



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
September 19, 2017**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

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

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

**Park and Recreation
Director**
Herman Peters

**Interim Sanitation
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

CONSENT ITEMS HIGHLIGHTED IN YELLOW

RECESS MEETING OF TUESDAY, SEPTEMBER 19, 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 WITH CONSENTED ITEMS

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. MS DOROTHY ISAAC – EDUCATION AND COMMUNITY INVOLVEMENT

VIII. PUBLIC HEARING

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

B. FIRST PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

C. FIRST PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPOINTMENT OF A SCHOOL BOARD MEMBER TO FILL THE POSITION HELD BY ANNE STRICKLIN WITH THE TERM ENDING MARCH 2019.

B. CONSIDERATION OF AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI REFERENCING DISTANCE, HOURS OF SALE AND PERCENTAGE OF CONTENT.

C. CONSIDERATION OF APPROVING A CONTRACT RENEWAL WITH CORNERSTONE GOVERNMENT AFFAIRS FOR THE PERIOD OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

X. BOARD BUSINESS

- A. RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000).
- B. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE APPROVING AND AUTHORIZING THE EXECUTION OF THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL PARK PROJECT: (1) AMENDED AND RESTATED REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT; (2) NATURAL GAS PIPELINE PROJECT MEMORANDUM OF UNDERSTANDING; (3) ELECTRICAL POWER SUBSTATION PROJECT MEMORANDUM OF UNDERSTANDING; (4) MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION; (5) PROFESSIONAL SERVICES AGREEMENT WITH HEADWATERS, INC.; AND (6) LETTER AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC.
- C. DISCUSSION OF MAKING GLADNEY LANE A ONE WAY STREET TO THE SOUTH.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. DISCUSSION AND CONSIDERATION OF LW 17-03 A REQUEST FOR LANDSCAPE WAIVER FROM SEVERAL SECTIONS OF THE ORDINANCE FOR A PROPERTY LOCATED ON SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL NUMBER 102N-00-005.01 WITH ONE CONDITION.

b. DISCUSSION AND CONSIDERATION OF PP 17-08 AND FP 17-06 REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR MODIFYING AN THE EXISTING PLAT THAT IS +/-11.41 ACRE PARCEL LOCATED AT 100 MERCANTILE LANE IN

A T-6 DISTRICT WITH THE PARCEL NUMBER 101D-00-342.00
WITH THREE CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 13, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF THE AUGUST 2017 FINANCIAL STATEMENT.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCE DEPARTMENT

1. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER GREGORY, AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL TWO (2) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

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

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO THE GRANT AGREEMENT FOR A 75% REIMBURSABLE FY18 JUSTICE ASSISTANCE GRANT FOR FUNDING OF EQUIPMENT AT A COST OF \$3,596.25 TO THE CITY.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 16 6-CUBIC YARD AND 16 8-CUBIC YARD DUMPSTERS FROM WASTEQUIP SOURCE OF SUPPLY QUOTE AT A TOTAL OF \$27,606.00 TO INCLUDE PAW PRINT ON PAINTED MAROON.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO AN AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF COMMUNITY SERVICE TO CONTINUE PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP.)

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 3, 2017 @ 5:30 IN THE COURT ROOM AT 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.

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

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

ORDINANCE NUMBER 2017-05

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

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

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

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

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

1. Sec. 10-36. - Definitions.

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

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

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

(b) "Light wine" means wine of an alcohol content of not more than five percent (5%) by weight.

Permittee is a person or entity who has obtained a beer permit from the ABC Division of the Mississippi Tax Commission under MCA 1972, § 67-3-17, as amended.

2. Sec. 10-38. Territory where sale is prohibited.

(a) On-premises Consumption. No beer or light wine shall be sold for on-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured from the nearest point of entry to the building housing the church, school, kindergarten or funeral home to the nearest point of the premises which consists of the floor planned area to be licensed by the Commission. This distance shall be measured in a straight line, such as air line distance, rather than the usual route of pedestrian travel.

(b) Off-premises Consumption. No beer or light wine shall be sold for off-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured by the same criteria as listed in subsection (a) above.

3. Sec. 10-39. Hours when sale is prohibited.

No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 7:00 a.m. Monday through Sunday. In addition to the foregoing, no beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 11:00 a.m. on Sunday.

4. Sec. 10-103. Commercial establishments—Hours of sale.

No person, partnership, or corporation, nor any agent or employee thereof, operating a public or private commercial establishment shall permit the consumption of alcoholic beverages on the premises of such establishment between the hours of 1:00 a.m. and 7:00 a.m., provided, however, that nothing in this section shall be construed to permit the sale, distribution, giving away, or storage of alcoholic beverages at any time on Sunday, unless otherwise permitted by the laws of the state or the ordinances of the city.

5. Sec. 10-43. Severability.

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Sections 10-36, 10-38; 10-39, 10-43 and 10-103.

This Ordinance Number 2017-05 shall amend Ordinance Numbers 2009-06, 2005-02 and 2006-8a and shall be in full force and effect thirty (30) days after its passage and publication.

ORDINANCE 2017-__

**AN ORDINANCE DELETING ADMINISTRATIVE ADJUDICATION
PROCESS ORDINANCE AND AMENDING OTHER ORDINANCES
THAT REFERENCE ADMINISTRATIVE ADJUDICATION PROCESS**

WHEREAS, the City of Starkville adopted the Administrative Adjudication Process Ordinance on March 4, 2008, pursuant to Opinion No. 2007-00380 of the Office of the Attorney General for the State of Mississippi; and

WHEREAS, based upon subsequent opinions from the Office of Attorney General for the State of Mississippi to the City of Starkville, dated March 12, 2012, and May 29, 2012, the City determines that the Administrative Adjudication Process Ordinance may conflict with relevant provisions of Mississippi statutes and is otherwise no longer warranted or needed for the efficient administration of municipal affairs.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Starkville as follows:

SECTION I. RECITALS

The prefatory statements are hereby incorporated herein.

**SECTION II. DELETION OF ADMINISTRATIVE ADJUDICATION PROCESS
ORDINANCE**

Chapter 82, Article VI, entitled, “Administrative Adjudication Process Ordinance,” is hereby deleted in its entirety and of no further force or effect.

**SECTION III. DELETION OF REFERENCES TO USE OF ADMINISTRATIVE
ADJUDICATION PROCESS IN OTHER ORDINANCES**

References to the administrative adjudication process, administrative offenses, administrative fees or fines, imposition by the administrative hearing officer of penalties for ordinance violations by the administrative hearing process, and related terminology and phrases are deleted from the following ordinances:

- A. Chapter 18, Article II, Sections 34 and 35: Animal Control Ordinance;
- B. Chapter 50, Article II, Section 30: False Alarm Ordinance;

- C. Chapter 67, Article II, Section 40: Historic Preservation Ordinance;
- D. Chapter 82, Article IV, Section 98: Smoking Ordinance;
- E. Chapter 98, Article III, Sections 58-59: Sidewalk Ordinance; and
- F. Chapter 106, Article XVI, Sections 610-611: Helmet Ordinance.

SECTION IV. ENFORCEMENT FOR VIOLATIONS OF ORDINANCES UNDER JURISDICTION OF MUNICIPAL COURT

The authority and jurisdiction to hear and determine cases charging violations of municipal ordinances, including imposition of fines and penalties related thereto, rests solely with the City of Starkville municipal court.

SECTION V. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION VI. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION VII. EFFECTIVE DATE

Following its passage, this ordinance shall become effective thirty (30) days after its publication in a local newspaper with a general circulation. The City Clerk shall cause this ordinance to be published one (1) time in a local newspaper with general circulation.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City's website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

THE FOREGOING ORDINANCE, having first been reduced to writing, was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver Voted: _____

Sandra Sistrunk Voted: _____

David Little Voted: _____

Jason Walker Voted: _____

Patrick Miller Voted: _____

Roy A'. Perkins Voted: _____

Henry Vaughn, Sr. Voted: _____

ORDAINED AND ADOPTED, this the _____ day of _____, 2017, at the
Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville,
Oktibbeha County, Mississippi.

D. LYNN SPRUILL

Mayor

City of Starkville, Mississippi

LESA HARDIN

City Clerk

City of Starkville, Mississippi

ORDINANCE NUMBER 2017-

AN ORDINANCE TO CREATE RULES AND REGULATIONS FOR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment;

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99;

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (*amendments are in italics*):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Childcare facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

"City buildings" means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

“Common areas of buildings” means all areas not part of a tenant’s leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

“Electronic cigarette” means “an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo or electronic pipe.”

“Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

“Employer” means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

“Enclosed Area” means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, ‘other landscaping’ or similar structures.

“Entrance” means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

“Hotel and motel” means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

“Mall” means an enclosed, indoor are-l’ containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

“Private Club” means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition.

“Private residence” means premises owned, rented or leased for temporary or permanent habitation.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted. A private residence is not a public place.

“Restaurants” means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

“Smoking” means to smoke or carry a lighted pipe, cigar, cigarette, nicotine dispensing or tobacco-related products in any form.

“Sports Arena or Venue” means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- a. Childcare facilities.
- b. City buildings including airport facilities, libraries, museums and publically supported facilities.
- c. Common areas in bed and breakfast establishments, hotels and motels.
- d. Elevators and enclosed stairwells.
- e. Health care facilities.
- f. Indoor shopping malls.
- g. Places of employment.
- h. Polling places.
- i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
- j. Public bus and transfer point shelters.
- k. Retail stores.
- l. Enclosed, indoor areas of restaurants and bars.
- m. Self-service laundry facilities.
- n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- o. Indoor sports arenas and venues.
- p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.
- b. Private clubs.

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
- c. Seating areas of outdoor sports arenas and venues.
- d. All airport areas that are within the security fencing of the George M. Bryan field in the City of Starkville, Mississippi.

Section 5: Signage

- a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 2"x2".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor's Responsibilities

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

- a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.

Section 8: Violations and Penalties

- a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and all subsequent offenses on a per incident basis. This offense is *subject to the jurisdiction of the city municipal court.*
- b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

Section 9: Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

Section 10: Severability

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

Section 11: Repeal of Ordinance

This Ordinance Number 2017-____ shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman _____ seconded by Alderman _____
the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

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

ORDAINED AND ADOPTED this the ____ day of _____, A. D., 2017 at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated October 1, 2017 (hereinafter "*Agreement*") is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter "*CORNERSTONE*"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 300 Independence Avenue, SE, Washington, D.C. 20003, and STARKVILLE, MISSISSIPPI (hereinafter "*STARKVILLE*"), with its principal place of business at 110 West Main Street, Starkville, MS 39759 (hereinafter referred to collectively as the "Parties").

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "*GR Services*"); and

WHEREAS, STARKVILLE and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to STARKVILLE:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through September 30, 2018. The parties may mutually agree in writing to extend the Term.
2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. STARKVILLE shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by STARKVILLE.
3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to STARKVILLE. The precise scope and extent of the GR Services may be amended by mutual agreement of the parties but generally focus on:
 - Monitor legislation and policy actions and advocate on STARKVILLE'S behalf on these actions impacting current and potential business;
 - Prepare draft bills and amendments that accomplish STARKVILLE's most critical statutory objectives;
 - Identify and facilitate State of Mississippi business development and marketing opportunities;
 - Assist STARKVILLE with intelligence about possible contracting opportunities with Mississippi State Government Agencies and industries within the private sector; and
 - Facilitate meetings and events to provide STARKVILLE access to legislators, the executive branch, and/or state agencies to ensure STARKVILLE'S perspective on pertinent issues is emphasized;
 - Assist STARKVILLE with intelligence about possible contracting opportunities with Federal Government Agencies,
 - Identify and facilitate federal business development and marketing opportunities; and

- Establish new and broaden existing relationships with key individuals in the Presidential Administration as well as with key members of Congress.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Legislature, the Administration, independent agencies, and third parties regarding the relevant issues. CORNERSTONE will also provide other general informational bulletins or updates that STARKVILLE reasonably requests.

4. Relationship of the Parties. The parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by STARKVILLE to CORNERSTONE in twelve (12) advance monthly payments of three thousand three hundred thirty three dollars and thirty three cents (\$3,333.33) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by STARKVILLE (the "*Fee*"). STARKVILLE will make the first payment of the Fee within thirty (30) business days of the date this Agreement is executed by both STARKVILLE and CORNERSTONE. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by STARKVILLE or information disclosed orally and identified orally as "confidential" or "proprietary" by STARKVILLE at the time of disclosure and reduced to writing (hereinafter "*Confidential Information*"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of STARKVILLE. Provided, however, that Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to STARKVILLE; or (iii) is disclosed by STARKVILLE to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as STARKVILLE has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and STARKVILLE has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by STARKVILLE or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by STARKVILLE or related entities.

8. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

9. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

10. Governing Law & Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule. Any legal action relating to this contract shall be brought in Oktibbeha County Circuit Court or the United States District Court for the Northern District of Mississippi - Aberdeen Division.

11. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the parties.

12. Amendment. This Agreement may be changed only by written agreement signed by each party.

13. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
300 Independence Ave, SE
Washington, DC 20003

The City of Starkville
110 West Main Street
Starkville, MS 39759

The parties hereto may change their address as set forth in this section by providing the other party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of STARKVILLE and CORNERSTONE do hereby execute this Agreement as of the date first above written.

CORNERSTONE GOVERNMENT AFFAIRS, INC.

Date: _____

Name:

Title:

THE CITY OF STARKVILLE

Date: _____

Name:

Title:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE APPROVING AND AUTHORIZING THE EXECUTION OF THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL PARK PROJECT: (1) AMENDED AND RESTATED REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT; (2) NATURAL GAS PIPELINE PROJECT MEMORANDUM OF UNDERSTANDING; (3) ELECTRICAL POWER SUBSTATION PROJECT MEMORANDUM OF UNDERSTANDING; (4) MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION; (5) PROFESSIONAL SERVICES AGREEMENT WITH HEADWATERS, INC.; AND (6) LETTER AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC.

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

1. In connection with the joint development of a new industrial park project by the City and Oktibbeha County, Mississippi (the "County"), the City is a party to that certain Regional Economic Development Act Alliance Agreement by and between the City and County, which agreement was approved by the Attorney General of the State of Mississippi on October 13, 2016, and filed of record on October 25, 2016 with the Chancery Clerk of the County and the Secretary of State of the State of Mississippi (the "Prior REDA Agreement");

2. Effective as of July 1, 2017, the Mississippi Regional Economic Development Act (the "REDA"), cited as Section 57-64-1 *et seq.*, of the Mississippi Code of 1972, as amended (the "Code"), was amended to permit other political subdivisions of the State, such as the Oktibbeha County Economic Development Authority (the "OCEDA"), to be a party to a regional economic development alliance formed in accordance with the REDA;

3. The Board has been presented with a proposed Amended and Restated Regional Economic Development Act Alliance Agreement, a copy of which is attached hereto as **Exhibit "A"** (the "Amended REDA Agreement"), which agreement, as amended, adds the OCEDA as a party thereto and modifies certain other provisions of the Prior REDA Agreement in connection therewith;

4. The Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution of the Amended REDA Agreement and to perform the City's obligations pursuant thereto;

5. In connection with the joint development of a new industrial park project by the City and the County, the Board has been presented with a proposed Natural Gas Pipeline Memorandum of Understanding among Atmos Energy Corporation ("Atmos"), the City, the County and the OCEDA, a copy of which is attached hereto as **Exhibit "B"** (the "Atmos MOU"), which agreement, among other things, provides for the construction and installation by Atmos of a new natural gas pipeline to the industrial park property;

6. The Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution of the Atmos MOU and to perform the City's obligations pursuant thereto;

7. In connection with the joint development of a new industrial park project by the City and the County, the Board has been presented with a proposed Electrical Power Substation Memorandum of Understanding among 4-County Electric Power Association ("4-County"), the City, the County and the OCEDA, a copy of which is attached hereto as **Exhibit "C"** (the "Substation MOU"), which agreement, among other things, provides for the construction and installation by 4-County of a new 161 kV electrical power substation with transmission service capable of providing up to sixty (60) megawatts of electrical power to the New Industrial Park;

8. The Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution of the Substation MOU and to perform the City's obligations pursuant thereto;

9. In connection with the joint development of a new industrial park project by the City and the County, the Board has been presented with a proposed Memorandum of Understanding among the Mississippi Transportation Commission (the "MTC") and the City, a copy of which is attached hereto as **Exhibit "D"** (the "MTC MOU"), which agreement, among other things, provides for the surfacing and completion of Retherford Road by the Mississippi Department of Transportation at its expense, and the subsequent conveyance of such improved road to the City;

10. The Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution of the MTC MOU and to perform the City's obligations pursuant thereto;

11. In connection with the joint development of a new industrial park project by the City and the County, the Board has been presented with a proposed Professional Service Agreement among Headwaters, Inc., the City, the County and the OCEDA, a copy of which is attached hereto as **Exhibit "E"** (the "Environmental Services Agreement"), which agreement, among other things, provides for the performance by Headwaters, Inc. of the environmental services described therein in connection with the new industrial park;

12. The Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution of the Environmental Services Agreement and to perform the City's obligations pursuant thereto;

13. In connection with the joint development of a new industrial park project by the City and the County, the Board has been presented with a proposed Professional Service Agreement among Neel-Schaffer, Inc. and the County, a copy of which is attached hereto as **Exhibit "F"** (the "Engineering Services Agreement," and together with the Amended REDA Agreement, the Atmos MOU, the Substation MOU, the MTC MOU, the Environmental Services Agreement, and the Engineering Services Agreement, the "Industrial Park Agreements"), which agreement, among other things, provides for the performance by Neel-Schaffer, Inc. of the engineering services described therein in connection with the new industrial park;

14. Although the City will not be a party to the Engineering Services Agreement, the City will be responsible for fifty percent (50%) of the fees and costs due to Neel-Schaffer, Inc. thereunder in accordance therewith and in accordance with the Prior REDA Agreement and the Amended REDA Agreement; and

15. The Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution by the County of the Engineering Services Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Authorization of the Industrial Park Agreements. Each of the Industrial Park Agreements are hereby approved, and the Mayor and the Clerk of the Board are authorized to execute and deliver each of the Industrial Park Agreements under the seal of the City, for and on behalf of the City, in substantially the forms attached hereto as **Exhibits "A" through "F"**, with such completions, changes, insertions and modifications as shall be approved by the Mayor and the City attorney, the execution thereof by the Mayor to be conclusive evidence of such approval; all provisions of the Industrial Park Agreements, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the Industrial Park Agreements, the provisions of the Industrial Park Agreements shall govern.

SECTION 2. Authority of Agents. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in each of the Industrial Park Agreements or which the Mayor, with the advice of the City attorney, deems necessary or desirable to effect the purposes thereof or to enable the City to perform its obligations hereunder or thereunder.

SECTION 3. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Alderman Ben Carver	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Patrick Miller	voted: _____
Vice-Mayor and Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the Board members present, the motion was declared passed by the Mayor on this the 19th day of September, 2017.

Lynn Spruill, Mayor

ATTEST:

City Clerk

(SEAL)

EXHIBIT “A”

Amended REDA Agreement

(see attached)

AMENDED AND RESTATED

REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT

This Amended and Restated Regional Economic Development Act Alliance Agreement (this “Agreement”) is made and entered into effective as the date specified in Section 11 hereof, by and between Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the “County”), the City of Starkville, acting by and through its Mayor and Board of Aldermen (the “City”) and the Oktibbeha County Economic Development Authority, acting by and through its Board of Trustees (“OCEDA” and together with the County and the City, each a “Party” and collectively, the “Parties”) and amends, restates and supersedes in its entirety the Regional Economic Development Act Alliance Agreement by and between the County and the City, which was approved by the Attorney General of the State of Mississippi on October 13, 2016, and filed of record on October 25, 2016 with the Chancery Clerk of the County and the Secretary of State of the State of Mississippi (the “Prior REDA Agreement”).

RECITALS:

WHEREAS, the OCEDA was authorized by, and formed by the County in accordance with, Chapter 880, Local and Private Laws of 1984 (House Bill No. 1070), as since amended (the “OCEDA Act”);

WHEREAS, the OCEDA Act describes the corporate purpose of the OCEDA as “an essential governmental function” and a “public purpose,” and provides that the members of the governing body of the OCEDA must subscribe to the oath of all public officers except judges and legislators, that such members may be compensated for travel; that public purchasing laws must be followed, and that general obligation bonds of the County may be issued to support projects of the OCEDA;

WHEREAS, given such provisions of the OCEDA Act, the OCEDA and other such economic development authorities established pursuant to Local and Private Laws containing such provisions each constitute a “political subdivision” of the State of Mississippi (the “State”) as such term is defined in such sections of the Code as Section 11-46-1(f) and Section 31-21-3, and as further contemplated by the Office of the Attorney General of the State in its opinion to Thomas D. Bourdeaux, dated May 16, 1990;

WHEREAS, effective as of July 1, 2017, the Regional Economic Development Act (the “REDA”), cited as Section 57-64-1 *et seq.*, of the Mississippi Code of 1972, as amended (the “Code”), was amended to permit other political subdivisions of the State, such as the OCEDA, to be a party to a regional economic development alliance formed in accordance with the REDA;

WHEREAS, the Parties hereto wish to enter into this Agreement in order to amend, restate and supersede the Prior REDA Agreement and to add the OCEDA as a party to this

Agreement; and

WHEREAS, this Agreement is intended by the parties hereto to supersede in its entirety the Prior REDA Agreement;

WHEREAS, the Board of Supervisors of the County is the duly elected and serving governing body of the County;

WHEREAS, the Mayor and Board of Aldermen of the City are the duly elected and serving governing body of the City;

WHEREAS, the Board of Trustees of the OCEDA is the duly elected and serving governing body of OCEDA;

WHEREAS, pursuant to the provisions of the Act, local government units (such as each the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of and revenues derived from a project and to, among other things, issue general obligation bonds to finance a project, and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

WHEREAS, the REDA provides that local governmental units of the State may, in connection with a "project" as defined by the REDA, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

WHEREAS, pursuant to the REDA, the development of a new industrial and technology park, including the acquisition of land and acquisition or construction of improvements to such land, constitutes a "project" for purposes of the REDA;

WHEREAS, each of the Parties hereto desires to enter into this Agreement, pursuant to the REDA and in accordance with other applicable Code sections, in order to set forth the respective duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

WHEREAS, approximately three (3) years ago, the County and the City each entered into a professional services agreement with the Golden Triangle Development LINK, a Mississippi nonprofit corporation (the "LINK") pursuant to which the LINK provided professional economic development services for the benefit of the County and the City (the "Original LINK Contract");

WHEREAS, effective on or about October 1, 2014, the County and the City terminated the Original LINK Contract and the County and the City (by means of an assignment) entered

into a new professional services agreement with the LINK pursuant to which it continues to provide professional economic development services for the benefit of the County and the City (the “LINK Contract”);

WHEREAS, in the course of performing its work in accordance with the LINK Contract, the LINK has recommended to the County, the City and the OCEDA that a new industrial and technology park located within both the County and the City (the “Project”) be developed in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding area of Mississippi commonly known as the Golden Triangle region;

WHEREAS, the Parties have recognized a need to develop the Project in the City and the County in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the Golden Triangle region;

WHEREAS, at the direction of the County and the City, the LINK searched for a suitable location within both the County and the City to locate the Project;

WHEREAS, the LINK has identified a suitable site to develop the Project within both the County and the City, and has entered into one or more assignable contracts for the option to purchase the real property parcels collectively comprising the approximately 380 +/- acres comprising the proposed Project site located immediately northwest of the intersection of Highway 82 and Highway 389 in the City and the County (the “Options”), and has estimated that the total expenditure required for the acquisition and development of the Project on such site, and the public infrastructure improvements associated therewith, will equal approximately Fourteen Million Dollars (\$14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs (e.g., clearing, grubbing and grading) included in the definition of “cost of project” as such term is defined in Code Section 57-64-7 (collectively, the “Project Costs”);

WHEREAS, in order to finance one-half of the Project Costs, the County desires to issue new, general obligation bonds of the County pursuant to Code Sections 19-9-1 through 19-9-31 and 57-64-15 in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the “County Bonds”);

WHEREAS, in order to finance the remaining one-half of the Project Costs, the City desires to issue new, general obligation bonds of the City pursuant to Code Sections 21-33-301

through 21-33-329 and 57-64-15 in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the “City Bonds”);

WHEREAS, each of the Parties desires that the OCEDA own title to the real property comprising the Project, subject to the terms and conditions of this Agreements, and that, upon completion of the Project, that OCEDA operate and maintain the new industrial park;

WHEREAS, each of the Parties further desires that the OCEDA be permitted, but not obligated, to contribute money and other resources towards the Project Costs; provided however in no event shall OCEDA receive any of the revenue generated by the Project except for any such tax revenues that OCEDA would be otherwise be entitled to receive from the Project if the OCEDA were not a Party to this Agreement;

WHEREAS, the Parties each desire that the LINK continue to make recommendations and advise the Parties regarding the development and operation of the Project by continuing to oversee the development of all plats, layouts, conceptual drawings, right-of-ways and other plans and specifications, the selection of various professional service providers including, without limitation, engineering service providers, and the recruitment of tenants to the Project after its development, all in furtherance of the LINK’s obligations under the LINK Contract and all subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Parties further desire to enter into this Agreement to set forth the various rights, responsibilities and duties of each Party and to set forth the terms and conditions for the development and operation of the Project;

WHEREAS, it is in the best interests of the citizens of the County that the County enter into and execute the Agreement;

WHEREAS, it is in the best interests of the citizens of the City that the City enter into and execute the Agreement; and

WHEREAS, it is in the best interests of the members of OCEDA that OCEDA enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE COUNTY, THE CITY AND OCEDA, THE COUNTY, THE CITY AND OCEDA DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.

