station	1 LS	\$54,181.00	\$54,181.00	\$52,265.00	\$52,265.00	\$59,991.00	\$59,991.00
20. Modifications to Greenbrier Pump Station 1	1 LS	\$51,166.00	\$51,166.00	\$55,292.00	\$55,292.00	\$63,656.00	\$63,656.00
21. Modifications to Locksley Way Pump Station	1 LS	\$57,172.00	\$57,172.00	\$52,958.00	\$52,958.00	\$63,226.00	\$63,226.00
22. Portable Bypass Pump	1 LS	\$74,130.00	\$74,130.00	\$69,636.00	\$69,636.00	\$77,500.00	\$77,500.00
TOTAL BASE BID (Verified)			\$433,899.00		\$437,941.00		\$480,850.00

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 September 8, 2017 at 10:00 a.m. local time for the captioned project.

Items in bold italics indicate corrected mathematical extensions.

Lee Kirkpatrick, P.E.
Mississippi Registration No. 10327



City of Starkville, Mississippi
Pump Station Modifications
TABULATION OF BIDS RECEIVED September 8, 2017
Additive Alternative 1- Provide and Install a Direct Bury Electromagnetic Flowmeter

ITEM	QUANTITY	Hemphill Construction		Hemphill Construction		Perma Corp.	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. 4 Inch Flowmeter	1 LS	\$8,800.00	\$8,800.00	\$13,212.50	\$13,212.50	\$8,390.00	\$8,390.00
2. 6 Inch Flowmeter	1 LS	\$9,575.00	\$9,575.00	\$14,502.50	\$14,502.50	\$9,750.00	\$9,750.00

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 September 8, 2017, at 10:00 a.m local time for the captioned project.
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