SECTION 3. Organization; Statutory Authority. The alliance formed by the Parties by this agreement (the “Alliance”) shall be governed by a board that is a separate legal and/or administrative entity (the “Alliance Board”) that shall at all times consist of the then current President of the County Board of Supervisors, the Mayor of the City and the President of the OCEDA Board of Trustees. The Alliance Board shall have any and all powers granted unto it under and pursuant to the REDA. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the OCEDA board by Chapter 880, Local and Private Laws of the State of Mississippi of 1984, as amended. The County and the City are authorized by the REDA and by Title 19 and Title 21 of the Code, respectively, to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The City shall submit, on behalf of the County, the City and OCEDA, an amended application to the Mississippi Development Authority for an amended or a new certificate of public convenience and necessity authorizing the addition of the OCEDA to the Alliance in connection with the Project and this amended and restated Agreement in connection therewith.

SECTION 4. Financing, Staffing and Supplying.

(a) The Alliance shall be financed as a joint undertaking of the County and the City in accordance with the terms and conditions of this Agreement. Fifty percent (50%) of the Project Costs shall be paid by the County and the remaining fifty percent (50%) of the Project Costs shall be paid by the City; provided, however, that each Party’s obligation to pay its fifty percent (50%) of the Project Costs shall not exceed Seven Million and 00/100 Dollars (\$7,000,000.00) unless the Parties otherwise mutually agree in writing. Notwithstanding the previous two sentences of this Section 4(a), upon the mutual consent of each Party, the OCEDA may, but shall have no obligation to, contribute proceeds to the financing of the Alliance and/or the Project Costs. All of the staffing pertaining to the acquisition, construction, development and/or tenant recruitment for the Project will be provided by the LINK in accordance with LINK Contract. The Parties hereby designate and authorize the Alliance Board to confer with, and solicit the advice and recommendations, of the LINK with respect to the acquisition and development of the Project, and to exercise all powers needed to carry out and assist in such acquisition and development thereof. The Alliance Board shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers or employees of one or more Parties to grant such approvals to the extent such invoices and/or other payments of Project Costs fall within the Project budget prepared in accordance with Section 4(b) hereof. Following such approval, the City shall remit its fifty-percent (50%) share of the Project Costs to the County and the County shall pay such invoices and/or other payment obligations.

(b) The Alliance Board, with assistance from the LINK in accordance with the LINK Contract, shall establish a budget for the Project; provided, however, that the total budget for the

Project shall not exceed Fourteen Million and 00/100 Dollars (\$14,000,000.00) without the prior consent of the Parties. The County Administrator of the County, or such other official of the County as shall be designated by the County with notice to the City, is hereby designated to receive, disburse and account for all funds of the Alliance.

SECTION 5. Operation of Alliance and the Project. The operation of the Alliance and the acquisition, construction and development of the Project shall be carried out by the Alliance Board as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the REDA. Upon completion of the acquisition, construction and development of the Project, the Project shall be thereafter operated and maintained by the OCEDA at its cost and expense as authorized by the OCEDA Act, provided, however, that (a) the City shall be responsible for providing and maintaining the public roads, public utilities and related publicly-owned improvements located on the Project site or otherwise serving the Project because the Project is located within the municipal boundaries of the City; and (b) the City and County may each further contribute such additional funding for the on-going operation and maintenance of the Project as each such Party may desire from time to time and as permitted by applicable law. Notwithstanding any other provision of this Agreement to the contrary, the OCEDA shall not sell, lease, grant, convey, hypothecate, encumber or otherwise transfer all or any portion of the property comprising the Project or any interest therein to any third-party unless the OCEDA first obtains the written consent of the City and the County. Furthermore, the OCEDA shall, upon the written direction of both the City and the County and to the fullest extent permitted by applicable law, including without limitation the OCEDA Act, sell, lease, grant, convey, hypothecate, encumber or otherwise transfer all or any portion of the property comprising the Project or any interest therein to either the City or the County, the City and the County jointly, one or more other political subdivisions of the State or such other third-party or third-parties, as the City and the County may mutually designate from time to time.

SECTION 6. Termination; Disposition of Property. This Agreement shall terminate only upon the mutual written agreement of the City and the County. There will be no property owned by the Alliance, and upon the mutual termination of this Agreement by the City and the County, the OCEDA hereby agrees that it shall, upon receipt of the mutual agreement and written direction of the City and the County, transfer and convey any Project property owned by the OCEDA to either the City or the County, or the City and the County jointly, or to such other political subdivision(s) of the State that the City and County may mutually designate as the transferee.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the REDA; provided, however, that the City and the County may amend this Agreement in the same such manner (*i.e.*, in writing and pursuant to the provisions of the REDA)

without the consent of the OCEDA if such amendment in no way imposes additional obligations (either monetary or non-monetary obligations) on the OCEDA.

SECTION 8. Administration of Issuance of Bonds. The County shall issue and administer the County Bonds, and the City shall issue and administer the City Bonds subject to Section 4 hereof.

SECTION 9. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.

(a) Subject to Sections 5 and 6 hereof, all property for the Project including, but not limited to, the property subject to the Options, shall be acquired, held and disposed of by the OCEDA. The Alliance Board shall direct the LINK, pursuant to the LINK Contract, to assign the Options to the OCEDA to the extent that such assignments have not already occurred. Notwithstanding the foregoing, those portions of the Project-related property acquired by the OCEDA which are needed for the construction and installation of public improvements to be owned and maintained by the City (e.g., public roads, public utilities, etc.) shall be conveyed by deed, easement or other such transfer to the City at no cost thereto to the extent that such property must be owned or controlled by the City in order for the City to provide and maintain such public improvements thereon.

(b) The Parties shall have the right, upon request, to review all plans, specifications and expenditures for all Project Costs. Furthermore, the Parties shall have access to all records pertaining to the Project.

(c) Each Party shall grant any necessary easements on property on which such Party can grant such rights to aid in the development of the Project.

SECTION 10. Revenues from the Project. Any revenues from the Project shall be allocated in accordance with the laws of the State, including, but not limited to, Title 19, Title 21 and Title 27 of the Code. Notwithstanding any other provision of this Agreement to the contrary, the OCEDA shall not be entitled to any revenue from the Project solely by virtue of this Agreement and, instead, shall only be entitled to such revenues from the Project that it would be entitled to if were not a Party hereto.

SECTION 11. Effective Date; Approvals; Filing. This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Mississippi Attorney General has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the Mississippi Development Authority, and (d) this Agreement has been filed with the Chancery Clerk of Oktibbeha County, Mississippi and the Mississippi Secretary of State.

WITNESS the signatures of the duly authorized officers of the County, the City and OCEDA as of the date first above written.

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Orlando Trainer,
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)

Date: _____

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Lynn Spruill,
Mayor

ATTEST:

City Clerk

(SEAL)

Date: _____

OKTIBBEHA COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Jack Wallace,
President, Board of Trustees

ATTEST:

Secretary/Treasurer

Date: _____

EXHIBIT “B”

Atmos MOU

(see attached)

**NATURAL GAS PIPELINE PROJECT
MEMORANDUM OF UNDERSTANDING**

This Natural Gas Pipeline Project Memorandum of Understanding (this "MOU") is made and entered into, effective as of the date executed by the last party hereto that signs this MOU, by and between Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Starkville, acting by and through its Mayor and Board of Aldermen (the "City") the Oktibbeha County Economic Development Authority, acting by and through its Board of Trustees ("OCEDA" and together with the County and the City, each a "Pipeline Beneficiary" and collectively, the "Pipeline Beneficiaries") and Atmos Energy Corporation ("Atmos").

RECITALS:

WHEREAS, the Pipeline Beneficiaries have recognized a need to develop a new industrial and technology park within both the County and the City (the "New Industrial Park") in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding area of Mississippi commonly known as the Golden Triangle region;

WHEREAS, at the direction of the County and the City, the Golden Triangle Development LINK (the "LINK") searched for a suitable location within both the County and the City to locate the New Industrial Park;

WHEREAS, the LINK identified a suitable site to develop the New Industrial Park within both the County and the City, and entered into one or more assignable contracts for the option to purchase the real property parcels collectively comprising the approximately 360 +/- acres comprising the proposed New Industrial Park site located immediately northwest of the intersection of Highway 82 and Highway 389 in the City and the County (the "Options"), and has estimated that the total expenditure required for the acquisition and development of the New Industrial Park on such site, and the public infrastructure improvements associated therewith, will equal approximately Fourteen Million Dollars (\$14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs (e.g., clearing, grubbing and grading) included in the definition of "cost of project" as such term is defined in Code Section 57-64-7 (collectively, the "New Park Costs");

WHEREAS, in order to finance one-half of the New Park Costs, the County has adopted a resolution of intent to issue and sell, and subsequently adopted a resolution directing the sale of, new, general obligation bonds of the County pursuant to Sections 19-9-1 through 19-9-31 and 57-64-15 of the Mississippi Code of 1972, as amended, in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the "County Bonds");

WHEREAS, in order to finance the remaining one-half of the New Park Costs, the City has also adopted a resolution of intent to issue and sell, and subsequently adopted a resolution directing the sale of, new, general obligation bonds of the City pursuant to Sections 21-33-301 through 21-33-329 and 57-64-15 of the Mississippi Code of 1972, as amended, in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the "City Bonds," and together with the County Bonds, the "Bonds");

WHEREAS, each of the Pipeline Beneficiaries desire that the OCEDA own title to the real property comprising the New Industrial Park, subject to the terms and conditions of a Regional Economic Development Alliance Agreement between the Pipeline Beneficiaries, and that, upon completion of the construction and development of the New Industrial Park by the Pipeline Beneficiaries, that OCEDA operate and maintain the New Industrial Park;

WHEREAS, natural gas is not currently available to the properties comprising the New Industrial Park, and the Pipeline Beneficiaries and Atmos desire that Atmos fund, construct and install a new natural gas pipeline to the New Industrial Park to ensure an adequate availability of natural gas to new industrial and other commercial enterprises locating new facilities therein and to create new natural gas customers for Atmos; and

WHEREAS, the commitments of Atmos set forth in this MOU to fund, construct and install the new natural gas pipeline to the New Industrial Park, as contemplated in this MOU, are material inducements to the decisions of the County and the City to issue and sell the Bonds and invest the \$14,000,000 in proceeds therefrom in the construction and development of the New Industrial Park.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION 1. Purpose. The purpose of this MOU is to define and specify the commitments of Atmos with respect to the timely funding, construction and installation of a new natural gas pipeline, as more fully described herein (the "Pipeline"), which will connect the New Industrial Park with the Texas Eastern Transmission ("TETCO") pipeline located more than twelve (12) miles northwest of the New Industrial Park site in order to serve new industrial or other commercial enterprises locating their facilities in the New Industrial Park.

SECTION 2. New Natural Gas Pipeline Project.

(a) Pipeline Approval and General Progress To Date. Atmos has already completed a detailed analysis of, and cost estimate for, the Pipeline route that will connect the New Industrial Park site with Atmos' natural gas distribution system located at its existing interconnect with the TETCO pipeline located in Clay County, Mississippi. As of the effective date of this MOU, Atmos estimates that the Pipeline will require the construction of approximately 12.5 miles of new gas pipeline at a cost of approximately \$13,400,000, which amount will be funded or caused by Atmos to be funded during 2017 and 2018, subject to the conditions specified in this MOU. In October, 2016, Atmos submitted its petition to the Mississippi Public Utilities Staff (the "MPUS") requesting approval by the Mississippi

Public Service Commission (the "MPSC") for Atmos to exceed its annual Supplemental Growth Rider (SGR) capital expenditure limits in both 2017 and 2018 in order to provide the necessary funding for the Pipeline to support the construction and development of the New Industrial Park by the Pipeline Beneficiaries. The MPSC has since issued its Order approving such petition by Atmos subject to the conditions described herein, and has authorized Atmos to expend the necessary funds in 2017 and 2018 to fund, and take all relevant actions to complete, Phases 1, 2 and 3 of the Pipeline as described as in subsection (b) below.

(b) (i) Phase 1. Atmos has already completed engineering, design and survey work necessary for the construction and installation of the entirety of the Pipeline. Such work was completed by Atmos in March, 2017.

(ii) Phase 2. Atmos has also already commenced the acquisition of all of the easements and right-of-way necessary to construct and install the entirety of the Pipeline. As of the effective date of this MOU, more than eighty percent (80%) of all of the easements and rights-of-way necessary for the Pipeline has been acquired by Atmos, including one hundred percent (100%) of such easements and rights-of-way needed in Clay County, Mississippi. Atmos will continue to negotiate with the owners of the remaining easements and rights-of-way necessary for the Project in the County and estimates that such remaining easements and rights-of-way will be acquired on or before November 30, 2017; provided, however, that acquisition of such remaining easements and rights-of-way may require additional time if such negotiations by Atmos are ultimately unsuccessful and Atmos must acquire such easements and rights-of-way via statutory condemnation (*i.e.*, eminent domain) proceedings.

(iii) Phase 3. Subject to any unforeseen weather-related delays, Atmos will complete the construction and installation of that approximately 2.4 mile portion of the Pipeline that will connect Atmos' existing interconnect with the TETCO pipeline located in Clay County, Mississippi to a location just south of Pheba, Mississippi, near the border between Clay County, Mississippi, and the County (*i.e.*, approximately ten (10) miles northwest of the New Industrial Park site) (the "Phase 3 Terminus").

(c) Final Phase (Phase 4) of the Pipeline. The final phase of the Pipeline (*i.e.*, Phase 4) will be the construction and installation of the remaining ten (10) miles of the Pipeline connecting the Phase 3 Terminus with the New Industrial Park site. The MPSC has not yet approved any expenditures by Atmos for such construction and installation of said final portion of the Pipeline, except for those expenditures described in subsections (b)(i) and (b)(ii) immediately above (*i.e.*, Phases 1 and 2); provided, however, that the MPSC has directed Atmos to submit a supplemental petition to the MPSC requesting approval therefrom for Atmos to exceed its annual Supplemental Growth Rider (SGR) capital expenditure limits in 2018 and/or the applicable subsequent year(s) in order to provide the necessary funding to complete Phase 4 of the Pipeline once one or more of the Pipeline Beneficiaries has entered into a definitive agreement with an industrial or other commercial enterprise for such enterprise to construct a new facility within the New Industrial Park that will use natural gas provided by Atmos. Within thirty (30) days following the execution of such definitive agreement by the parties thereto, Atmos will submit such supplemental petition to the MPSC requesting authority to complete Phase 4 of the Pipeline and expend the necessary funds therefor. Upon approval of such supplemental petition by the MPSC, Atmos will make every effort to complete Phase 4 of the Pipeline within six (6) months following such approval, subject to any unforeseen weather-related delays.

SECTION 3. On-going Progress Reports. Atmos will continue to provide the LINK with updates of Atmos' progress on the Pipeline so that the LINK may apprise the Pipeline Beneficiaries of such progress. To the extent that any of the dates or durations projected by Atmos herein with respect to the completion of Phases 2, 3 or 4 of the Pipeline are reasonably expected by Atmos to require more time than projected herein, Atmos will promptly notify the LINK. Similarly, the Pipeline Beneficiaries shall direct the LINK to continue to provide Atmos with updates on the progress of the funding, construction and development of the New Industrial Park.

SECTION 4. Miscellaneous.

(a) The captions and headings of this Agreement are for convenience only, and are not to be construed as a part of this Agreement, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

(b) This MOU may not be amended or otherwise modified except by an instrument signed by all of the Parties hereto.

(c) This MOU may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This MOU may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this MOU has been duly executed by each of the undersigned Parties on the respective date(s) set forth below each such Parties.

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Orlando Trainer,
President, Board of Supervisors

Date: _____, 2017

ATTEST:

Clerk, Board of Supervisors

(SEAL)

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Lynn Spruill,
Mayor

Date: _____, 2017

ATTEST:

City Clerk

(SEAL)

**OKTIBBEHA COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Jack Wallace,
President, Board of Directors

Date: _____, 2017

ATTEST:

Secretary/Treasurer

ATMOS ENERGY CORPORATION

By: Bob Kerley
Print Name: Bob Kerley
Title: VP MARKETING

Date: 9-11, 2017

EXHIBIT “C”

Substation MOU

(see attached)

**ELECTRICAL POWER SUBSTATION PROJECT
MEMORANDUM OF UNDERSTANDING**

This Electrical Power Substation Project Memorandum of Understanding (this "MOU") is made and entered into, effective as of the date executed by the last party hereto that signs this MOU, by and between Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Starkville, acting by and through its Mayor and Board of Aldermen (the "City") the Oktibbeha County Economic Development Authority, acting by and through its Board of Trustees ("OCEDA" and together with the County and the City, each a "Substation Beneficiary" and collectively, the "Substation Beneficiaries") and 4-County Electric Power Association ("4-County").

RECITALS:

WHEREAS, the Substation Beneficiaries have recognized a need to develop a new industrial and technology park within both the County and the City (the "New Industrial Park") in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding area of Mississippi commonly known as the Golden Triangle region;

WHEREAS, at the direction of the County and the City, the Golden Triangle Development LINK (the "LINK") searched for a suitable location within both the County and the City to locate the New Industrial Park;

WHEREAS, the LINK identified a suitable site to develop the New Industrial Park within both the County and the City, and entered into one or more assignable contracts for the option to purchase the real property parcels collectively comprising the approximately 360 +/- acres comprising the proposed New Industrial Park site located immediately northwest of the intersection of Highway 82 and Highway 389 in the City and the County (the "Options"), and has estimated that the total expenditure required for the acquisition and development of the New Industrial Park on such site, and the public infrastructure improvements associated therewith, will equal approximately Fourteen Million Dollars (\$14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs (e.g., clearing, grubbing and grading) included in the definition of "cost of project" as such term is defined in Code Section 57-64-7 (collectively, the "New Park Costs");

WHEREAS, in order to finance one-half of the New Park Costs, the County has adopted a resolution of intent to issue and sell, and subsequently adopted a resolution directing the sale of, new, general obligation bonds of the County pursuant to Sections 19-9-1 through 19-9-31 and 57-64-15 of the Mississippi Code of 1972, as amended, in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the "County Bonds");

WHEREAS, in order to finance the remaining one-half of the New Park Costs, the City has also adopted a resolution of intent to issue and sell, and subsequently adopted a resolution directing the sale of, new, general obligation bonds of the City pursuant to Sections 21-33-301 through 21-33-329 and 57-64-15 of the Mississippi Code of 1972, as amended, in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the "City Bonds," and together with the County Bonds, the "Bonds");

WHEREAS, each of the Substation Beneficiaries desire that the OCEDA own title to the real property comprising the New Industrial Park, subject to the terms and conditions of a Regional Economic Development Alliance Agreement between the Substation Beneficiaries, and that, upon completion of the construction and development of the New Industrial Park by the Substation Beneficiaries, that OCEDA operate and maintain the New Industrial Park;

WHEREAS, the current supply of electrical power available to the properties comprising the New Industrial Park is materially insufficient to serve new industrial enterprises anticipated to locate new facilities therein;

WHEREAS, the OCEDA owns an approximately 2.16 acre, more or less, parcel of land which is located immediately north of Sudduth Road (i.e., the northern boundary of the New Industrial Park) and is more particularly described in **Exhibit "A"** attached hereto (the "OCEDA Parcel");

WHEREAS, the OCEDA is working with the Starkville Oktibbeha Consolidated School District (the "SOCSD") to acquire, for industrial purposes, an approximately 2.86 acre, more or less, parcel of 16th Section land located immediately north and adjacent to the OCEDA Parcel, which 16th Section parcel is more particularly described in **Exhibit "B"** attached hereto (the "SOCSD Parcel", and together with the OCEDA Parcel, the "Substation Parcel");

WHEREAS, upon the acquisition by the OCEDA of the SOCSD Parcel, the Substation Beneficiaries and 4-County desire that 4-County, in cooperation with the Tennessee Valley Authority, fund, construct and install on the Substation Parcel a new 161 kV electrical power substation with transmission service capable of providing up to sixty (60) megawatts of electrical power to the New Industrial Park (the "Substation");

WHEREAS, the Substation Beneficiaries anticipate that the New Industrial Park, if served by the new substation contemplated by this MOU, will induce new industrial and other commercial enterprises to locate new facilities therein resulting in new capital investments, and new jobs, in the City and the County and new electrical power customers for 4-County; and

WHEREAS, the commitments of 4-County set forth in this MOU to fund, construct and install the new electrical power substation that will serve the New Industrial Park, as contemplated in this MOU, are material inducements to the decisions of the County and the City to issue and sell the Bonds and invest the \$14,000,000 in proceeds therefrom in the construction and development of the New Industrial Park.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION 1. Purpose. The purpose of this MOU is to define and specify the commitments of (a) the OCEDA with respect to its acquisition of the SOCSO Parcel and the subsequent conveyance thereby of the entire Substation Parcel to 4-County, and (b) 4-County with respect to the timely funding, construction and installation of the Substation on the Substation Parcel, which will serve new industrial enterprises locating their facilities in the New Industrial Park.

SECTION 2. Substation Parcel. In consideration of the commitments of 4-County set forth herein, the OCEDA shall use commercially reasonable best efforts to cause SOCSO to sell for industrial purposes the SOCSO Parcel to the OCEDA at the fair market appraised value thereof in accordance with Section 29-3-29 of the Mississippi Code of 192, amended. Upon the acquisition by the OCEDA of the SOCSO Parcel, the OCEDA shall convey by deed the entire Substation Parcel to 4-County in exchange only for 4-County agreements made herein to construct the new Substation on such parcel. Prior to such conveyance of the Substation Parcel to 4-County, 4-County shall provide the Substation Beneficiaries with an estimate of the costs to acquire fill materials (e.g., gravel, soil, etc.) necessary to fill and level the Substation Parcel, and upon the installation of such fill materials, the leveling and grading of the Substation Parcel (the "Substation Site Work"). To the extent that the Site Substation Work can (a) be performed by 4-County or one or more contractors retained thereby, and (b) the City and the County may legally provide funds from the Bonds to 4-County or its contractor(s) to pay the costs of such work, the City and County shall, subject to this Section 2, remit such funds to 4-County or its contractor(s), as applicable, upon receipt of invoices for the Substation Site Work and written certification from 4-County that such Substation Site Work was performed in accordance with 4-County's plans and specifications for the Substation; provided, however, if the City and County are prohibited by applicable law from providing such funds from the Bonds directly to 4-County to pay for Substation Site Work, the City and the County agree that, subject to the conditions set forth immediately below, the City and the County will perform or cause to be performed the Substation Site Work in accordance with any applicable public procurement and/or contracting laws. Notwithstanding the foregoing, the City and the County agree to fund the cost of the Substation Site Work in an amount not to exceed the current projected and budgeted estimate of \$450,000.00 (with such amount to be split evenly between the City and the County); provided, however, in the event that 4-County determines that the actual cost of the Substation Site Work will exceed such amount, it shall notify the Substation Beneficiaries of the revised cost estimate for the Substation Site Work. To the extent that the City and the County can fund the incremental and reasonable cost of the Substation Site Work (i.e., the difference between the revised cost estimate and \$450,000.00) using proceeds of the Bonds not otherwise necessary to fund other budgeted costs of the New Industrial Park, the City and the County hereby agree to provide such additional funding in an amount to be mutually agreed upon by the City, the County and 4-County.

SECTION 3. New Substation Transmission Service. Upon conveyance by the OCEDA of the Substation Parcel to 4-County in accordance with Section 2, (a) 4-County and the Tennessee Valley

Authority ("TVA") have agreed in writing that, in connection with the construction of the Substation by 4-County, TVA will construct a 161-kV transmission tapline and related facilities (the "Infrastructure") for transmission service from TVA's transmission lines located on the Substation Parcel to the New Substation. Subject to the obligations of the Substation Beneficiaries set forth in Section 2 hereof, 4-County also agrees that it will cause the Substation Parcel to be leveled as necessary for the construction of the Substation thereon, as well as cause the installation of security fencing and rock materials (e.g., slag) as required by TVA in order to construct its Infrastructure. 4-County has also agreed to make monthly milestone payments to TVA for a period of fourteen (14) months beginning with the date of its first payment to TVA. 4-County hereby represents that TVA based such milestone payments to correspond with the fourteen (14) month period estimated by TVA as the time period required in order for TVA to complete the installation of the Infrastructure. At any time in the future whenever a Substation transformer is energized, 4-County hereby represents that TVA has agreed to reimburse 4-County for the milestone payments made to fund TVA's design and construction of the Infrastructure.

SECTION 4. New Substation Project. In cooperation with TVA's construction of the Infrastructure to the New Substation, 4-County will install a substation fence around the substation site and will place rock on the site to help protect the site from soil erosion. 4-County will also commence preparation of the Substation design and specifications during the period of time that TVA constructs the Infrastructure and 4-County will be prepared to solicit construction bids for the completion of the Substation on or before the date that the Infrastructure is completed by TVA; provided, however, no other work will be undertaken by 4-County to complete the Substation until such time that one or more of the Substation Beneficiaries has entered into a definitive agreement with an industrial or other commercial enterprise for such enterprise to construct a new facility within the New Industrial Park that will use electrical power provided by 4-County. Except to the extent that adverse weather conditions necessitate a longer construction period and subject to the obligations of the Substation Beneficiaries set forth in Section 2 hereof and completion of the Infrastructure by TVA, 4-County will, within the six (6) month period immediately following the execution of "Keep Whole Agreement" with 4-County by any such enterprise proposing to construct a new facility within the New Industrial Park, construct and install the Substation on the Substation Parcel; provided, however, that the transformer(s) needed for the Substation to provide up to sixty (60) megawatts of electrical power (the "Transformers") will likely require up to twelve (12) months to be manufactured and installed on the Substation Parcel. Notwithstanding the foregoing, within thirty (30) days following the execution of such Keep Whole Agreement by any such enterprise proposing to construct a new facility within the New Industrial Park, 4-County will receive and evaluate bids and place an order for the Transformer(s) at the Substation as needed. 4-County has a portable transformer with a twenty (20) megawatt capacity that it can and will use as needed to fulfill the initial power requirements for said new industrial or commercial enterprise while waiting for the delivery and installation of the permanent Transformer(s) and to provide firm capacity for the Substation for up to twenty (20) megawatts when only one (1) permanent Transformer is installed. When the electrical load served by the Substation exceeds twenty (20) megawatts, 4-County will install the second Transformer.

SECTION 5. On-going Progress Reports. 4-County will continue to provide the LINK with updates of 4-County' progress on the Substation so that the LINK may apprise the Substation Beneficiaries of such progress. To the extent that any of the dates or durations projected by 4-County herein with respect to the completion of Phases 2, 3 or 4 of the Pipeline are reasonably expected by 4-County to require more time than projected herein, 4-County will promptly notify the LINK. Similarly, the Substation Beneficiaries shall direct the LINK to continue to provide 4-County with updates concerning the acquisition by the OCEDA of the SOCSO Parcel and on the progress of the funding, construction and development of the New Industrial Park.

SECTION 6. Miscellaneous.

(a) The captions and headings of this Agreement are for convenience only, and are not to be construed as a part of this Agreement, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

(b) This MOU may not be amended or otherwise modified except by an instrument signed by all of the Parties hereto.

(c) This MOU may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This MOU may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this MOU has been duly executed by each of the undersigned Parties on the respective date(s) set forth below each such Parties.

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Orlando Trainer,
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)

Date: _____, 2017

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Lynn Spruill,
Mayor

ATTEST:

City Clerk

(SEAL)

Date: _____, 2017

**OKTIBBEHA COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Jack Wallace,
President, Board of Directors

ATTEST:

Secretary/Treasurer

Date: _____, 2017

4-COUNTY ELECTRIC POWER ASSOCIATION

By: Joe B. Cade
Joe B. Cade
CEO

ATTEST:

Emily R. Bratton
Executive Assistant to the CEO

(SEAL)

Date: 9/11/2017, 2017

EXHIBIT "A"
Legal Description of OCEDA Parcel

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, using a scale factor of 0.999950004237 and a grid to geodetic azimuth angle of (-) 00 degrees 00 minutes 12.54 seconds developed at the approximate center of the following described parcel.

Commencing at a found 1" pipe at the Northwest corner of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi; thence South 89 degrees 57 minutes 56 seconds East a distance of 1389.63 feet to a found ½" rebar said point being the Point of Beginning of the herein described tract; thence South 00 degrees 06 minutes 07 seconds West a distance of 118.18 feet to a found ½" rebar on the North right of way of a road known as Sudduth Road; thence, along the North right of way of said road, the following calls and distances: North 89 degrees 16 minutes 41 seconds East a distance of 18.26 feet to a found ½" rebar; South 72 degrees 35 minutes 05 seconds East a distance of 80.03 feet to a set ½" rebar; South 64 degrees 43 minutes 11 seconds East a distance of 60.51 feet to a set ½" rebar; South 55 degrees 30 minutes 16 seconds East a distance of 85.36 feet to a set ½" rebar; South 57 degrees 54 minutes 38 seconds East a distance of 73.90 feet to a found ½" rebar; South 63 degrees 00 minutes 05 seconds East a distance of 172.32 feet to a set ½" rebar; thence, leaving the North right of way of said road, North 00 degrees 06 minutes 07 seconds East a distance of 332.97 feet to a set 1/2" rebar; thence North 89 degrees 55 minutes 13 seconds West a distance of 436.22 feet to the Point of Beginning, containing 2.16 acres, more or less, and lying in the Northwest Quarter of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

EXHIBIT "B"
Legal Description of SOCSD Parcel

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, using a scale factor of 0.999950004237 and a grid to geodetic azimuth angle of (-) 00 degrees 00 minutes 12.54 seconds developed at the approximate center of the following described parcel.

Commencing at a found 1" pipe at the Northwest corner of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi; thence South 89 degrees 57 minutes 56 seconds East a distance of 1,389.63 feet to a found ½" rebar said point being the Point of Beginning of the herein described tract; thence South 89 degrees 55 minutes 13 seconds East a distance of 436.22 feet to a set ½" rebar; thence North 00 degrees 06 minutes 07 seconds East a distance of 265.16 feet to a set ½" rebar on the North side of a 150 feet wide transmission line easement granted to the Tennessee Valley Authority located in Deed Book 385 at Page 390 on file in the Chancery Clerk's Office of Oktibbeha County, Mississippi; thence, along the North line of said easement, North 84 degrees 36 minutes 46 seconds West a distance of 438.08 feet to a set ½" rebar; thence leaving the North line of said easement, South 00 degrees 06 minutes 07 seconds West a distance of 305.69 feet to the Point of Beginning, containing 2.86 acres, more or less, and lying in the Southwest Quarter of Section 16, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

SUBJECT TO a 150 feet transmission line easement lying 75 feet on each side of the center line of a transmission line location granted to the Tennessee Valley Authority located in Deed Book 385 at Page 390 on file in the Chancery Clerk's Office of Oktibbeha County, Mississippi being more particularly described as follows:

A strip of land lying 75 feet left and 75 feet right of the following described centerline, the side lines of said strip to be shortened or lengthened to terminate at the adjoining property lines;

Commencing at a found 1" pipe at the Northwest corner of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi; thence South 89 degrees 57 minutes 56 seconds East a distance of 1,389.63 feet to a found ½" rebar; thence North 00 degrees 06 minutes 07 seconds East a distance of 230.37 feet to the Point of Beginning of the herein described centerline; thence South 84 degrees 36 minutes 46 seconds East a distance of 438.08 feet to a point on the East line of the aforementioned tract, said point being the point of terminus of centerline of said easement. Said easement being located in the Southwest Quarter of Section 16, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

EXHIBIT “D”

MTC MOU

(see attached)

WHEREAS, the existing surface of the access road is gravel and the City has requested that the road be paved for use as access into the industrial development site, and the MTC desires that future maintenance of the access road be the responsibility of the City.

NOW THEREFORE, for and in consideration of the premises and agreements contained herein, and the benefits accruing to each, MTC and the City mutually agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The duties and responsibilities of the City are as follows:
1. Upon the completion of the paving of the surface of the access road, the City shall assume responsibility for all maintenance of said access road.
 2. The City shall accept and record the deeds to all right-of-way conveyed by the MTC to the City for said access road.
- B. The duties and responsibilities of the MTC are as follows:
1. The MTC shall apply 4 to 5 inches of asphalt to the surface of the existing road and reestablish remaining shoulders in close conformity to the profile shown on Sheet No. 25.1 of the project plans for Project SDP-011-3(64).
 2. Upon completion of the work performed by the MTC in accordance with subsection (B)(1) herein and the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, the MTC shall deed the right-of-way that was obtained for the purpose of constructing this access road to the City.

ARTICLE II. GENERAL PROVISIONS

- A. The MTC and the City further agree to the following:
1. Both parties hereto agree that this document constitutes the entire agreement between such parties and that there are no other agreements, oral or written, between such parties with respect to the specific subject matter described in this Agreement.

2. The MTC executes its orders and directives through the MDOT. All notices and correspondence with the MTC shall be directed to the designated agent thereof shown below. Similarly, the City executes all of its orders and directives through the Office of the Mayor of the City of Starkville. All notices and correspondence with the City shall be directed to the agent thereof shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through such designated agents and signed by the parties hereto before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

MISSISSIPPI TRANSPORTATION COMMISSION

Melinda L. McGrath, PE

Executive Director

MS Department of Transportation

Post Office Box 1850

Jackson, MS 39215-1850

Tele: (601) 359-7002

Fax: (601) 359-7050

CITY OF STARKVILLE, MISSISSIPPI

Lynn Spruill

Mayor

110 West Main Street

Starkville, MS 39759

Tele: (662) 323-2525

3. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page

[Signature Page Follows]

AND NOW, having agreed as set out in the above three (3) pages, MDOT has executed this Agreement on this _____ day of September, 2017.

MISSISSIPPI TRANSPORTATION COMMISSION

By: _____
Melinda L. McGrath, PE
Executive Director
MS Department of Transportation

AND NOW, having agreed as set out in the above three (3) pages, the City has executed this Agreement on this _____ day of September, 2017.

THE CITY OF STARKVILLE, MS

By: _____
Lynn Spruill, Mayor
City of Starkville

EXHIBIT “E”

Environmental Services Agreement

(see attached)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into effective as of the ____ day of _____, 2017 (the "Effective Date") by and between Headwaters, Inc., with its corporate office having an address of P.O. Box 2836, Ridgeland, MS 39158, ("Consultant") and Oktibbeha County Board of Supervisors having an address at 101 E. Main Street, Starkville, MS 39759 (the "County"), the City of Starkville having an address at 110 West Main Street, Starkville, MS 39759 (the "City" and together with the County, the "Client"), and the Oktibbeha County Economic Development Authority having an address at 200 East Main Street, Starkville, MS 39759 ("OCEDA"). Consultant, Client and OCEDA are sometimes referred to herein individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Consultant is an independent contractor responsible for the means and methods used in performing the services under this Agreement and is neither a partner, joint venturer, employee, or agent of Client; and

WHEREAS, Consultant is in the business of providing environmental consulting, natural resource management, permitting and related services; and

WHEREAS, Client desires that Consultant provide one or more of these services for Client;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

SECTION 1. Scope of Services and Compensation.

(a) Scope of Services. Subject to the terms of this Agreement, Client agrees to engage Consultant for the performance of the services more particularly described in the "Scope of Services and Compensation attached hereto as Exhibit A. This Agreement only applies to services indentified in the Scope of Services and Compensation. Any additional sevices or work product may be provied by Consultant to Client only upon mutually agreed terms set forth in a separate agreement or an amendement to this Agreement by the Parties.

(b) Fees; Reimbursment of Expenses. The City and the County shall share compensation to Consultant on an equal basis of 50% each per the amount provided in Exhibit A. The compensation shall be the only payments made by the City and the County to Consultant under this Agreement. Unless otherwise indicated in Exhibit A, Consultant shall issue a monthly invoice to each of the City and the County for the work performed under the terms of this Agreement. Payment in full for work shall be due from each of the City and the County within thirty (30) days of each such Party's receipt, and after obtaining any necessary approvals, of the applicable invoice. Notwithstanding the preceding provisions of this subsection (b), Consultant understands and acknowledges that the City and the County intend to evenly split between the two of them the payments due to Consultant per this Agreement. Consequently, Consultant shall provide copies

of all invoices and any other requests for payments to both the City and the County and each shall be responsible for remitting to Consultant fifty (50%) of the amount due; provided, however, if one hundred percent (100%) of any amount due is not timely paid in accordance herewith (whether paid in separate, equal amounts by the City and the County or otherwise paid by either or both of the City and County), Consultant shall have the right to terminate this Agreement or otherwise cease performance of its obligations hereunder as otherwise provided by Agreement and applicable law.

SECTION 2. Relationship Between Consultant and Client.

(a) Independent Contractor Status. Consultant shall serve as Client's professional environmental consultant in providing those services detailed in Exhibit A. Consultant shall, at all times, be regarded as an independent contractor and nothing contained herein shall be deemed or construed by Consultant, Client, or any third party as creating the relationship of principal and agent, master and servant, partner, joint ventures, employer and employee, or any other similar such relationship between Consultant and Client. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Consultant or Client hereunder creates, or shall be deemed to create a relationship other than an independent relationship of the Consultant and Client. Consultant shall not be considered to be the agent of the Client except in matters dealing with the U.S. Army Corps of Engineers (USACE) Section 404 Wetlands Permit process.

SECTION 3. Term & Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2021, unless earlier terminated pursuant to Section 3(b) below.

(b) Termination. This Agreement may be terminated by either Party only as follows:

(i) Effective upon twenty (20) days advance written notice to the other Party stating that such other Party is in breach of any of the provisions of this Agreement, provided that such breach (if able to be cured) is not cured within ten (10) days after the notice is received;

(ii) Effective upon thirty (30) days advance written notice to the other Party given with or without reason; or

(iii) By mutual written agreement of the Parties.

(c) Rights Upon Termination.

(i) Upon the termination of this Agreement, Client shall pay to Consultant, in accordance with the payment terms set forth in this Agreement, any compensation owed under this Agreement for services performed by Consultant for Client prior to such termination. Consultant shall incur no further obligations and will stop work on the date set in the notice of termination. Consultant shall also terminate outstanding subcontracts as they relate to the terminated work.

Once payment in full for all serviced rendered has been received by Consultant, no other amount shall be due from Client.

(ii) Upon termination of the Agreement, all of the rights and obligations of the Parties shall terminate, except that termination of this Agreement shall not relieve Client from any liabilities resulting from a breach of this Agreement which occurs prior to the termination.

(d) Force Majeure; Excuse for Nonperformance or Delayed Performance. Consultant shall not be in default by reason of any failure of performance of this Agreement if the failure arises out of causes of: acts of God, including but not limited to, fires, floods, droughts, earthquakes, or acts of war, whether or not war has been declared, riots, strikes, or other labor disputes or acts of the State or any other governmental entity in its sovereign or contractual capacity. Additionally, if the failure to perform is caused by subcontractor's failure to perform due to the causes set forth above, Consultant shall not be deemed to be in default. In such an instance, the term of the Agreement shall be extended by a period of time that is equal to the delay caused by the Force Majeure event.

SECTION 4. Ownership of Work Product.

(a) Work Product. The term "Work Product" as used in this Agreement, means any final deliverable created by Consultant, either alone or jointly with others, in furtherance of the objective of performing the work as described in this Agreement. Work Product does not include any materials developed by Consultant (i) prior to Client's project, (ii) for Consultant's own use or (iii) for its other clients. In addition, Work Product specifically excludes (i) the general processes and procedures used by consultants in Consultant's field, (ii) general design, aesthetic, or organizational principles and (iii) all materials, ideas, and concepts that are not protectable under general principles of intellectual property law.

(b) Ownership of Work Product. Consultant agrees that any and all Work Product written or created for performance of services under this Agreement shall be the property of the Client. However, transfer of ownership of Work Product is contingent upon full payment of the compensation required under this Agreement. The Consultant shall have the right to retain copies of all documents and mapping for its files.

(c) Reuse of Work Product. All Work Product, including mapping furnished by Consultant pursuant to this Agreement, are intended for use on the project that is the subject of this Agreement only. The Work Product should not be used by Client or any third party on extensions of the project or on any other project.

SECTION 5. Client's Responsibilities.

(a) Client will grant or obtain access to the site for all equipment and personnel for Consultant to perform the services set for in this Agreement. Client will notify any and all possessors of the project site that Client has granted Consultant access to the site. Consultant will take reasonable precautions to limit damage to the site, but it is understood by Client that in the normal course of work some damage (rutting, soil borings, etc.) may occur and the correction of such damage is not part of this Agreement unless so specified.

(b) Client will make available any such reasonable information as required and deemed appropriate for Consultant to conduct its services. This includes, but is not limited to, prior knowledge of hazardous materials associated with the site and any and all easements/restrictions associated with the site. Such data will be made available as promptly as possible.

SECTION 6. Warranty. Client acknowledges and agrees that in the event that a project involves investigations of chemicals, hazardous, or toxic materials, there are inherent uncertainties involved (limitations on laboratory analytical methods, ordinary surficial characteristics). These uncertainties are beyond the scope of due diligence and therefore shall not be warranted by Consultant; provided however, this Section 6 shall in no way be construed to constitute a waiver by the Client of any warranties, implied or otherwise, that are or would be available thereto in accordance with applicable law

SECTION 7. Subcontracted Services. Consultant shall, at times, select and utilize reputable subcontractors for specialty services. Consultant shall not be constrained to competitive bidding processes for subcontracted services.

SECTION 8. Indemnification.

(a) Consultant shall indemnify and hold harmless Client and OCEDA from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by Consultant. Consultant shall indemnify and hold harmless Client from Client's loss or expense and shall indemnify and hold harmless OCEDA from OCEDA's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the negligent act, error or omission of Consultant.

SECTION 9. Legal Proceedings. Notwithstanding any language in this Agreement to the contrary, in the event Consultant's employees are, at any time, required to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Consultant is not a party to such proceeding, Client will reimburse Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony at a rate determined by Consultant. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement.

SECTION 10. Insurance. Within the context of prudent business practices, Consultant shall endeavor to maintain workmen's compensation of an amount of \$1,000,000 and unemployment compensation in an amount as required by state law; comprehensive general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate; automotive liability with maximum limits of \$1,000,000; and professional liability insurance with an annual limit of \$2,000,000. Consultant shall maintain umbrella liability in an amount of \$4,000,000.

SECTION 11. Entire Agreement. This Agreement constitutes the essential agreement between the Parties for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between Consultant and Client.

SECTION 12. Severability. If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

SECTION 13. Amendments. Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all parties.

SECTION 14. Waiver. No delay or omission to exercise any right or power by any party shall be construed to be a waiver thereof. In the event any provision contained herein shall be waived by any Party hereto, such waiver shall apply to that Party only and shall not be deemed to waive any other provision hereunder. To the extent that any Party's performance is subject to any regulatory or governing body approvals, that Party shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance; provided, however, the Parties shall use their best reasonable efforts to secure such approval or authorization.

SECTION 15. Governing Law. This Agreement shall be governed by the laws of the State of Mississippi.

SECTION 16. Notices. All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next business day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

THE CLIENT:

Oktibbeha County Board of Supervisors

The City of Starkville

Oktibbeha County Economic Development
Authority

HEADWATERS, INC.

Walt Dinkelacker
Vice President
Post Office Box 2836
Ridgeland, Mississippi 39158
Fax No.: _____

SECTION 19. Counterparts. This Agreement may be executed in counterparts all of which shall be regarded for all purposes as original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, THIS Agreement has been executed by parties on this the ____ day of _____, 20__.

Client

Headwaters, Inc.

(Signature)



(Signature)

(Print name and title)

Walt Dinkelacker, Vice President
(Print name and title)

Client

(Signature)

(Print name and title)

Client

(Signature)

(Print name and title)

EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION

Scope of Services:

Consultant will perform the following services in fulfillment of the purposes of this Agreement (see Exhibit A attached hereto):

1. Consultant will coordinate all communications with Client through the Golden Triangle Development LINK.
2. Consultant will utilize a subcontractor to complete the Phase III archeological excavations.

Compensation:

As consideration for the performance of services, Client agrees to compensate Consultant as follows:

1. See Exhibit A attached hereto.

Consultant shall provide invoices on a monthly basis. The final invoice shall be provided within 30 days after the term of the Agreement. All invoices must be paid in full within 30 days of receipt.

EXHIBIT A



August 24, 2017

Mr. Joey Deason
Chief Operating Office
Golden Triangle LINK
P.O. Box 1328
Columbus, MS 39703

RE: Starkville/Oktibbeha County Industrial Park
Rutherford Road Connector Project
Environmental Budget Estimates

Dear Mr. Deason:

We appreciate the opportunity to assist the LINK, City of Starkville (City), Oktibbeha County Board of Supervisors (County), the Oktibbeha Economic Development Authority (OCEDA) with the conception of the Starkville/Oktibbeha County Industrial Park. Please review the enclosed budget estimate and scope of services below.

Rutherford Road Connector Permitting Scope of Work

Headwaters proposes to complete the permitting requirements of the U.S. Army Corps of Engineers, Mobile District (USACE) for the construction of the connector road that will ultimately serve the park. Given the extensive amount of due diligence that the City, County, and OCEDA have completed, many of the required permit application components have been completed. We propose to complete the permit action and anticipate having a permit from the USACE specific to the road construction by November 30, 2017.

Prior to the issuance of the permit, the USACE will require compensatory mitigation for the disturbance to regulated waters associated with the road construction. We recommend that mitigation credits be purchased from an approved mitigation bank to satisfy the USACE's mitigation requirements. We have preliminarily estimated that the mitigation costs associated with the road construction will be \$12,000.00.

It is important to note that this permit would be specific to the road construction only. We know that the Park contains wetlands and streams (outside of the road footprint) that are regulated by the USACE and would require a permit in the future, if disturbed. When tenants begin to occupy the Park, we would propose to work with the LINK, City, County, and OCEDA to minimize any

future permitting. If a tenant requires a parcel(s) that requires permitting, a separate budget would be submitted at that time to complete any future permit requirements.

Industrial Park Cultural Resources Mitigation Scope of Work

Headwaters proposes to utilize Tennessee Valley Archaeological Research (TVAR) as a subconsultant to complete Phase III excavation activities on the sites shown in Enclosure II. To date, TVAR has completed a Phase I Cultural Resources Assessment that identified historic and pre-historic sites on the property. This assessment has been concurred with by the MS Department of Archives and History. Further, TVAR has completed a Phase III mitigation plan for nine (9) archeological sites located within the Park. TVAR's budget estimate is included in the budget summary (Enclosure I). TVAR's detailed budget breakdown is included as Enclosure III for review.

TVAR will begin work within 15-days upon receiving the notice to proceed. Headwaters will manage and coordinate TVAR's activities from beginning to completion. We have included a 3% contingency on top of TVAR's budget estimate if unforeseen circumstances arise. Once the Phase III excavation activities are completed, the Park will be free from any future cultural resource requirements.

It is important to note the following with respect to the Phase III cultural excavation activities:

- Budget does not include funds for excavating and reintering human remains
- Budget includes clearing of trees for excavation purposes. Budget does not include removal of trees/woody debris
- Budget includes backfilling of excavated areas; contingency would be utilized for this task if needed
- Budget includes the use of pond water in the Park for the purposes of water screening the excavated areas

Enclosed, you will find a budget summary as Enclosure I for the Connector Road Environmental Permitting scope of work and Industrial Park Cultural Resource Mitigation scope of work. A map of the cultural areas that will be excavated is included as Enclosure II. TVAR's budget breakdown is included as Enclosure III.

We really appreciate the opportunity to present this proposal to you. If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,



Walt Dinkelacker
Vice President

Enclosure I

Starkville/Oktibbeha County Industrial Park - Rutherford Road Connector Permitting Project			
Task	Budget	Completion Schedule	
Corps of Engineers Permit for Connector Road	\$6,500.00	11/30/17	
*Estimated Wetland/Stream Mitigation Cost (Paid to approved mitigation bank)	\$12,000.00	11/30/17	
Cultural Resources Coordination	\$1,800.00	11/30/17	
Total Budget	\$20,300		

Starkville/Oktibbeha County Industrial Park			
Task	Budget	Completion Schedule	
**Cultural Resources Excavation and Clearance (TVAR)	\$2,982,563.18	Field Excavation Completed 11/15/2018; Management Summary Completed 12/31/2018; Final Report completed 06/2021	
Cultural Resources Management; Environmental Coordination	\$6,500.00	12/31/18	
Cultural Resources Contingency (3%)	\$89,476.90		
Total Budget	\$3,078,540		

* Any and all mitigation expenses will be paid directly to an approved mitigation bank. Headwaters does not own, operate, or otherwise profit from the sale/purchase of mitigation credits.

**This budget does not include funds for excavating and reinterring human remains. If human remains are encountered during the project, the budget will have to be amended.

** This budget includes funds for clearing forested areas of the cultural sites, but does not budget for removal of debris from the area.

** This budget includes funds for backfilling excavated areas. If necessary, the contingency will be utilized to complete backfilling.

** This budget assumes that excavated soils can be water screened in the project area. If required, TVAR will not be responsible for permitting process for silt disposal.

Headwaters/TVAR reserves the right to use funds budgeted for personnel, consultants, and other expenses in the most useful way to make the project operate smoothly. This might mean shifting hours within budget categories to personnel with different titles and/or shifting funds between different budgeted categories (e.g., personnel, consultants, and other expenses). TVAR will not exceed the budget total to accomplish the work defined within the scope of work.

Enclosure II

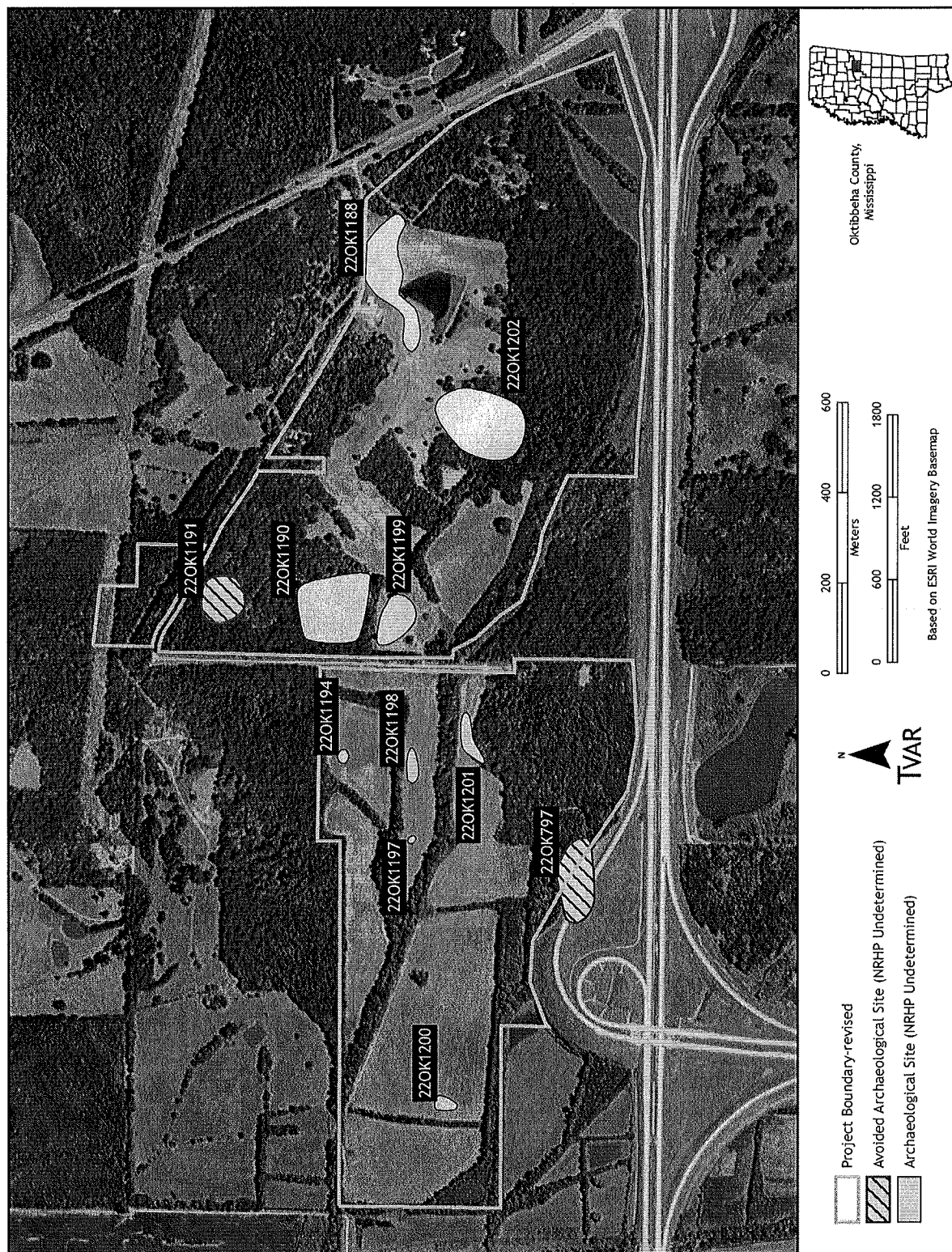


Figure 1. Locations of sites targeted for archaeological investigations.

Enclosure III

Starkville Link Archaeological Phase III
Submitted by Tennessee Valley Archaeological Research

Project Task	Hourly Rate	Man Hours	Total Rate
Fieldwork			
Operator	\$72.88	1820	\$132,641.60
Principal Investigator	\$64.13	2120	\$135,955.60
Archaeologist II	\$51.50	2240	\$115,360.00
Project Supervisor	\$48.58	2080	\$101,046.40
Archaeological Field Tech	\$32.07	26404	\$846,776.28
		subtotal	\$1,331,779.88
Laboratory Analysis			
GIS Technician	\$48.58	320	\$15,545.60
Laboratory Director	\$48.58	2080	\$101,046.40
Draftsmen	\$37.41	160	\$5,985.60
Archaeological Laboratory Tech	\$32.07	8320	\$266,822.40
		subtotal	\$389,400.00
Report Writing/Project Oversight			
Principal Investigator	\$64.13	4160	\$266,780.80
Archaeologist II	\$51.50	2160	\$111,240.00
		subtotal	\$378,020.80
		combined subtotal	\$2,099,200.68
Out-of-Pocket Expenses			
Lodging (\$89/day)	\$89.00	4333	\$385,637.00
Meals (\$51/day)	\$51.00	4333	\$220,983.00
Trackhoe rental	\$5,500.00	11	\$60,500.00
Heavy equipment fuel	\$2.00/per gallon	12500	\$25,000.00
mileage @ \$0.41/mile	\$0.41	75000	\$30,750.00
Miscellaneous Supplies/Printing			\$8,250.00
Curation Fee	\$200.00	300	\$60,000.00
		subtotal	\$791,120.00
Subconsultants			
	Unit Cost	Units	
Radiocarbon Dating	\$595.00	30	\$17,850.00
Subsistence Analysis	\$700.00	100	\$70,000.00
Subconsultant Administration Expense (5%)			\$4,392.50
		subtotal	\$92,242.50
		TOTAL	\$2,982,563.18

Caveats

*This budget does not include funds for excavating and reintering human remains. If human remains are encountered during the project, the budget will have to be amended accordingly.

*This budget includes funds for clearing forested areas of the sites, but does not budget for removal of debris from the area.

*This budget does not include funds for backfilling excavated areas.

*This budget assumes that excavated soils can be water screened in the project area. If required, TVAR will not be responsible for permitting process for silt disposal.

*TVAR reserves the right to use funds budgeted for personnel, consultants, and other expenses in the most useful way to make the project operate smoothly. This might mean shifting hours within budget categories to personnel with different titles and/or shifting funds between different budgeted categories (e.g., personnel, consultants, and other expenses). TVAR will not exceed the budget total to accomplish the work defined within the project scope-of-work.

EXHIBIT “F”

Engineering Services Agreement

(see attached)

August 31, 2017

Oktibbeha County Board of Supervisors
Mr. Orlando Trainer, President
101 E. Main Street
Starkville, MS 39759

REFERENCE: PROPOSAL FOR ENGINEERING SERVICES
OKTIBBEHA COUNTY INDUSTRIAL PARK

Dear Mr. Trainer:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services for the above referenced project. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

NSI proposes to perform the services for the following lump sum fees:

Topographic Survey	\$ 10,000.00
Traffic Study	\$ 10,000.00
Geotechnical Investigation	\$ 23,000.00
Engineering Design	\$323,214.00
Construction Administration	\$196,597.00
TOTAL	<u>\$562,811.00</u>

This Letter Agreement also will allow Neel-Schaffer, Inc. to provide additional services in accordance with the terms and conditions noted above. Prior to proceeding with future requests for additional services, we will write a letter to you referencing this Letter Agreement and specifying the scope of additional services and the estimated fee. Upon your acceptance, we will proceed with the services.

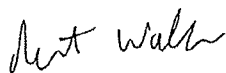
This Letter Agreement, consisting of two pages; Exhibit A, consisting of three pages; and Exhibit B, consisting of four pages represents the entire agreement between The Oktibbeha County Board of Supervisors and Neel-Schaffer, Inc. This Letter Agreement and said exhibits may only be modified or amended by a duly executed written document.

August 31, 2017
Oktribbeha County Board of Supervisors
Page 2

If the terms of this Letter Agreement are acceptable, please execute the original return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFER, INC.



Robert Walker, P.E.
Senior Vice President

RW/dtc

Attachments

ACCEPTED: OKTIBBEHA COUNTY BOARD OF SUPERVISORS

BY: _____

TITLE: _____

DATE: _____



EXHIBIT A

TRAFFIC STUDY:

The study will focus on three key intersections along SR 389: the two US 82 ramp terminals and the proposed industrial park access road. Counts will be collected at the two US 82 ramp terminals along SR 389. The study will determine traffic control and turn lane requirements along SR 389 from the impacts of this development.

TOPOGRAPHIC SURVEY:

A. Topographic Information to include

- Location and description of benchmarks/ control points
- Contours at 1-foot intervals
- Elevations on adjacent property where information may be required for drainage.
- Open gutter, culverts, swales and ditches located with direction of flow indicated, width and depth. Flowline spot elevations.
- Location, elevation, type and condition of:
 - a. Adjacent street/road, with centerline including sidewalks on opposite sides.
 - b. Curbs, if any.
 - c. Gutter with storm water inlets, if any.
 - d. Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
 - e. Buildings, slabs and/or paving and other improvements. (finish floor elevation of all buildings)
 - f. Water impoundments.

B. Utilities (coordinate location with appropriate utility companies). Neel-Schaffer will survey only those utilities marked by the utility company or shown on the provided construction drawings. We will not record any utility depth except flow line in sanitary sewer and storm drain manhole(s). Location of all utilities within the specified boundaries will be based on information provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility.

- General:
The name, address, and telephone number of each utility company providing service in the project area. Print directly on survey sheet.
- Electric (and/or telephone):
 - a. All pole lines, poles and down guys accurately located.
 - b. Buried power lines, if any- location only.

- Gas Mains:
 - a. Location and size.
 - b. Existing stub-outs for this property, if any.
 - c. Location of existing meters.
 - Water Mains:
 - a. Location, size, capacity and any other pertinent information about nearest water wells.
 - b. Existing water line locations.
 - Sanitary sewers:
 - a. Location and size
 - b. Manhole location, size invert elevation, in and out.
 - c. Existing stub-outs for this property, if any.
 - Telephone and Television Lines/Cables:
 - a. Location
- C. **Limits of Survey** to include the section of Highway 389 lying inside the right of way of said Highway 389, between Sudduth Road and the north ramp at the intersection of Highway 82. Additional survey will be provided as necessary for the design of the proposed access road. Additional survey will be provided as necessary for the design of the proposed water tank.

GEOTECHNICAL INVESTIGATION:

The geotechnical investigation proposed herein will consist of a field investigation, laboratory testing and an engineering report that will present our findings and guideline recommendations related to pavement design and construction recommendations. For this investigation, we propose to complete a total number of 14 auger borings as depicted in the attached boring locations map. The borings will be spaced approximately every 300 feet along the proposed alignment. The details of the borings are listed below.

- Seven auger borings will be drilled to a depth of three feet each in fill sections of the proposed roadway alignment.
- The other seven auger borings will be drilled to depths ranging from five feet to eleven feet along the alignment that will have sections of the existing ground to be cut down to the proposed finished grade of the new road.

The borings will be advanced by a machine or hand auger. All borings will be backfilled to the full depth upon completion in compliance with the Mississippi Department of Environmental Quality regulations. In addition to the borings, we propose to complete Dynamic Cone Penetrometer (DCP) soundings at each of the auger borings to determine in-situ subgrade strength properties.

Representative disturbed samples will be obtained directly from the cuttings of the short-flight earth auger used to complete the auger borings. The samples will be placed and sealed in plastic jars to prevent loss of moisture. All jars will be placed in protective boxes for transportation to the laboratory for possible testing.

The field investigation will be expanded by means of data developed from laboratory tests. Laboratory tests will be conducted to determine the classification and shrink-swell potential of the soils encountered. The laboratory tests will include Atterberg limits, shrinkage limits, percent fines, moisture contents, pH determination, soluble sulfates and resistivity. All soil tests will be performed in accordance with recognized ASTM standards and procedures in our laboratory facility.

After the field and laboratory data have been collected and analyzed, an engineering report will be prepared to present the results of our investigation and guideline recommendations related to foundation design and construction. The engineering report will include a description of the work performed together with graphical logs of the borings, results of all field and laboratory soil tests and appropriate illustrations.

ENGINEERING DESIGN:

- Detailed civil engineering design related to developing plans and details, specifications, and contract documents for the new industrial park in Oktibbeha County. Design services include roadway, water, sewer, lighting, water tank and landscaping necessary to serve the proposed park.
- Includes advertising, bidding and awarding of proposed project.
- Does not include environmental review or permitting.

CONSTRUCTION ADMINISTRATION:

- Construction administration includes submittal review and milestone/part-time site inspections.
- Pay application review

EXHIBIT B
NEEL-SCHAFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however,

shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** N/A
15. N/A
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$2,000,000; automotive liability with limits of at least \$1,000,000/\$1,000,000; and professional liability insurance with an annual limit of at least \$1,000,000.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that

Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21. **Risk Allocation.** N/A
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth

laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of the Project County, Mississippi.
29. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
30. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
31. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
32. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
33. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
34. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with

the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.

35. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 19, 2017
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of LW 17-03 a request for Landscape Waiver from several sections of the ordinance for a property located on Spruill Industrial Park Road in an M-1 zone with the parcel number 102N-00-005.01

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Jason Pepper on behalf of SER LLC is requesting landscape waiver for relief from section 6 and 7 of the landscape ordinance for a property located +/-200' east of the intersection of Spruill Industrial Park Road and Industrial Park Road on the north side of Spruill Industrial Park Road in a M-1 zone with the property #102N-00-005.01. The applicant is seeking a Landscape Waiver to build a metal building for lease. The site is currently a gravel parking/storage area with no existing trees. There is currently no structures on the site. On September 6, 2017, The Tree Advisory Board voted unanimously to recommend approval of this request with the one condition:

Recommended Condition by the Tree Advisory Board:

1. Three canopy trees shall be planted along the west side evenly spaced.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of LW 17-03 for a Landscape Waiver on Spruill Industrial Park Road with one condition



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
TREE ADVISORY BOARD
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Starkville Tree Advisory Board
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: LW 17-03 Request for Landscape Waiver from several sections for a property located on Spruill Industrial Park Road in an M-1 zone with the parcel number 102N-00-005.01
Date: September 6, 2017

The purpose of this report is to provide information regarding a Landscape Waiver request by Jason Pepper on behalf of SER LLC to allow for a relief from section 6 and 7 of the landscape ordinance for a property located +/-200' east of the intersection of Spruill Industrial Park Road and Industrial Park Road in a M-1 zone with the property #102N-00-005.01. Please see attachments 1- 5.

BACKGROUND INFORMATION

The applicant is seeking a Landscape Waiver to build a metal building for lease. The site is currently a gravel parking/storage area with no existing trees. There is currently no structures on the site.

LANDSCAPE WAIVER REQUEST

Request #1- Relief from Sec. 112-31. - Section 6. Requirements for vehicular use areas.

Request #2- Relief from Sec. 112-32. - Section 7. Landscape requirements for non-vehicular open space areas.

CODE REFERENCE

Sec. 112-31. –Section 6. Requirements for vehicular use areas.

(a) Interior of parking areas. Landscape requirement are shown on Table 6-1.

Table 6-1. Minimum Interior Landscaping for Offstreet Parking

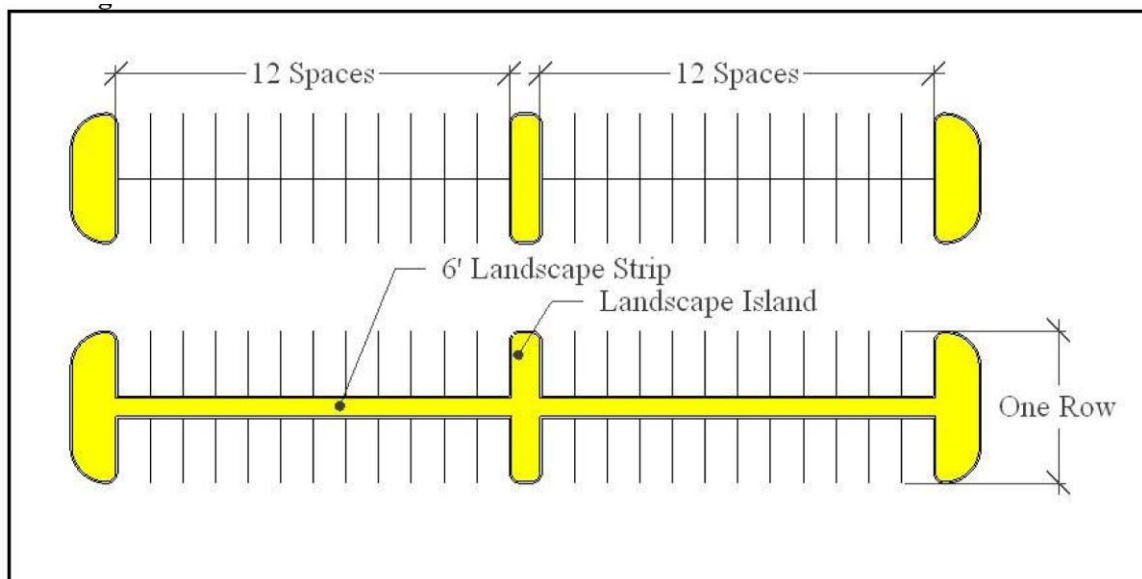
<i>Parking Area</i>	<i>Minimum Landscape area</i>
<i>Less than 50,000 square feet</i>	<i>5% of total parking area</i>
<i>More than 50,000 square feet</i>	<i>10% of total parking area</i>

Does not include required perimeter landscape area.

- (1) Parking lots shall be designed so no more than 12 parking stalls shall be in an uninterrupted row. Rows shall be separated with a landscaped area with the minimum dimension of a single parking stall (refer to Appendix A Zoning, Article VIII Off-Street Parking for dimensions).*

- (2) The end of each aisle and corner area shall be landscaped. End of aisle shall have minimum dimension of a single parking stall.
- (3) Total number of required canopy trees shall be one tree for each 200 square feet or a fraction thereof, of required landscape area.
- (4) Where two rows of parking spaces are adjacent (head to head) to one another, a landscaped strip with a minimum width of six feet shall be planted along the common boundary to separate the parking stalls. For lots with more than two rows of parking and more than 100 parking spaces, every other row shall have landscaped strip. See Figure 6-1.

Figure 6-1



- (b) Perimeter of parking areas. Landscape area dimensional requirements for the perimeter of the parking area are shown on Table 6-2.
 - (1) A shrub screen with a height shown in Table 5-3 shall be continuous along perimeter of parking areas adjacent to property lines. For perimeter adjacent to roadway landscape strips, the landscape strip shall have the required landscape screening. See section 112-30(b).
 - (2) Perimeter calculations shall not include accessways or cross easements to adjacent properties or roadways.

Table 6-2. Minimum Perimeter Landscaping for Offstreet Parking

Parcel Size	Perimeter Landscaping Width	One Canopy Tree Per
Less than 50,000 square feet	5 feet	175 square feet
More than 50,000 square feet	10 feet	350 square feet

Sec. 112-32. – Section 7. Landscape requirements for non-vehicular open space areas.

Landscape material shall be planting in the non-vehicular open space not included in the roadway frontage or vehicular use area requirements.

Table 7-1. Non-Vehicular Open Space Requirements

<i>Percentage of Site in Non-Vehicular Open Space</i>	<i>Plant Units Required**</i>
<i>Less than 50%</i>	<i>120 per 1,800 square feet</i>
<i>More than 50%</i>	<i>50 per 1,800 square feet</i>

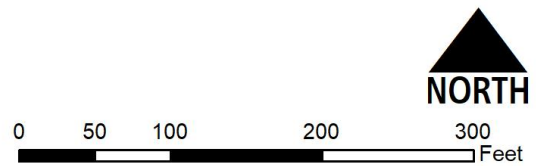
One Canopy Tree is required per 1,800 square feet.

See Table 5-2. Plant Unit Value.

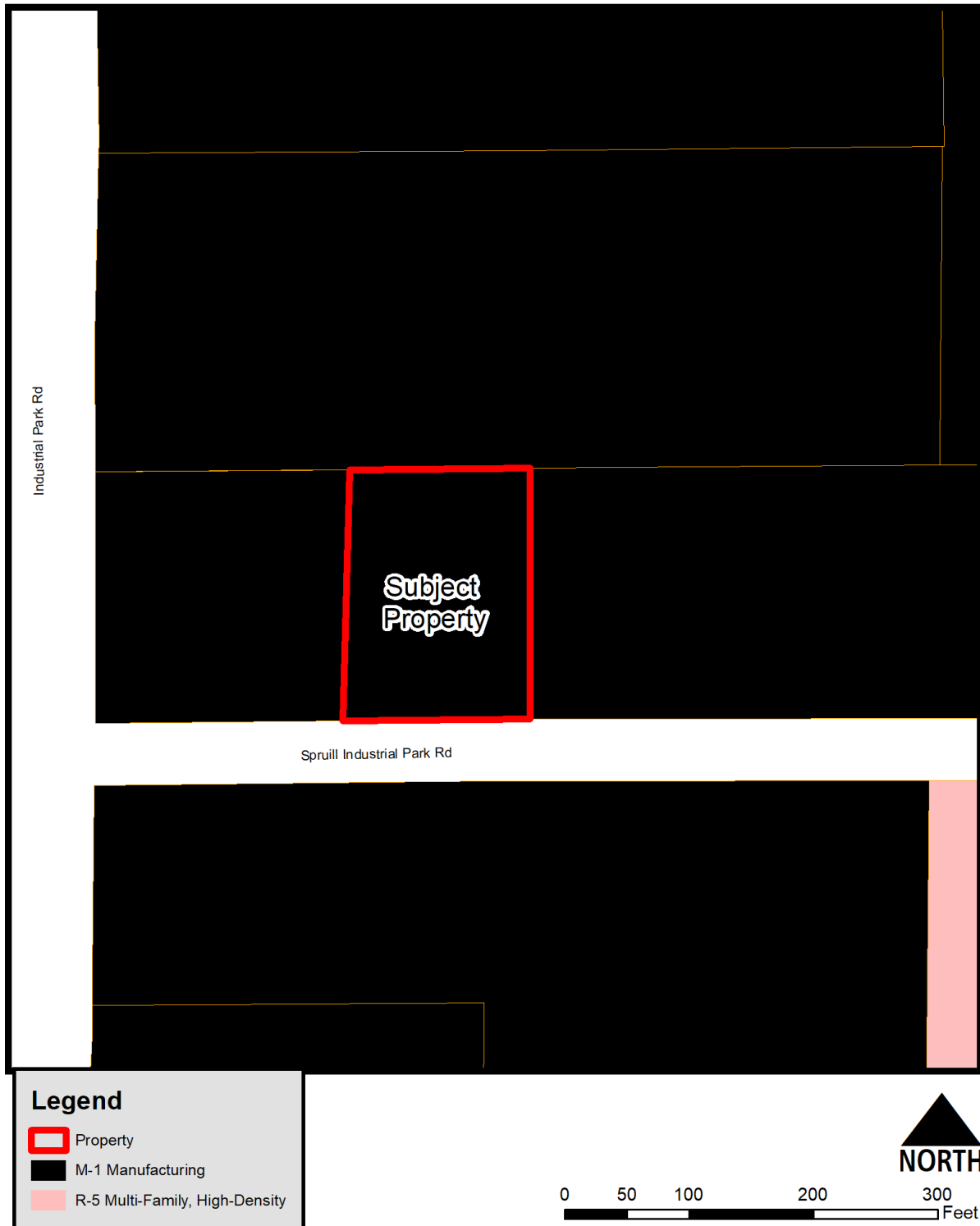
- (a) All structures shall have landscaping around their base.*
- (b) Canopy trees, as required above, shall be spaced in clusters or situated in strategic locations consistent with good principles of design and plant installation. Trees will be planted in locations where they can grow to their mature height and spread.*

(Ord. No. 2014-1, § 7, 9-16-14)

Attachment 1
LW 17-03 Aerial



Attachment 2
LW 17-03 Zoning

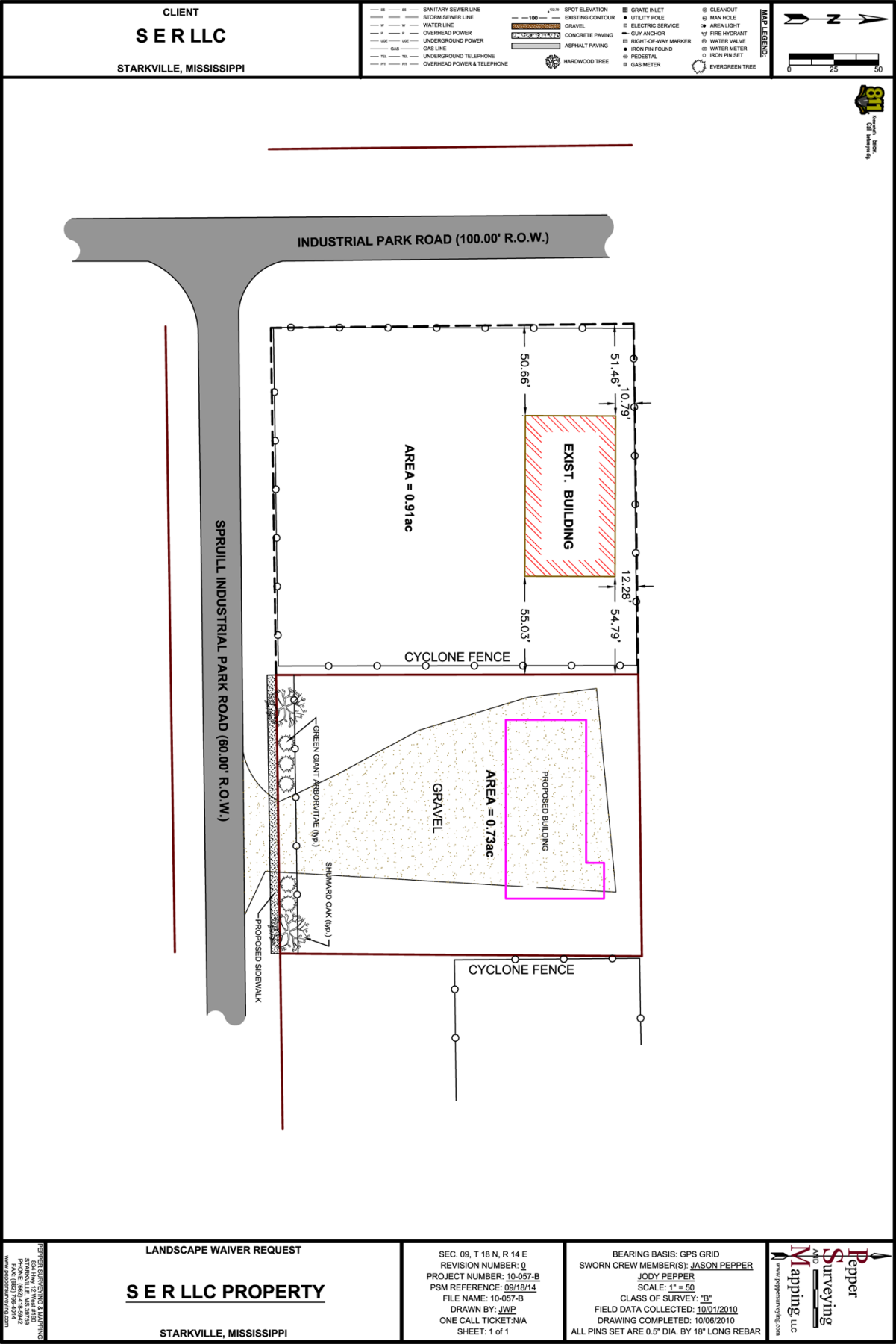


Attachment 3- Streetview Picture of Subject Property

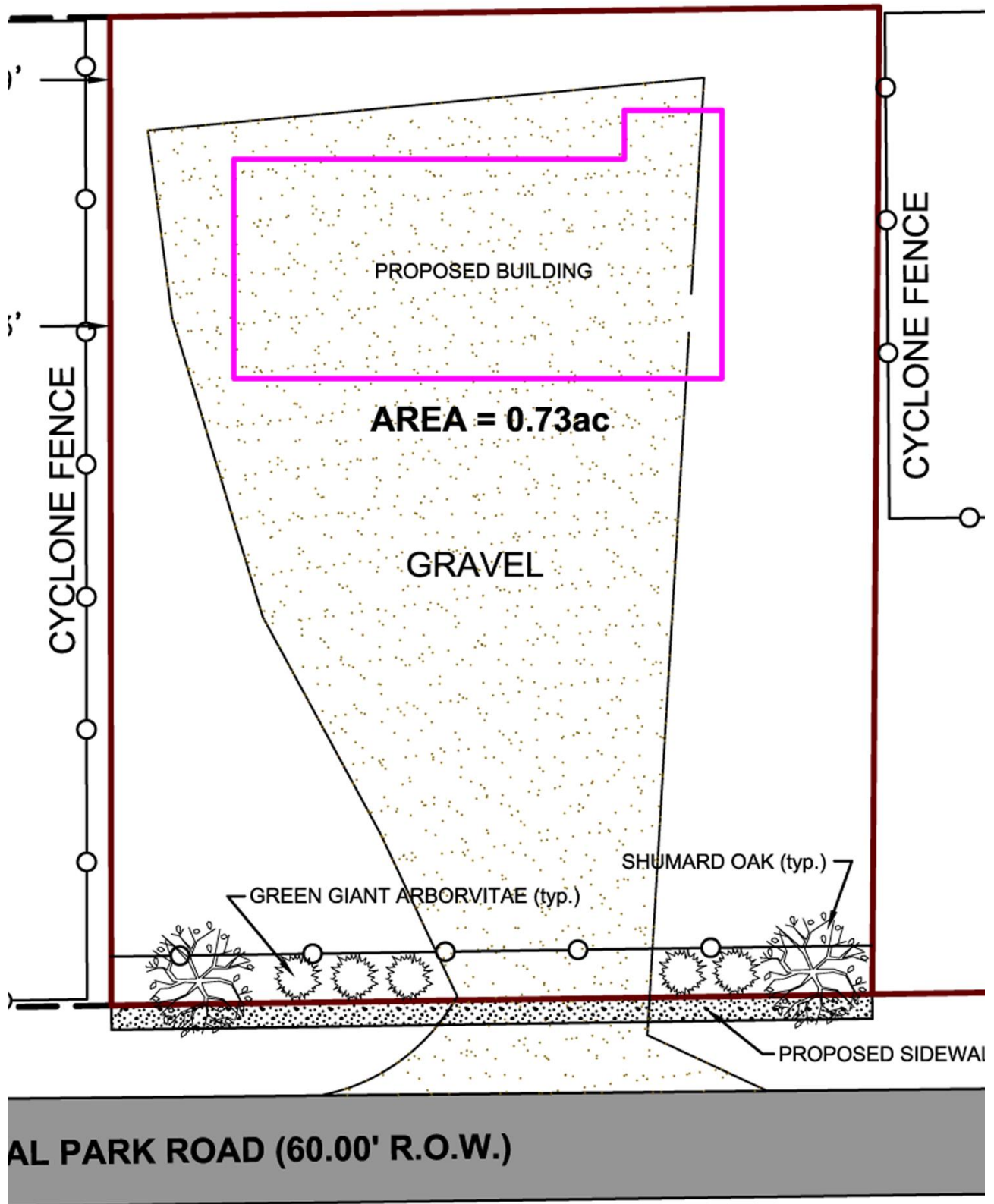


View looking north at subject property

Attachment 4- Preliminary Landscape Plan



Attachment 5- Enlarged Preliminary Landscape Plan





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 19, 2017
PAGE: Page 1 of 13

SUBJECT: Discussion and Consideration of PP 17-08 and FP 17-06 Request for Preliminary Plat and Final Plat approval for modifying an the existing plat that is +/-11.41 acre parcel located at 100 Mercantile Lane in a T-6 district with the parcel number 101D-00-342.00.

AUTHORIZATION HISTORY:

The applicant Saunders Ramsey on behalf of Mark Castleberry, is requesting approval for modifying an existing plat named "the Mill at MSU". The reason for the replatting came from the need to modify lot sizes. In the previously approved final plat, lot 3 totaled 1.19 acres. In the replatting, Lot 3 has been divided into two lots: Lot 3A with .74 acres and lot 3 with .55 acres. Lot 1 totaled 3.33 acres. In the replatting it has been reduced to 3.23 acres. The preliminary plat was approved by the Board of Alderman on June 18, 2013. The applicant stated that the only possible adversely affected parties to the replatting are all represented as owners on the signature line of the final plat. The original final plat was approved by the Board of Alderman on September 17, 2013. A variance for VA 13-05 Mill Parking Deck was approved by the Board of Alderman on September 17, 2013. A conditional use for CU 17-13 Mill Development was approved by the Board of Alderman on September 17, 2013. The Planning and Zoning Commission recommended approval of PP 17-08 and FP 17-06 on September 12, 2017 with the following conditions:

Recommended Conditions by the Planning and Zoning Commission:

1. The final 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 applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or Emily Corban @662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of PP 17-08 and FP 17-06 Request for Preliminary Plat and Final Plat approval for modifying an the existing plat, "The Mill at MSU" located at 100 Mercantile Lane.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 17-08 FP 17-06 Request for Preliminary Plat and Final Plat approval for subdividing
+-11.41-acre parcel into 6 lots. 100 Mercantile Lane in a T-6 district with the parcel
number 101D-00-342.00
Date: September 12, 2017

The purpose of this report is to provide information regarding the request by Saunders Ramsey on behalf of Mark Castleberry for Preliminary and Final Plat approval for subdividing a +-11.41 parcel into 6 lots. The subdivision is named "The Mill at MSU". The proposed subdivision is located in an T-6 district. The proposed subdivision is located at 100 Mercantile Lane.

This is a modification of an existing plat. The reason for the replatting came from the need to modify lot sizes. In the previously approved final plat, lot 3 totaled 1.19 acres. In the replatting, Lot 3 has been divided into two lots: Lot 3A with .74 acres and lot 3 with .55 acres.

History of subject property:

The preliminary plat was approved by the Board of Alderman on June 18, 2013.

The final plat was approved by the Board of Alderman on September 17, 2013.

A variance for VA 13-05 Mill Parking Deck was approved by the Board of Alderman on September 17, 2013.

A conditional use for CU 17-13 Mill Development was approved by the Board of Alderman on September 17, 2013.

Please see attachments 1-4

Below is information pertaining to the T-6 District

§ 5. - SPECIFIC TO T6 DISTRICTS.

Lots located within the T6 District shall be subject to the requirements of this section.

8.1 LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

8.2 LOT OCCUPATION

- (a) One (1) Primary Building may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 15.

- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Rearyard or Courtyard. (see Table 3)
- (d) Lot coverage by Buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

8.3 BUILDING FORM

- (a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table 15)
- (b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (d) A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (e) Loading docks and service areas shall be permitted on Frontages by Exception.
- (f) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (g) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (h) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.
- (i) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45°) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 6.
- (b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

8.5 PARKING

- (a) All parking lots, garages and Parking Structures shall be located in the third Lot Layer as illustrated on Table 17.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

8.6 LANDSCAPE

- (a) The first Lot Layer may be paved.

8.7 SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.

- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 15. T6 BUILDING SETBACKS

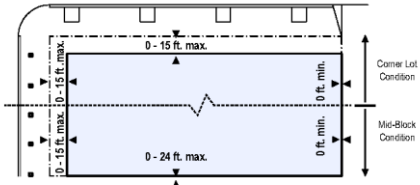
	PRINCIPAL BUILDING	OUTBUILDING
Front Setback (Principal)	0 ft. min. 15 ft. max.	n/a
Front Setback (Secondary)	0 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	n/a
Rear Setback	0 ft. min.	n/a
Illustration		n/a

TABLE 16. T6 BUILDING HEIGHT

	PRINCIPAL BUILDING	OUTBUILDING
Height (in Stories)	5 stories	n/a

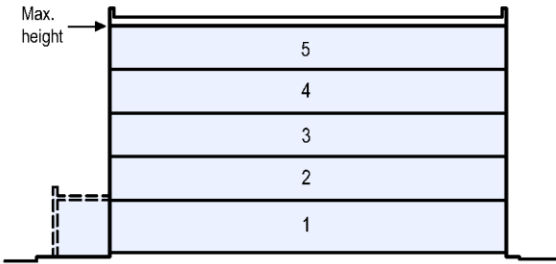
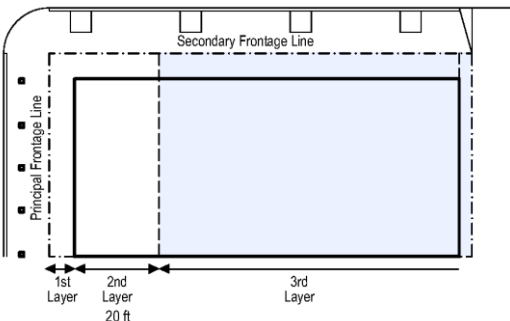
Illustration	
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TABLE 17. T6 PARKING PLACEMENT

PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third Layer.
2. Covered parking shall be provided within the third Layer.
3. Trash containers shall be stored within the third Layer.





Zoning Map Key

	T4
	T5
	T6
	CD

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 11.41 acres with a total of 6 lots.

Easements and Dedications

All easements are provided on the Final Plat. No roadway dedications are shown on the plat. The Applicant shall meet the requirements of the electrical service provider, Starkville Utilities. The Applicant shall meet the requirements of the potable water and sanitary sewer utility services provider.

Findings and Comments

The plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. The applicant shall provide documentation that the subject area is not part of a previously platted subdivision. If it is a part of a previously platted subdivision, the applicant shall provide names of the persons to be adversely affected thereby or directly interested therein and provide written proof from each party agreeing to the alteration.

REQUESTED CONDITIONS:

- ~~1. The final 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 final plat shall meet the minimum requirements for ZONE or DISTRICT dimensions.~~
 - ~~3. All public utilities are currently in place as verified by the owner and engineer of record.~~
 - ~~4. Erosion control vegetation shall be established on all disturbed areas.~~
 - ~~5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.~~
 - ~~6. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to signing of the final plat.~~
 - ~~7. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.~~
 - ~~8. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.~~
 - ~~9. Change the signature line of Mayor, City of Starkville, MS to reflect new mayor's name~~
-
1. The final 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 applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
 3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

Attachment 1
PP 17-08 FP 17-06 Aerial

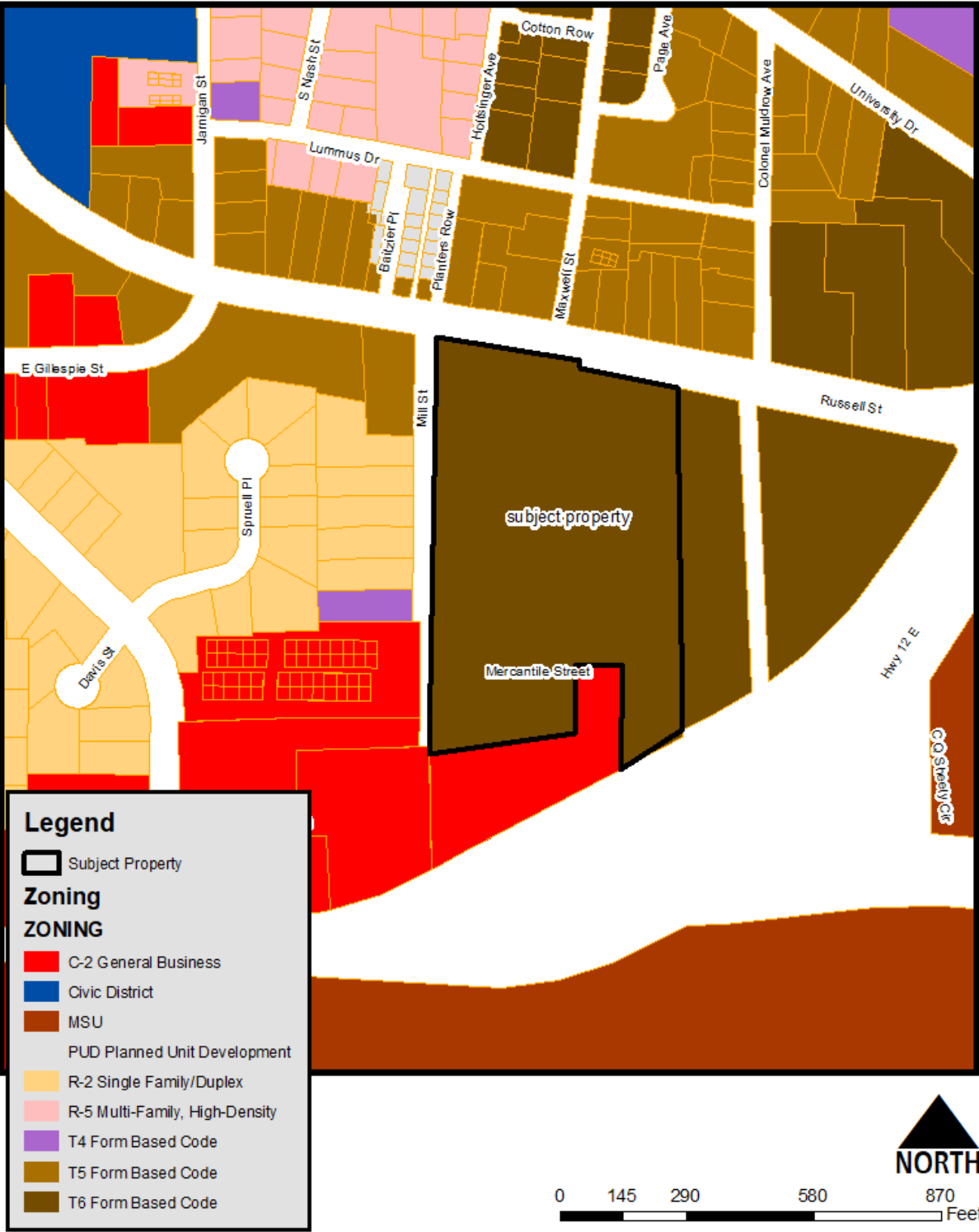


Legend

 Subject Property



Attachment 2
PP 17-08 FP 17-06 Zoning



Attachment 3- Preliminary Plat

As Revised by P&Z



As Revised by P&Z



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 09/15/2017
PAGE: 1 of several

SUBJECT: Claims Docket through September 13, 2017

AMOUNT & SOURCE OF FUNDING: FY 2016 – 2017 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending September 13, 2017 is \$ 1,835,985.31
Of which the claims amount for Starkville Utilities is \$ 1,079,619.97

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 13, 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
BRIAN MICHAEL'S CATERING	1811	09/13/2017	POLICE CHARITY BALL	001-000-160-698		09/13/2017	8,000.00
STARKVILLE DAILY NEWS	INV0023337	09/12/2017	WATER	001-000-053-206		09/12/2017	491.42
STARKVILLE DAILY NEWS	INV0023337	09/12/2017	SED	001-000-054-205		09/12/2017	259.00
MS MUNICIPAL WORKER'S	7869	09/12/2017	DR. WATER	001-000-053-206		09/12/2017	1,428.97
COMPENSATIO							
MS MUNICIPAL WORKER'S	7869	09/12/2017	NEW CONS	001-000-053-206		09/12/2017	2,845.28
COMPENSATIO							
MS MUNICIPAL WORKER'S	7869	09/12/2017	WWTP	001-000-053-206		09/12/2017	3,447.50
COMPENSATIO							
MS MUNICIPAL WORKER'S	7869	09/12/2017	WATER	001-000-053-206		09/12/2017	5,756.15
COMPENSATIO							
SOUTHERN	INV0023371	09/14/2017	TELECOMMUNICATION	001-000-053-206		09/14/2017	68.30
TELECOMMUNICATIONS							
SOUTHERN	INV0023371	09/14/2017	TELECOMMUNICATION	001-000-053-206		09/14/2017	357.75
TELECOMMUNICATIONS							
SOUTHERN	INV0023371	09/14/2017	TELECOMMUNICATION	001-000-053-206		09/14/2017	102.63
TELECOMMUNICATIONS							
SOUTHERN	INV0023371	09/14/2017	TELECOMMUNICATION	001-000-053-206		09/14/2017	271.03
TELECOMMUNICATIONS							
SOUTHERN	INV0023371	09/14/2017	TELECOMMUNICATION	001-000-054-205		09/14/2017	117.56
TELECOMMUNICATIONS							
SOUTHERN	INV0023371	09/14/2017	TELECOMMUNICATION	001-000-054-205		09/14/2017	205.24
TELECOMMUNICATIONS							
THE COMMERCIAL DISPATC	INV0023350	09/13/2017	ADVERTISING	001-000-054-205		09/13/2017	135.00
THE COMMERCIAL DISPATC	INV0023350	09/13/2017	ADVERTISING	001-000-054-205		09/13/2017	45.00
RUE 21	INV0023377	09/14/2017	RESITITUTION KENNETH	001-000-330-135		09/14/2017	100.00
			WASHINGTON				
RACKLEY OIL INC.	000465091	09/12/2017	FUEL	001-000-070-251		09/12/2017	16,398.41
ROBIN FREEMAN	INV0023376	09/14/2017	OVER PAYMENT ON BOND	001-000-149-691		09/14/2017	10.75
Outstanding Total:							40,039.99
Paid							
JACQUERIA SCALES	INV0023297	09/08/2017	1341121 RESTITUTION FRM	001-000-330-135		09/08/2017	100.00
			ALEXANDRIA SMART				
LAWRENCE WAGNER	INV0023300	09/08/2017	132395 RESTITUTION FRM	001-000-330-135		09/08/2017	300.00
			JESSE DENNIS				

Expense Approval Report

Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
LAWRENCE WAGNER	INV0023301	09/08/2017	1323951 RESTITUTION FRM JESSE DENNIS	001-000-330-135		09/08/2017	50.00
SCOTT MCCAIN	INV0023302	09/08/2017	1346279 CARGE RETIRED	001-000-149-691		09/08/2017	500.00
JOHNNY CALMESE	INV0023296	09/08/2017	1332743 RESTITUTION FRM BERNARD ROBERSON	001-000-330-135		09/08/2017	100.00
Paid Total:							1,050.00
Department 000 - UNDESIGNATED Total:							41,089.99
MS MUNICIPAL LEAGUE	26643	09/12/2017	CMO NIGHT CLASS - PEARL - BEN CARVER	001-100-610-350		09/12/2017	25.00
Outstanding Total:							25.00
Department 100 - BOARD OF ALDERMEN Total:							25.00
Department: 110 - MUNICIPAL COURT							
Outstanding							
CANON FINANCIAL SERVICES, INC	17657909	09/14/2017	COPIER RENT	001-110-604-330		09/14/2017	46.00
CANON FINANCIAL SERVICES, INC	17657915	09/14/2017	COURT COPIER	001-110-604-330		09/14/2017	174.64
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	MUN. COURT	001-110-491-135		09/12/2017	439.51
MAXXSOUTH BROADBAND	INV0023368	09/14/2017	AUGUST CHARGES	001-110-604-330		09/14/2017	48.88
LEXISNEXIS	3091115468	09/12/2017	AUGUST COURT SERVICES	001-110-600-300		09/12/2017	321.00
Outstanding Total:							1,030.03
Department 110 - MUNICIPAL COURT Total:							1,030.03
Department: 111 - YOUTH COURT							
Outstanding							
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-111-604-330		09/14/2017	134.67
Outstanding Total:							134.67
Department 111 - YOUTH COURT Total:							134.67
Department: 120 - MAYORS OFFICE							
Outstanding							
CANON FINANCIAL SERVICES, INC	17657909	09/14/2017	COPIER RENT	001-120-604-330		09/14/2017	46.00
CHALET	226624	09/12/2017	FRAME SUPPLIES	001-120-691-550		09/12/2017	145.98
MAXXSOUTH BROADBAND	INV0023368	09/14/2017	AUGUST CHARGES	001-120-604-330		09/14/2017	48.88
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-120-604-330		09/14/2017	143.25
CADENCE VISA	INV0023351	09/13/2017	09-01-2017 COMM. MTG	001-120-503-202		09/13/2017	63.50
SULLIVAN'S OFFICE SUPPLY, INC.	26280	09/13/2017	SUPPLIES - COMMITTEE SUPPORT	001-120-503-202		09/13/2017	181.85

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Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CADENCE VISA	INV0023370	09/14/2017	COMMITTEE SUPPORT	001-120-503-202		09/14/2017	18.98
Department 123 - IT Outstanding							648.44
Department 120 - MAYORS OFFICE Total:							648.44
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	ADMIN	001-123-491-135		09/12/2017	431.11
MAXXSOUTH BROADBAND SOUTHERN TELECOMMUNICATIONS	INV0023368 INV0023371	09/14/2017 09/14/2017	AUGUST CHARGES TELECOMMUNICATION	001-123-604-330 001-123-604-330		09/14/2017	48.88 68.30
DELL MARKETING L.P.	10188732921	09/14/2017	DELL ADAPTER	001-123-630-400		09/14/2017	112.45
Department 123 - IT Total:							660.74
Department 123 - IT Total:							660.74
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	CC OFFICE	001-142-491-135		09/12/2017	307.60
Department 142 - CITY CLERKS OFFICE Outstanding							307.60
Department 142 - CITY CLERKS OFFICE Total:							307.60
CANON SOLUTIONS AMERICA-BURLINGTON	40233354559	09/14/2017	COPIER MAINTENANCE	001-145-630-400		09/14/2017	204.27
CANON FINANCIAL SERVICES, INC	17657909	09/14/2017	COPIER RENT	001-145-604-330		09/14/2017	46.00
CANON FINANCIAL SERVICES, INC	17657911	09/14/2017	COPIER RENT	001-145-630-400		09/14/2017	370.00
DELL MARKETING L.P.	10184308813	09/13/2017	3 COMPUTERS - CITY CLERK OFFICE	001-145-918-805		09/13/2017	3,785.37
STARKVILLE DAILY NEWS OFFICE DEPOT	INV0023337 955228577002	09/12/2017 09/14/2017	CITY CLERK EPSON PRINT RIBBON	001-145-501-200 001-145-501-200		09/12/2017 09/14/2017	132.60 5.98
MAXXSOUTH BROADBAND SOUTHERN TELECOMMUNICATIONS	INV0023368 INV0023371	09/14/2017 09/14/2017	AUGUST CHARGES TELECOMMUNICATION	001-145-604-330 001-145-604-330		09/14/2017 09/14/2017	48.88 34.15
THE COMMERCIAL DISPATC	INV0023350	09/13/2017	ADVERTISING	001-145-501-200		09/13/2017	54.00
Department 145 - OTHER ADMINISTRATIVE Total:							4,681.25
Department 145 - OTHER ADMINISTRATIVE Total:							4,681.25

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Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 159 - BONDING-CITY EMPLOYEES							
Outstanding							
REYNOLDS/RENASANT INSURANCE AGENCY	835094	09/13/2017	M. MILAM BOND	001-159-620-371		09/13/2017	175.00
Outstanding Total:							175.00
Department 159 - BONDING-CITY EMPLOYEES Total:							175.00
Department: 169 - LEGAL							
Outstanding							
STARKVILLE DAILY NEWS BROWN & LANGSTON PLLC	INV0023337	09/12/2017	ADMIN	001-169-615-342		09/12/2017	815.86
	INV0023352	09/13/2017	CLOSING COSTS: "HWY 182/LOT 27-A CITY BLOCK 16	001-169-600-309		09/13/2017	621.00
MARK G. WILLIAMSON, ATTORNEY AT LAW	INV0023317	09/12/2017	MARK WILLIAMSON VS CASSEY WELLS	001-169-600-309		09/12/2017	200.00
Rob Roberson	INV0023341	09/13/2017	ROB ROBBERSON VS CHARLES GANDY	001-169-600-309		09/13/2017	200.00
CHARLES BRUCE BROWN, ATTORNEY	INV0023342	09/13/2017	CITY OF STK. VS EMILIE WHIT	001-169-600-309		09/13/2017	200.00
MITCHELL, MCNUTT, & SAM, P.A.	341295	09/14/2017	GENERAL MATTERS	001-169-600-302		09/14/2017	12,468.50
MITCHELL, MCNUTT, & SAM, P.A.	341296	09/14/2017	LITIGATED MATTERS	001-169-600-312		09/14/2017	518.00
Outstanding Total:							15,023.36
Department 169 - LEGAL Total:							15,023.36
Department: 180 - HUMAN RESOURCES							
Outstanding							
CANON FINANCIAL SERVICES, INC	17657909	09/14/2017	COPIER RENT	001-180-604-330		09/14/2017	46.00
MAXXSOUTH BROADBAND	INV0023368	09/14/2017	AUGUST CHARGES	001-180-604-330		09/14/2017	48.88
Outstanding Total:							94.88
Department 180 - HUMAN RESOURCES Total:							94.88
Department: 190 - CITY PLANNER							
Outstanding							
STARKVILLE DAILY NEWS	INV0023337	09/12/2017	COMM DEV	001-190-604-330		09/12/2017	81.73
STARKVILLE DAILY NEWS	INV0023337	09/12/2017	P & Z	001-190-604-330		09/12/2017	22.68
SULLIVAN'S OFFICE SUPPLY, INC.	25775	09/13/2017	OFFICE SUPPLIES	001-190-691-550		09/13/2017	32.25
MAXXSOUTH BROADBAND	INV0023368	09/14/2017	AUGUST CHARGES	001-190-604-330		09/14/2017	48.88
THE COMMERCIAL DISPATC	INV0023350	09/13/2017	ADVERTISING	001-190-604-330		09/13/2017	45.00
SULLIVAN'S OFFICE SUPPLY, INC.	26278	09/12/2017	SUPPLIES	001-190-600-326		09/12/2017	57.37

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Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CADENCE VISA	INV0023318	09/12/2017	LAND F/X SOFTWARE UPDAT	001-190-918-807		09/12/2017	500.00
						Outstanding Total:	787.91
Department 190 - CITY PLANNER Total:							787.91
Department: 192 - GENERAL GOVERN BLDG & PLANT							
Outstanding							
CINTAS	215258342	09/14/2017	MATS	001-192-510-220		09/14/2017	25.07
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-192-625-380		09/14/2017	34.15
TCC FACILITIES MANAGEMENT, INC	2612	09/12/2017	AUGUST JANITORIAL	001-192-600-338		09/12/2017	1,100.00
LIGHTS & BALLASTS, LLC	181991	09/12/2017	LIGHTS REPAIRED	001-192-630-403		09/12/2017	238.00
						Outstanding Total:	1,397.22
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							1,397.22
Department: 195 - TRANSFERS TO OTHER AGENCIES							
Outstanding							
MUNICODE	00294961	09/13/2017	ANNUAL SUPPORT FEE	001-195-690-554		09/13/2017	350.00
						Outstanding Total:	350.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:							350.00
Department: 196 - CEMETERY ADMINISTRATION							
Outstanding							
LESLIE DEAN, RLA	543	09/14/2017	LAWN MAINTENANCE	001-196-630-425		09/14/2017	550.00
LESLIE DEAN, RLA	544	09/14/2017	LAWN MAINTENANCE	001-196-630-402		09/14/2017	1,100.00
						Outstanding Total:	1,650.00
Department 196 - CEMETERY ADMINISTRATION Total:							1,650.00
Department: 197 - ENGINEERING							
Outstanding							
THE CLINIC AT ELM LAKE, PA	INV0023338	09/13/2017	DRUG TESTS (11/3/2016 TO 06/30/17)	001-197-501-200		09/13/2017	30.00
CANON FINANCIAL SERVICES, INC	17657909	09/14/2017	COPIER RENT	001-197-604-330		09/14/2017	46.00
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	ENGINEERING	001-197-491-135		09/12/2017	188.25
MAXXSOUTH BROADBAND	INV0023368	09/14/2017	AUGUST CHARGES	001-197-604-330		09/14/2017	48.88
TRUSTMARK NATIONAL BAN	INV0023347	09/13/2017	TACOMAS & PRIUS PAYMEN	001-197-820-874		09/13/2017	384.76
TRUSTMARK NATIONAL BAN	INV0023347	09/13/2017	TACOMAS & PRIUS PAYMEN	001-197-830-873		09/13/2017	52.19
						Outstanding Total:	750.08
Department 197 - ENGINEERING Total:							750.08
Department: 201 - POLICE DEPARTMENT							
Outstanding							
THE CLINIC AT ELM LAKE, PA	INV0023338	09/13/2017	DRUG TESTS (11/3/2016 TO 06/30/17)	001-201-691-550		09/13/2017	395.00

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9/15/2017 12:10:05 PM

Expense Approval Report

Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PITTS SIGN COMPANY	INV0023361	09/14/2017	F150 AND DIVE TRAILOR	001-261-918-805		09/14/2017	1,695.00
RACKLEY OIL INC.	463730	09/14/2017	FUEL FOR TRUCKS	001-261-525-231		09/14/2017	35.80
RACKLEY OIL INC.	463731	09/14/2017	FUEL FOR TRUCKS	001-261-525-231		09/14/2017	14.79
ARMY NAVY PAWN SHOP	0063209	09/12/2017	UNIFORM- HATS	001-261-535-233		09/12/2017	48.00
STARKVILLE AUTO PARTS	5151-105944	09/14/2017	RAD HOSE & ANTIFREEZE	001-261-630-360		09/14/2017	95.04
SLIDE LOCK TOOL CO., INC.	65481	09/12/2017	Z-TOOL SYSTEM	001-261-630-360		09/12/2017	365.85
THERESA'S ALTERATIONS	INV0023335	09/12/2017	UNIFORM ALTERATION	001-261-535-233		09/12/2017	122.00
LAIRD CLINIC OF FAMILY MEDICINE	896467	09/13/2017	PHYSICAL EXAM- THOMTHY LYNCH	001-261-600-319		09/13/2017	46.00
EVS /G&W DIESEL SERVICES, INC	129404	09/12/2017	BUNKER BOOTS	001-261-918-805		09/12/2017	300.00
SHEPS CLEANERS	20698	09/12/2017	UNIFORM CLEANING	001-261-600-430		09/12/2017	125.00
WAL MART-GENERAL CITY	244242	09/12/2017	LINEN FOR NEW FIREMEN	001-261-691-550		09/12/2017	74.78
RACKLEY OIL INC.	464147	09/14/2017	FUEL FOR TRUCKS	001-261-525-231		09/14/2017	292.71
CANON SOLUTIONS	440194	09/14/2017	COPIER RENTAL	001-261-501-200		09/14/2017	1.49
AMERICA-BURLINGTON							
SULLIVAN'S OFFICE SUPPLY, INC.	26217 & 26214	09/13/2017	FRAMES & CERTIFICATE HOLDERS	001-261-501-200		09/13/2017	50.40
POWERSTROKE EQUIPMENT	4046	09/14/2017	TRIMMERS	001-261-918-805		09/14/2017	413.52
SALES & SVC							
OCH REGIONAL MEDICAL CT	INV0023373	09/14/2017	GLOVES	001-261-555-250		09/14/2017	159.80
INTERSTATE BATTERY OF CNTRL MS	81994	09/14/2017	BATTERY	001-261-630-360		09/14/2017	116.95
ARMY NAVY PAWN SHOP	0063284	09/14/2017	UNIFORM PANTS	001-261-535-233		09/14/2017	345.00
SUNBELT FIRE APPARATUS	306900	09/14/2017	DOOR HANDLE	001-261-630-360		09/14/2017	335.92
Outstanding Total:							50,075.37
Department 261 - FIRE DEPARTMENT Total:							50,075.37
Department: 263 - FIRE TRAINING							
Outstanding							
NICHOLAS PEARSON	INV0023324	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
KENNETH WILSON	INV0023327	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
MICHAEL HOLMES	INV0023333	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
NICHOLAS PEARSON	INV0023325	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
KENNETH WILSON	INV0023326	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
MICHAEL HOLMES	INV0023332	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
KENNETH WILSON	INV0023323	09/12/2017	FIRE ACADEMY	001-263-600-390		09/12/2017	92.00
MICHAEL HOLMES	INV0023334	09/12/2017	FIRE ACADEMY - MEALS	001-263-600-390		09/12/2017	75.42
JOHNATHAN CAIN	INV0023330	09/12/2017	MEALS -TRAINING	001-263-600-390		09/12/2017	27.76
TYLER A. DAVIS	INV0023374	09/14/2017	DRIVER OPERATOR TRAININ	001-263-600-390		09/12/2017	47.17
JOHNATHAN CAIN	INV0023329	09/12/2017	DRIVER OPERATOR CLASSES	001-263-600-390		09/14/2017	34.39
TYLER A. DAVIS	INV0023375	09/14/2017	DRIVER OPERATOR TRAININ	001-263-600-390		09/12/2017	90.09
SHEDRICK HOGAN	INV0023331	09/12/2017	MEALS & TRAVEL - TRAINING	001-263-600-390		09/14/2017	92.87
KENNETH WILSON	INV0023328	09/12/2017	MEAL REIMB	001-263-600-390		09/12/2017	59.48
							57.00

Expense Approval Report

Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STATE FIRE ACADEMY	25606	09/14/2017	FIRE INSPECTOR	001-263-600-390		09/14/2017	1,770.00
Outstanding Total:							2,806.18
Department 263 - FIRE TRAINING Total:							2,806.18

Department: 264 - FIRE COMMUNICATIONS

Outstanding							
UPS	0000054E5Y347	09/13/2017	SHIP PACKAGE	001-264-604-330		09/13/2017	18.75
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-264-604-330		09/14/2017	2,786.44
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-264-604-330		09/14/2017	534.50
BOB'S MOBILE RADIO	315813	09/14/2017	CHARGERS	001-264-630-404		09/14/2017	270.00
BOB'S MOBILE RADIO	INV0023339	09/13/2017	MONTHLY SERVICE AGREEMENT	001-264-630-404		09/13/2017	310.00
LEAF	7698285	09/14/2017	PHONE SYSTEM	001-264-690-550		09/14/2017	302.95
Outstanding Total:							4,222.64
Department 264 - FIRE COMMUNICATIONS Total:							4,222.64

Department: 267 - FIRE STATIONS AND BUILDINGS

Outstanding							
MAXXSOUTH BROADBAND	INV0023366	09/14/2017	FIRE STATION 2 MONTHLY CHARGES	001-267-625-380		09/14/2017	161.90
S&K DOOR AND SPECIALTY COMPANY, INC.	62059	09/13/2017	REPAIR STATION 4 OVERHEAD DOOR	001-267-558-269		09/13/2017	325.00
BELL BUILDING SUPPLY, INC.	202000	09/14/2017	LIGHT BALLAST	001-267-558-269		09/14/2017	22.29
BELL BUILDING SUPPLY, INC.	202047	09/14/2017	LIGHT BALLAST	001-267-558-269		09/14/2017	17.99
BELL BUILDING SUPPLY, INC.	202047	09/14/2017	LIGHT BALLAST	001-267-558-269		09/14/2017	-22.29
NORTHEAST EXTERMINATION	INV0023362	09/14/2017	PEST CONTROL - ALL STATIONS	001-267-558-269		09/14/2017	110.00
LOWE'S	75574	09/14/2017	FRIDGE FOR STATION 4	001-267-558-269		09/14/2017	854.05
GOLDEN TRIANGLE PROPANE, LLC	3515.	09/12/2017	TANK RENT	001-267-625-380		09/12/2017	24.00
Outstanding Total:							1,492.94
Department 267 - FIRE STATIONS AND BUILDINGS Total:							1,492.94

Department: 281 - BUILDING/CODES OFFICE

Outstanding							
EXPRESS EMPLOYMENT PROFESSIONALS	19351293	09/13/2017	PART TIME -POSLEY	001-281-600-300		09/13/2017	343.64
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	BLDG CODES	001-281-491-135		09/12/2017	75.00
MAXXSOUTH BROADBAND	INV0023368	09/14/2017	AUGUST CHARGES	001-281-604-330		09/14/2017	48.88
EXPRESS EMPLOYMENT PROFESSIONALS	19383034	09/12/2017	BLDG DEPT. TEMP EMP	001-281-600-300		09/12/2017	624.80
TRUSTMARK NATIONAL BAN	INV0023345	09/13/2017	STREE F250 AND 2 TACOMA	001-281-820-874		09/13/2017	395.75
TRUSTMARK NATIONAL BAN	INV0023345	09/13/2017	STREE F250 AND 2 TACOMA	001-281-830-873		09/13/2017	55.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TRUSTMARK NATIONAL BAN	INV0023347	09/13/2017	TACOMAS & PRIUS PAYMEN	001-281-820-874		09/13/2017	384.76
TRUSTMARK NATIONAL BAN	INV0023347	09/13/2017	TACOMAS & PRIUS PAYMEN	001-281-830-873		09/13/2017	52.19
EXPRESS EMPLOYMENT PROFESSIONALS	19425339	09/14/2017	POSLEY, JACQUELINE REG TIME	001-281-600-300		09/14/2017	624.80

Outstanding Total: 2,605.44

Department 281 - BUILDING/CODES OFFICE Total: 2,605.44

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding							
PRECISION COMMUNICATIONS	13002	09/12/2017	CIVIL DEFENSE SIREN	001-290-918-805		09/12/2017	18,197.12

Outstanding Total: 18,197.12

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 18,197.12

Department: 301 - STREET DEPARTMENT

Outstanding							
THE CLINIC AT ELM LAKE, PA	INV0023338	09/13/2017	DRUG TESTS (11/3/2016 TO 06/30/17)	001-301-691-550		09/13/2017	90.00
COLUMBUS RUBBER & GASKET CO., INC.	547405-001 DI	09/15/2017	ADAPTER, HOSE ASSEMBLY, COUPLE, NIPPLE	001-301-630-360		09/15/2017	903.07
CITY ALIGNMENT SERVICE	65510	09/14/2017	DODGE RAM RPRS	001-301-630-400		09/14/2017	248.23
SHERWIN WILLIAMS CO.	INV0023356	09/13/2017	PAINT SUPPLIES	001-301-565-272		09/13/2017	457.87
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	STREET	001-301-491-135		09/12/2017	5,974.79
WILLIAMS EQUIPMENT AND SUPPLY CO	S-3342879	09/12/2017	42" MX BRUSHCUTTER	001-301-918-805		09/12/2017	5,275.00
BANKFIRST-VISA PAYMENT	INV0023355	09/13/2017	PAINT SUPPLIES	001-301-565-272		09/13/2017	96.65
CINTAS	215258329	09/14/2017	L. BROWN	001-301-535-233		09/14/2017	35.00
CINTAS	21525837	09/14/2017	STREET UNIFORMS	001-301-535-233		09/14/2017	134.62
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-301-604-330		09/14/2017	126.40
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	001-301-604-330		09/14/2017	34.15
CINTAS	5008736238	09/14/2017	GLOVES , WIPES, ECT	001-301-555-250		09/14/2017	289.40
TRUSTMARK NATIONAL BAN	INV0023345	09/13/2017	STREE F250 AND 2 TACOMA	001-301-820-874		09/13/2017	395.75
TRUSTMARK NATIONAL BAN	INV0023345	09/13/2017	STREE F250 AND 2 TACOMA	001-301-830-873		09/13/2017	55.63
BELL BUILDING SUPPLY, INC.	202665	09/14/2017	TOOLS/PINE	001-301-555-250		09/14/2017	286.32
PAUL'S WELDING	227174	09/14/2017	NEW CAT.	001-301-630-400		09/14/2017	750.00
PAUL'S WELDING	227176	09/14/2017	BUILD HIGH STEP ON SIGN	001-301-560-270		09/14/2017	795.00

Outstanding Total: 15,947.88

Department 301 - STREET DEPARTMENT Total: 15,947.88

Department: 302 - STREET LIGHTING

Outstanding							
MSU FACILITIES MANAGEMENT	CM0000437	09/15/2017	CREDIT MEMO	001-302-625-380		09/15/2017	-7.72

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MSU FACILITIES MANAGEMENT	INV0023360	09/14/2017	TRAFFIC SIGNAL	001-302-625-380		09/14/2017	21.74
Department: 360 - ANIMAL CONTROL							
Outstanding							14.02
MS MUNICIPAL WORKER'S COMPENSATIO							234.00
BOB'S MOBILE RADIO							9.00
Department 302 - STREET LIGHTING Total:							14.02
Department: 550 - PARKS AND REC DEPARTMENT							
Outstanding							243.00
SPORTS SPECIALTY							-813.00
THE CLINIC AT ELM LAKE, PA							300.00
GERRY LOGAN							1,319.28
RACKLEY OIL INC.							223.63
RACKLEY OIL INC.							250.92
SPORTS CENTER							1,596.00
LOWE'S							7.54
LOWE'S							10.40
LOWE'S							42.69
GATEWAY TIRE & SERVICE CENTER							15.00
RACKLEY OIL INC.							207.70
SULLIVAN'S OFFICE SUPPLY, INC.							115.99
M'S MUNICIPAL WORKER'S COMPENSATIO							2,191.00
ATCO INTERNATIONAL							467.18
SPORTS SPECIALTY							1,202.80
RACKLEY OIL INC.							262.48
NEWELL PAPER COMPANY							517.89
SULLIVAN'S OFFICE SUPPLY, INC.							253.87
TEMECKER JACKSON							80.00
KYISHA BIBBS							45.00
SOUTHERN							125.10
TELECOMMUNICATIONS							34.15
SOUTHERN							90.00
TELECOMMUNICATIONS							
AUSTIN DALE HIPPS							

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RACKLEY OIL INC.	117602	09/14/2017	GAS	001-550-501-204		09/14/2017	53.70
NEWELL PAPER COMPANY	3011602	09/13/2017	SUPPLIES	001-550-501-208		09/13/2017	34.66
CINTAS	5008736237	09/14/2017	SERVICE CHARGE & GLV SD NTRL	001-550-501-220		09/14/2017	55.03
NEWELL PAPER COMPANY	3011485	09/13/2017	TRASH BAGS/BLEACH	001-550-501-208		09/13/2017	51.06
CANON SOLUTIONS	4023555953	09/12/2017	SPORTSPLEX COPIER	001-550-501-200		09/12/2017	26.85
AMERICA-BURLINGTON							
RACKLEY OIL INC.	116633	09/14/2017	GAS	001-550-501-204		09/14/2017	170.32
WAUKAWAY DISTRIBUTORS, INC	CLR0917-266	09/13/2017	MONTHLY COOLER RENT	001-550-501-220		09/13/2017	43.85
G&K SERVICES	6231382783	09/13/2017	MATS @ PARK	001-550-501-220		09/13/2017	36.20
WAUV RADIO 98.9	897510	09/13/2017	BREAST CANCER CAMPAING THEME	001-550-600-300		09/13/2017	150.00
SCHRONDA FAYE EDDINS	INV0023430	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	500.00
ANTHONY STEVENSON	INV0023431	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	800.00
KENNEDI AKINS	INV0023432	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	240.00
VERLEAN AKINS	INV0023433	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	463.00
RACHEL LAMBERT	INV0023434	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	500.00
CODY ROMAN	INV0023435	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	500.00
RICHARD HILL	INV0023436	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	162.00
ANDREW MOCK	INV0023437	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	162.00
COOPER CLEMENT	INV0023438	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	144.00
CALVIN.WARE	INV0023439	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	126.00
AUSTIN DALE HIPPS	INV0023441	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	90.00
MARION WATSON	INV0023444	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	400.00
JUSTIN DAVIS	INV0023445	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	45.00
ALANDO RODGERS	INV0023446	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	30.00
DIANE CLARK	INV0023449	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	100.00
NEIKO HOWELL	INV0023450	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	120.00
JALANA M. PERSE	INV0023452	09/12/2017	UMPIRES & REFEREES	001-550-600-320		09/12/2017	120.00
CHARLES R. TILLERY II	INV0023453	09/12/2017	UMPIRES & REFEREES	001-550-600-320		09/12/2017	570.00
RONALD JOHNSON JR.	INV0023454	09/12/2017	UMPIRES & REFEREES	001-550-600-320		09/12/2017	405.00
KEVIN WARE	INV0023455	09/12/2017	UMPIRES & REFEREES	001-550-600-320		09/12/2017	330.00
JARQUEZ McCARTER	INV0023456	09/12/2017	UMPIRES & REFEREES	001-550-600-320		09/12/2017	570.00
PITNEY (GLOBAL FINANCIAL SERVICES)	3304210459	09/13/2017	LEASING CHARGES	001-550-501-200		09/13/2017	281.07
SPORTS ILLUSTRATED	INV0023359	09/13/2017	AUGUST BACKGROUND CHECKS	001-550-600-300		09/13/2017	111.50
PLAY /SPORTSIGNUP							
ZEBEDEE RICE	INV0023442	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	54.00
CLIFTON DAVES	INV0023447	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	45.00
RAPHAEL McCLAIN	INV0023448	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	440.00

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REGGIE (REGINALD) CAMPBELL	INV0023457	09/15/2017	UMPIRES & REFEREES	001-550-600-320		09/15/2017	540.00
Department: 600 - CAPITAL PROJECTS							
Outstanding							
BRISLIN, INC	170885	09/13/2017	HVAC - SERVER ROOM	001-600-901-812		09/13/2017	318.50
BRISLIN, INC	170937	09/13/2017	2ND FLOOR LEAK REPAIR	001-600-901-812		09/13/2017	121.00
BRISLIN, INC	171005	09/13/2017	HVAC SERVER ROOM	001-600-901-812		09/13/2017	191.00
GREGORY CONSTRUCTION	4053-COS	09/12/2017	HWY 12 SIGNS	001-600-912-801		09/12/2017	6,260.00
BRISLIN, INC	171066	09/13/2017	2ND FLOOR LEAK	001-600-901-812		09/13/2017	200.96
Outstanding Total:							17,015.86
Department 550 - PARKS AND REC DEPARTMENT Total:							17,015.86
Department 600 - CAPITAL PROJECTS Total:							7,091.46

Department: 800 - DEBT SERVICE

Outstanding							
HANCOCK BANK	INV0023321	09/12/2017	PD BOND 2016A - PRINCIPAL	001-800-820-840		09/12/2017	110,000.00
HANCOCK BANK	INV0023321	09/12/2017	PD BOND 2016A - INTEREST	001-800-830-829		09/12/2017	61,912.50
HANCOCK BANK	INV0023322	09/12/2017	PD BOND 2016B - PRINCIPAL	001-800-820-855		09/12/2017	85,000.00
HANCOCK BANK	INV0023322	09/12/2017	PD BOND 2016B - INTEREST	001-800-830-830		09/12/2017	50,212.50
Outstanding Total:							307,125.00
Paid							
BANCORPSOUTH	INV0023295	09/08/2017	G/O PUB IMPO BD 2009 - ACCT 82-0054-01-3	001-800-830-884		09/08/2017	10,787.50
Paid Total:							10,787.50
Department 800 - DEBT SERVICE Total:							317,912.50
Fund 001 - GENERAL FUND Total:							530,922.05

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND							
Outstanding							
SECURITY SOLUTIONS	102637	09/12/2017	CAMERA SYSTEM FOR PD	002-251-918-805		09/12/2017	4,491.90
MAXXSOUTH BROADBAND	INV0023364	09/14/2017	AUGUST CHARGES	002-251-600-300		09/14/2017	343.00
Outstanding Total:							4,834.90
Department 251 - DRUG EDUCATION FUND Total:							4,834.90
Fund 002 - RESTRICTED POLICE FUND Total:							4,834.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 003 - RESTRICTED FIRE FUND							
Department: 560 - RESTRICTED FIRE FUND							
Outstanding							
BANCORPSOUTH EQUIPMENT FINANCE	733470314016	09/15/2017	2018 F150	003-560-820-874		09/15/2017	1,555.67
Outstanding Total:							1,555.67
Department 560 - RESTRICTED FIRE FUND Total:							1,555.67
Fund 003 - RESTRICTED FIRE FUND Total:							1,555.67
Fund: 015 - AIRPORT FUND							
Department: 505 - AIRPORT							
Outstanding							
THE CLINIC AT ELM LAKE, PA	INV0023338	09/13/2017	DRUG TESTS (11/3/2016 TO 06/30/17)	015-505-691-550		09/13/2017	60.00
REYNOLDS/RENASANT INSURANCE AGENCY	834736	09/13/2017	AIRPORT LIABILITY INSURANCE	015-505-620-370		09/13/2017	3,059.00
EASTERN AVIATION FUELS	R2799015 & R2818591	09/12/2017	SEPTEMBER RENT	015-505-600-322		09/12/2017	800.00
EASTERN AVIATION FUELS	R2799015 & R2818591	09/12/2017	AUGUST RENT	015-505-600-322		09/12/2017	800.00
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	AIRPORT	015-505-491-135		09/12/2017	1,206.38
HESTER FENCE & CONSTRUCTION CO.	567	09/13/2017	FENCE / GATES	015-505-720-805		09/13/2017	1,249.25
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	015-505-604-330		09/14/2017	241.21
LOWE'S	10095	09/14/2017	LIGHTBULBS	015-505-501-198		09/14/2017	94.90
EASTERN AVIATION FUELS	2817377	09/12/2017	JET FUEL	015-505-525-233		09/12/2017	15,584.96
WAL MART-GENERAL CITY	INV0023369	09/14/2017	SUPPLIES	015-505-501-198		09/14/2017	8.88
WAL MART-GENERAL CITY	INV0023369	09/14/2017	SUPPLIES	015-505-501-198		09/14/2017	1.32
WAL MART-GENERAL CITY	INV0023369	09/14/2017	SUPPLIES	015-505-501-200		09/14/2017	3.78
WAL MART-GENERAL CITY	INV0023369	09/14/2017	SUPPLIES	015-505-501-200		09/14/2017	24.97
BULLDOG CLEANING SERVIC	916219	09/12/2017	STRIPED AND WAXED TILE FLOOR IN TERMINAL BLD	015-505-501-198		09/12/2017	300.00
FIRST RESPONSE FIRE- MIKE COLLINS	INV0023349	09/13/2017	FIRE EXTINGUISHERS INSPECTIONS	015-505-501-198		09/13/2017	200.00
BELL BUILDING SUPPLY, INC.	202850	09/14/2017	ROPE AND LOCK	015-505-501-198		09/14/2017	20.24
BELL BUILDING SUPPLY, INC.	202851	09/14/2017	PADLOCK	015-505-501-198		09/14/2017	32.67
JAMES HUNTER MIDDLETON P.A.	6	09/13/2017	CONTRACT LABOR - GRASS CUTTING	015-505-600-338		09/13/2017	252.00
MITCHELL, MCNUTT, & SAM, P.A.	341295	09/14/2017	SALE OF BUILDING	015-505-600-338		09/14/2017	112.00
Outstanding Total:							24,051.56
Department 505 - AIRPORT Total:							24,051.56
Fund 015 - AIRPORT FUND Total:							24,051.56

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Vendor Name	Payable Number	Post Date	Project Account Key	Post Date	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
HESTER FENCE & CONSTRUCTION CO.	567	09/13/2017	016-515-720-806	09/13/2017	22,486.50
HESTER FENCE & CONSTRUCTION CO.	567	09/13/2017	016-515-720-806	09/13/2017	1,249.25
Outstanding Total:					23,735.75
Department 515 - RESTRICTED PROJECTS Total:					23,735.75
Fund 016 - RESTRICTED AIRPORT Total:					23,735.75
Fund: 022 - SANITATION					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
THE CLINIC AT ELM LAKE, PA	INV0023338	09/13/2017	022-322-600-300	09/13/2017	240.00
STARKVILLE DAILY NEWS	INV0023337	09/12/2017	022-322-604-330	09/12/2017	432.94
STARKVILLE FORD-LINCOLN MERCURY, IN	82535	09/12/2017	022-322-630-360	09/12/2017	578.97
HILL MANUFACTURING COMPANY, INC.	946148-78	09/12/2017	022-322-555-250	09/12/2017	142.15
GATEWAY TIRE & SERVICE CENTER	1103804135	09/14/2017	022-322-630-360	09/14/2017	595.46
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	022-322-491-135	09/12/2017	24,370.76
GOLDEN TRIANGLE WASTE SVCS.	23785-9559	09/12/2017	022-322-600-379	09/12/2017	330.00
GOLDEN TRIANGLE WASTE SVCS.	23785-9562	09/12/2017	022-322-600-379	09/12/2017	1,115.00
TERRY'S GARAGE, INC	40859	09/12/2017	022-322-630-360	09/12/2017	915.80
CINTAS	215258331	09/14/2017	022-322-535-233	09/14/2017	239.56
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	022-322-604-330	09/14/2017	34.15
QUILL CORPORATION	9528435	09/14/2017	022-322-501-200	09/14/2017	487.97
GOLDEN TRIANGLE PLANNING & DEVELOPM	2482	09/13/2017	022-322-600-364	09/13/2017	643.50
GOLDEN TRIANGLE REG SOLID WASTE MGMT. AUTH	INV0023340	09/13/2017	022-322-600-379	09/13/2017	41,626.71
THE COMMERCIAL DISPATC	INV0023350	09/13/2017	022-322-604-330	09/13/2017	45.00
WASTE MANAGEMENT REGIONS FINANCIAL CORPORATION	068869-2132-6	09/12/2017	022-322-600-431	09/12/2017	3,963.80
TRUSTMARK NATIONAL BAN	810317	09/13/2017	022-322-820-874	09/13/2017	4,880.41
TRUSTMARK NATIONAL BAN	INV0023343	09/13/2017	022-322-820-874	09/13/2017	6,416.97
TRUSTMARK NATIONAL BAN	INV0023343	09/13/2017	022-322-830-873	09/13/2017	773.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GATEWAY TIRE & SERVICE CENTER	103822156	09/14/2017	TRUCK #88	022-322-630-360		09/14/2017	264.66
SULLIVAN'S OFFICE SUPPLY, INC.	26341	09/14/2017	PRINTER INK	022-322-501-200		09/14/2017	136.46
GATEWAY TIRE & SERVICE CENTER	103828846	09/14/2017	TRUCK #41 FLAT TIRE	022-322-630-360		09/14/2017	53.00
GATEWAY TIRE & SERVICE CENTER	103828849	09/14/2017	TRUCK #40/41 FLAT TIRE	022-322-630-360		09/14/2017	28.50
THE WELDING WORKS LLC	2529	09/14/2017	REPAIRS	022-322-630-360		09/14/2017	1,025.00
GATEWAY TIRE & SERVICE CENTER	103829904	09/14/2017	TRUCK #95	022-322-630-360		09/14/2017	817.10
GOLDEN TRIANGLE PLANNING & DEVELOPM	2800	09/13/2017	SEPTEMBER BILLING SVCS	022-322-600-364		09/13/2017	327.80
Department: 322 - SANITATION DEPARTMENT Total:							90,485.25
Outstanding							90,485.25
BANKFIRST-VISA PAYMENT	INV0023354	09/13/2017	KEEP STK BEAUTIFUL STICKERS	022-323-610-374		09/13/2017	194.77
MPIC - MS PRISON INDUSTRIES CORP.	109267	09/12/2017	11 TRASH RECEPTACLES	022-323-501-200		09/12/2017	4,733.00
Department: 323 - MISSING DESCRIPTION							4,927.77
Outstanding							4,927.77
FASTENAL COMPANY	MSSTA73615	09/13/2017	TRUCK #38	022-325-630-360		09/13/2017	13.89
MGM, INC.	9292	09/14/2017	TRUCK REPAIRS	022-325-630-360		09/14/2017	577.51
TERRY'S GARAGE, INC	40830	09/12/2017	TRUCK #38	022-325-630-360		09/12/2017	242.87
EMPIRE TRUCK SALES, LLC	RE005009916	09/12/2017	TRUCK #38 REPAIRS	022-325-630-360		09/12/2017	756.88
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	RUBBISH	022-325-491-135		09/12/2017	225.00
Department: 325 - RUBBISH							1,816.15
Outstanding							1,816.15
REGIONS FINANCIAL CORPORATION	INV0023348	09/13/2017	2 F250 TRUCKS	022-341-820-874		09/13/2017	1,155.27
REGIONS FINANCIAL CORPORATION	INV0023348	09/13/2017	2 F250 TRUCKS	022-341-830-873		09/13/2017	59.03
GATEWAY TIRE & SERVICE CENTER	1103802620	09/12/2017	VEHICLE VIN# 181-1	022-341-630-360		09/12/2017	761.20
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	LANDSCAPE	022-341-491-135		09/12/2017	2,947.92
Department: 341 - LANDSCAPING							1,816.15
Outstanding							1,816.15

Expense Approval Report

Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
H & R AGRI-POWER	CN40478	09/12/2017	KOBO TRACTOR #2 PARTS	022-341-630-360		09/12/2017	43.78
GATEWAY TIRE & SERVICE CENTER	103813622	09/14/2017	1998 TRACTOR	022-341-630-360		09/14/2017	644.99
REGIONS FINANCIAL CORPORATION	810317	09/13/2017	FORD TRUCKS	022-341-820-874		09/13/2017	571.99
TRUSTMARK NATIONAL BAN	INV0023346	09/13/2017	STREET SWEEPER PAYMENT	022-341-820-874		09/13/2017	3,340.84
TRUSTMARK NATIONAL BAN	INV0023346	09/13/2017	STREET SWEEPER PAYMENT	022-341-830-873		09/13/2017	402.75
GATEWAY TIRE & SERVICE CENTER	103821883	09/14/2017	7610 FORD TRACTOR	022-341-630-360		09/14/2017	673.48
Outstanding Total:							10,601.25
Department 341 - LANDSCAPING Total:							10,601.25
Fund 022 - SANITATION Total:							107,830.42

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - MISSING DESCRIPTION

Outstanding							
ROCK HILL WATER ASSOCIATION	INV0023353	09/13/2017	UTILITIES	023-323-625-380		09/13/2017	57.00
NEEL-SCHAFFER	1046595	09/13/2017	PROFESSIONAL SERVICES-TASK 5 CLASS 1 RUBBISH SIT	023-323-600-338		09/13/2017	3,300.00
NEEL-SCHAFFER	1046595	09/13/2017	PROFESSIONAL SERVICES-TASK 4 CELL 5 CLOSURE	023-323-600-338		09/13/2017	4,140.00
ROCK HILL WATER ASSOCIATION	INV0023320	09/12/2017	RECYCLE/LANDFILL UTILITIES	023-323-625-380		09/12/2017	71.40
THOMPSON MACHINERY	WO110045929	09/12/2017	DOZER REPAIRS	023-323-630-400		09/12/2017	835.02
MS MUNICIPAL WORKER'S COMPENSATIO	7869	09/12/2017	LANDFILL	023-323-491-135		09/12/2017	1,092.37
CINTAS	215258330	09/14/2017	LANDFILL UNIFORMS	023-323-535-233		09/14/2017	35.00
SOUTHERN TELECOMMUNICATIONS	INV0023371	09/14/2017	TELECOMMUNICATION	023-323-604-330		09/14/2017	34.18
LYLE MACHINERY	STARK003	09/12/2017	DOZER RENTAL	023-323-691-550		09/12/2017	14,502.50
Outstanding Total:							24,067.47
Paid							
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0023294	09/08/2017	102182-001 LANDFILL	023-323-625-380		09/08/2017	139.91
Paid Total:							139.91
Department 323 - MISSING DESCRIPTION Total:							24,207.38
Fund 023 - LANDFILL ACCOUNT Total:							24,207.38

Expense Approval Report

Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 107 - COMPUTER ASSESSMENTS							
Department: 112 - COMPUTER ASSESSMENTS							
Outstanding							
TYLER TECHNOLOGIES	025-199819	09/15/2017	SEPT. ONLINE COURT	107-112-600-303		09/15/2017	175.00
						Outstanding Total:	175.00
Fund: 375 - PARK AND REC TOURISM							
Department: 551 - PARK & REC TOURISM							
Outstanding							
REFRIGERATION SUPPLY CO.	348679	09/13/2017	AIR FILTERS	375-551-907-942		09/13/2017	51.60
SOUTHERN PIPE AND SUPPLY CO., INC	1832294.	09/13/2017	FLUSH VALVE	375-551-907-942		09/13/2017	137.24
TERRY SVC., INC	54480	09/13/2017	REPLACE MOTOR, ECT	375-551-907-942		09/13/2017	1,007.47
STARKVILLE UTILITIES	INV0023336	09/12/2017	REPAIRED LIGHTS AT SPORTPLEX	375-551-907-942		09/12/2017	8,267.77
OKTIBBEHA COUNTY COOPERATIVE	264231	09/14/2017	SUPPLIES	375-551-907-942		09/14/2017	189.94
SOUTHERN PIPE AND SUPPLY CO., INC	1084284-00	09/13/2017	SUPPLIES	375-551-907-942		09/13/2017	147.32
M&K LAWN CARE, LLC - JOHN MITCHELL MAROLT	486	09/13/2017	MC KEE PARK HAZARDOUS TREE REMOVAL, CLEANUP, STUMP	375-551-907-942		09/13/2017	4,400.00
HAF-TO-GO PORTABLE TOILETS	12023	09/13/2017	4 PORTABLE TOILET	375-551-907-942		09/13/2017	300.00
M&K LAWN CARE, LLC - JOHN MITCHELL MAROLT	484	09/13/2017	DAILY EXCAVATOR RENTAL	375-551-907-942		09/13/2017	600.00
H & R AGRI-POWER	CN39960	09/13/2017	SPINDLE ASSEMBLY	375-551-907-942		09/13/2017	490.51
VERNON PLUMBING CONTRACTORS	2266	09/12/2017	INSTALL (10) WATER COOLE	375-551-907-942		09/12/2017	4,500.00
M&K LAWN CARE, LLC - JOHN MITCHELL MAROLT	485	09/13/2017	MC KEE PARK - TREE LIMBIN	375-551-907-942		09/13/2017	4,000.00
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	9.47
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	18.97
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	18.97
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	37.98
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	18.98
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	68.65
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	34.14
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	182.40
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	9.48
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	37.94
LOWE'S	10910	09/14/2017	JANITORIAL SUPPLIES	375-551-907-942		09/14/2017	6.36
BSN SPORTS	900334010	09/13/2017	BENCH/BLEACHERS	375-551-907-942		09/13/2017	4,999.25

Department 112 - COMPUTER ASSESSMENTS Total:
Fund 107 - COMPUTER ASSESSMENTS Total:

Expense Approval Report

Post Dates: 09/08/2017 - 9/15/17

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
HAF-TO-GO PORTABLE TOILETS	12024	09/13/2017	4 PORTABLE TOILETS	375-551-907-942		09/13/2017	300.00
REGIONS FINANCIAL CORPORATION	INV0023344	09/13/2017	POOL PAYMENT	375-551-840-880		09/13/2017	1,271.67
REGIONS FINANCIAL CORPORATION	INV0023344	09/13/2017	POOL PAYMENT	375-551-840-881		09/13/2017	39.58
LANCE JACKSON AIR CONDIT	100300	09/12/2017	REPAIRED AIR CONDITIONER @ ACTIVITY ROOM	375-551-907-942		09/12/2017	420.00
THE WELDING WORKS LLC	2412	09/14/2017	REPAIRS ON MOWER	375-551-907-942		09/14/2017	165.00
						Outstanding Total:	31,730.69
Paid							
DEERE & COMPANY	0115798007	09/08/2017	JDTX4x2 EQUIPMENT	375-551-907-942		09/08/2017	7,321.92
						Paid Total:	7,321.92
						Department 551 - PARK & REC TOURISM Total:	39,052.61
						Fund 375 - PARK AND REC TOURISM Total:	39,052.61
						Grand Total:	756,365.34

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	530,922.05	11,837.50
002 - RESTRICTED POLICE FUND	4,834.90	0.00
003 - RESTRICTED FIRE FUND	1,555.67	0.00
015 - AIRPORT FUND	24,051.56	0.00
016 - RESTRICTED AIRPORT	23,735.75	0.00
022 - SANITATION	107,830.42	0.00
023 - LANDFILL ACCOUNT	24,207.38	139.91
107 - COMPUTER ASSESSMENTS	175.00	0.00
375 - PARK AND REC TOURISM	39,052.61	7,321.92
Grand Total:	756,365.34	19,299.33

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	14,769.03	0.00
001-000-054-205	DUE FROM STARKVILLE	761.80	0.00
001-000-070-251	FUEL INVENTORY	16,398.41	0.00
001-000-149-691	MUNICIPAL COURT BON	510.75	500.00
001-000-160-698	DONATION POLICE	8,000.00	0.00
001-000-330-135	COURT CLERK SETTLEME	650.00	550.00
001-100-610-350	TRAVEL / TRAINING	25.00	0.00
001-110-491-135	WORKER'S COMPENSATI	439.51	0.00
001-110-600-300	PROFESSIONAL SERVICE	321.00	0.00
001-110-604-330	COMMUNICATIONS	269.52	0.00
001-111-604-330	COMMUNICATIONS	134.67	0.00
001-120-503-202	COMMITTEE SUPPORT	264.33	0.00
001-120-604-330	COMMUNICATIONS	238.13	0.00
001-120-691-550	MISCELLANEOUS	145.98	0.00
001-123-491-135	WORKER'S COMPENSATI	431.11	0.00
001-123-604-330	COMMUNICATIONS	117.18	0.00
001-123-630-400	EQUIPMENT REPAIR &	112.45	0.00
001-142-491-135	WORKER'S COMPENSATI	307.60	0.00
001-145-501-200	SUPPLIES	192.58	0.00
001-145-604-330	COMMUNICATIONS	129.03	0.00
001-145-630-400	EQUIPMENT RENT	574.27	0.00
001-145-918-805	MACHINERY AND EQUIP	3,785.37	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	12,468.50	0.00
001-169-600-309	LEGAL EXPENSES	1,221.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	518.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	815.86	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-180-604-330	COMMUNICATIONS	94.88	0.00
001-190-600-326	BOARD OF ADJUSTMEN	57.37	0.00
001-190-604-330	COMMUNICATIONS	198.29	0.00
001-190-691-550	MISCELLANEOUS	32.25	0.00
001-190-918-807	OFFICE EQUIPMENT/SO	500.00	0.00
001-192-510-220	SUPPLIES	25.07	0.00
001-192-600-338	CONTRACT SERVICES	1,100.00	0.00
001-192-625-380	UTILITIES	34.15	0.00
001-192-630-403	REPAIRS TO BUILDING	238.00	0.00
001-195-690-554	ORDINANCE CODIFICATI	350.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	1,100.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	550.00	0.00
001-197-491-135	WORKER'S COMPENSATI	188.25	0.00
001-197-501-200	SUPPLIES	30.00	0.00
001-197-604-330	COMMUNICATIONS	94.88	0.00
001-197-820-874	PRINCIPAL	384.76	0.00
001-197-830-873	INTEREST	52.19	0.00
001-201-491-135	WORKER'S COMPENSATI	22,044.70	0.00
001-201-501-200	SUPPLIES	69.20	0.00
001-201-604-330	COMMUNICATIONS	1,204.27	0.00
001-201-630-400	EQUIPMENT REPAIR &	304.00	0.00
001-201-691-550	MISCELLANEOUS	395.00	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-604-330	COMMUNICATIONS	68.30	0.00
001-261-491-135	WORKER'S COMPENSATI	39,940.71	0.00
001-261-501-200	SUPPLIES	51.89	0.00
001-261-525-231	GAS & OIL	753.05	0.00
001-261-535-233	UNIFORMS	2,292.87	0.00
001-261-555-250	SUPPLIES & SMALL TOO	159.80	0.00
001-261-600-319	PHYSICAL EXAMINATION	830.00	0.00
001-261-600-430	UNIFORM CLEANING	125.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	963.75	0.00
001-261-691-550	MISCELLANEOUS	374.78	0.00
001-261-918-805	MACHINERY AND EQUIP	4,583.52	0.00
001-263-600-390	FIRE TRAINING	2,806.18	0.00
001-264-604-330	COMMUNICATIONS	3,339.69	0.00
001-264-630-404	RADIO MAINTENANCE /	580.00	0.00
001-264-690-550	MISCELLANEOUS	302.95	0.00
001-267-558-269	BUILDING MAINTENANC	1,307.04	0.00
001-267-625-380	UTILITIES	185.90	0.00
001-281-491-135	WORKER'S COMPENSATI	75.00	0.00
001-281-600-300	PROFESSIONAL SERVICE	1,593.24	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-281-604-330	COMMUNICATIONS	48.88	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	780.51	0.00
001-281-830-873	INTEREST (VEHICLES)	107.81	0.00
001-290-918-805	MACHINERY AND EQUIP	18,197.12	0.00
001-301-491-135	WORKER'S COMPENSATI	5,974.79	0.00
001-301-535-233	UNIFORMS	169.62	0.00
001-301-555-250	SUPPLIES & SMALL TOO	575.72	0.00
001-301-560-270	CONSTRUCTION MATERI	795.00	0.00
001-301-565-272	STREETS SIGNS & PAINT	554.52	0.00
001-301-604-330	COMMUNICATIONS	160.55	0.00
001-301-630-360	SHOP REPAIRS & MAINT	903.07	0.00
001-301-630-400	EQUIPMENT REPAIR &	998.23	0.00
001-301-691-550	MISCELLANEOUS	90.00	0.00
001-301-820-874	PRINCIPAL	395.75	0.00
001-301-830-873	INTEREST	55.63	0.00
001-301-918-805	MACHINERY AND EQUIP	5,275.00	0.00
001-302-625-380	UTILITIES	14.02	0.00
001-360-491-135	WORKER'S COMPENSATI	234.00	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-550-480-139	WORKERS COMPENSATI	2,191.00	0.00
001-550-501-200	OFFICE SUPPLIES	307.92	0.00
001-550-501-204	GAS & OIL	1,422.62	0.00
001-550-501-208	JANITORIAL FEES	1,070.79	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	1,630.98	0.00
001-550-600-300	MISC SERVICES	2,562.30	0.00
001-550-600-320	CONTRACT LABOR, UMP	7,546.00	0.00
001-550-600-330	COMMUNICATIONS	159.25	0.00
001-550-949-978	PARK & REC REFUNDS	125.00	0.00
001-600-901-812	MUNICIPAL BUILDING F	831.46	0.00
001-600-912-801	MDOT HWY 12 PROJECT	6,260.00	0.00
001-800-820-840	2016 BOND: 3M POLICE	110,000.00	0.00
001-800-820-855	2016 BOND: 2.4 M POLI	85,000.00	0.00
001-800-830-829	2016 BOND: 3M POLICE	61,912.50	0.00
001-800-830-830	2016 BOND: 2.4 M POLI	50,212.50	0.00
001-800-830-884	STREET LOAN INTEREST	10,787.50	10,787.50
002-251-600-300	PROFESSIONAL SERVICE	343.00	0.00
002-251-918-805	MACHINERY AND EQUIP	4,491.90	0.00
003-560-820-874	PRINCIPAL	1,555.67	0.00
015-505-491-135	WORKER'S COMPENSATI	1,206.38	0.00
015-505-501-198	BUILDING REPAIRS & M	658.01	0.00
015-505-501-200	SUPPLIES	28.75	0.00
015-505-525-233	JET A FUEL PURCHASES	15,584.96	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-600-322	LEASE/RENT-FUEL TRUC	1,600.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	364.00	0.00
015-505-604-330	COMMUNICATIONS	241.21	0.00
015-505-620-370	INSURANCE	3,059.00	0.00
015-505-691-550	MISCELLANEOUS	60.00	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	1,249.25	0.00
016-515-720-806	CAP IMPROV-2017 FAA	23,735.75	0.00
022-322-491-135	WORKER'S COMPENSATI	24,370.76	0.00
022-322-501-200	OFFICE SUPPLIES	624.43	0.00
022-322-535-233	UNIFORMS	239.56	0.00
022-322-555-250	SUPPLIES & SMALL TOO	142.15	0.00
022-322-600-300	PROFESSIONAL SERVICE	240.00	0.00
022-322-600-364	BILLING SERVICES	971.30	0.00
022-322-600-379	LANDFILL FEES	43,071.71	0.00
022-322-600-431	CONTRACT RECYCLING C	3,963.80	0.00
022-322-604-330	COMMUNICATIONS/AD	512.09	0.00
022-322-630-360	SHOP REPAIRS & MAINT	4,278.49	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	11,297.38	0.00
022-322-830-873	INTEREST	773.58	0.00
022-323-501-200	KEEP STARKVILLE BEAUT	4,733.00	0.00
022-323-610-374	KEEP STK BEAUTIFUL-ED	194.77	0.00
022-325-491-135	WORKER'S COMPENSATI	225.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	1,591.15	0.00
022-341-491-135	WORKER'S COMPENSATI	2,947.92	0.00
022-341-630-360	SHOP REPAIRS & MAINT	2,123.45	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	5,068.10	0.00
022-341-830-873	INTEREST	461.78	0.00
023-323-491-135	WORKER'S COMPENSATI	1,092.37	0.00
023-323-535-233	UNIFORMS	35.00	0.00
023-323-600-338	CONTRACT / PROF SERVI	7,440.00	0.00
023-323-604-330	COMMUNICATIONS	34.18	0.00
023-323-625-380	UTILITIES	268.31	139.91
023-323-630-400	EQUIPMENT REPAIR &	835.02	0.00
023-323-691-550	MISCELLANEOUS	14,502.50	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
375-551-840-880	Principal - Pool	1,271.67	0.00
375-551-840-881	Interest - Pool	39.58	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	37,741.36	7,321.92
	Grand Total:	756,365.34	19,299.33



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both Electric and Water Claims Dockets by Starkville Utilities in accordance with the State Purchase Statute.

A handwritten signature in cursive script that reads "Ann Marie Logan".

Ann Marie Logan, CPA
Manager of Accounting & Finance

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/22/17 ACCOUNT 23200

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UNPAID INVOICES

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	108	ALARM ONE									
0166405	09/11/17	0	Security system monitoring		09/20/17	59.85	.00	CHK			
					VENDOR TOTAL:	59.85					
VENDOR:	110	ARKANSAS ELECTRIC									
03876178	09/12/17	7531	Materials		09/20/17	1042.50	.00	ACH			
					VENDOR TOTAL:	1042.50					
VENDOR:	131	ALTEC INDUSTRIES, INC.									
10807219	09/12/17	7584	Supplies and tools		09/20/17	746.75	.00	ACH			
					VENDOR TOTAL:	746.75					
VENDOR:	190	BALDWIN LIGHTING, INC.									
6659, 6648	09/12/17	7537	Materials-Poles		09/20/17	24021.00	.00	ACH			
					VENDOR TOTAL:	24021.00					
VENDOR:	232	BRADLEY BAGWELL									
AUGUST 2017	09/11/17	0	Meter reading		09/20/17	18744.62	.00	ACH			
					VENDOR TOTAL:	18744.62					
VENDOR:	306	CITY OF STARKVILLE									
SEPT 2017	09/20/17	0	Equivalency Tax & Administra		09/20/17	112916.67	.00	CHK			
					VENDOR TOTAL:	112916.67					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
8/28/17	09/11/17	0	Storage unit rental		09/22/17	400.00	.00	ACH			
					VENDOR TOTAL:	400.00					
VENDOR:	325	CLEVELAND / PRICE INC.									
054450	09/12/17	7402	Materials		09/20/17	25802.00	.00	CHK			
					VENDOR TOTAL:	25802.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/22/17 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	341	CDW	GOVERNMENT, INC								
JXP5718	09/12/17	7610	Office equipment		09/20/17	1069.50	.00	ACH			
					VENDOR TOTAL:	1069.50					
VENDOR:	348	DELL	MARKETING L.P.								
10188454616	09/11/17	0	Computer software		09/20/17	342.00	.00	CHK			
					VENDOR TOTAL:	342.00					
VENDOR:	400	IVY	AUTO PARTS								
567625,567822	09/12/17	7612	Repair parts		09/20/17	526.22	.00	ACH			
					VENDOR TOTAL:	526.22					
VENDOR:	550	EVANS	PLUMBING & A/C								
5615714	09/11/17	0	A/C Repairs		09/20/17	617.50	.00	CHK			
					VENDOR TOTAL:	617.50					
VENDOR:	552	EXPRESS	SERVICES, INC								
19383053	09/11/17	0	Temp Office Employees		09/20/17	1128.75	.00	CHK			
19425359	09/11/17	0	Temp Office Employees		09/20/17	1335.00	.00	CHK			
					VENDOR TOTAL:	2463.75					
VENDOR:	691	GATEWAY	TIRE&SERVICE CENTER								
I103821666	09/12/17	7631	Vehicle Repairs		09/20/17	165.53	.00	CHK			
					VENDOR TOTAL:	165.53					
VENDOR:	721	GOLDEN	TRIANGLE								
8/31/17 STMT	09/12/17	7629	Landfill charges		09/20/17	309.69	.00	CHK			
					VENDOR TOTAL:	309.69					
VENDOR:	730	GRESKO	UTILITY SUPPLY, INC.								
50012151-00	09/12/17	7503	Electrical materials		09/20/17	24800.00	.00	ACH			
50012182-02	09/12/17	7514	Materials		09/20/17	2394.00	.00	ACH			
					VENDOR TOTAL:	27194.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	809	HOWARD INDUSTRIES, INC.									
248386-664437	09/12/17	7515	Materials-Lights		09/20/17	1889.70	.00	ACH			
VENDOR:	818	HANCOCK EQUIP. & OIL CO.				1889.70					
9543	09/12/17	7568	Service call-maintenance		09/20/17	466.95	.00	ACH			
VENDOR:	1106	LESLIE DEAN				466.95					
542	09/12/17	0	Maintenance		09/20/17	435.00	.00	ACH			
VENDOR:	1205	LOWE'S				435.00					
8/31-9/07/17	09/12/17	7627	Supplies		09/20/17	407.84	.00	CHK			
VENDOR:	1239	LOLLEY REAL ESTATE				407.84					
SEPT 2017	09/20/17	0	Storage Rental		09/20/17	900.00	.00	ACH			
VENDOR:	1315	MID-SOUTH UTILITY CONSULTANT				900.00					
8279	09/11/17	0	SW substation upgrade		09/20/17	3578.79	.00	CHK			
VENDOR:	1319	MONT'S PAPER & PACKAGING				3578.79					
312770	09/11/17	0	Uniform shirts		09/20/17	423.66	.00	ACH			
VENDOR:	1400	NESCO				423.66					
547,084,209,676	09/12/17	7602	Supplies		09/20/17	556.66	.00	ACH			
S2186021.001	09/12/17	7556	Supplies		09/20/17	735.37	.00	ACH			
VENDOR TOTAL:						1292.03					

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1406	NORTHEAST EXTERMINATING								
9/06/17	09/12/17	7633 Pest control		09/20/17	45.00	.00	ACH			
				VENDOR TOTAL:	45.00					
VENDOR:	1525	OKTIBBEHA CO. CO-OP								
271676	09/12/17	7626 Supplies		09/20/17	7.99	.00	ACH			
				VENDOR TOTAL:	7.99					
VENDOR:	1531	MDR CONSTRUCTION, INC.								
29-20822	09/12/17	7625 Contractor-Gen Power Distr		09/20/17	15567.50	.00	ACH			
				VENDOR TOTAL:	15567.50					
VENDOR:	1679	PITNEY BOWES								
9834 - 9/01/17	09/11/17	0 Postage		09/20/17	611.97	.00	CHK			
				VENDOR TOTAL:	611.97					
VENDOR:	1818	UNITED RENTALS, INC.								
149844230, 7515	09/12/17	7618 Equipment rental		09/20/17	604.05	.00	ACH			
				VENDOR TOTAL:	604.05					
VENDOR:	1886	SEDC								
20176	09/11/17	0 Billing services		09/20/17	19749.00	.00	ACH			
				VENDOR TOTAL:	19749.00					
VENDOR:	1887	S & S LINE SERVICE								
1848-1849 - 8/25	09/11/17	0 ROW Clearing		09/20/17	5510.00	.00	ACH			
1850-1851 - 9/01	09/11/17	0 ROW Clearing		09/20/17	5033.33	.00	ACH			
				VENDOR TOTAL:	10543.33					
VENDOR:	1893	SCHWEITZER ENGINEERING LAB								
193151, 194642	09/12/17	7582 Southwire metering project		09/20/17	2063.00	.00	ACH			
199176	09/12/17	7574 Southwire metering project		09/20/17	498.00	.00	ACH			
				VENDOR TOTAL:	2561.00					

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1910	STARKVILLE UTILITIES										
AUG 2017	09/11/17	0	Utility bills		09/20/17	165.19	.00	DFT				
					VENDOR TOTAL:	165.19						
VENDOR:	1917	RONNIE JONES CONST., INC.										
2017938	09/12/17	7613	Gravel		09/20/17	1794.59	.00	CHK				
					VENDOR TOTAL:	1794.59						
VENDOR:	1925	SCOTT PETROLEUM CORP.										
1304283	09/12/17	7615	Fuel cylinder refills		09/20/17	42.00	.00	ACH				
6/22/17, 7/21/17	09/11/17	0	Fuel cylinder refills		09/20/17	42.00	.00	ACH				
					VENDOR TOTAL:	84.00						
VENDOR:	1931	STARKVILLE SANITATION DEPT										
AUG 2017	09/20/17	0	August Billings		09/20/17	239863.10	.00	CHK				
					VENDOR TOTAL:	239863.10						
VENDOR:	1933	STARKVILLE WATER DEPT										
AUG 2017	09/20/17	0	August Billings		09/20/17	544461.04	.00	ACH				
					VENDOR TOTAL:	544461.04						
VENDOR:	1940	STUART C. IRBY										
9164.006, 05, 04	09/12/17	7573	Supplies		09/20/17	1996.00	.00	ACH				
S010336827.001	09/12/17	7386	Supplies		09/20/17	3744.00	.00	ACH				
S010367510.001	09/12/17	7621	Materials		09/20/17	2005.50	.00	ACH				
					VENDOR TOTAL:	7745.50						
VENDOR:	1945	SULLIVAN'S										
26167, 26167.1	09/11/17	0	Office supplies		09/22/17	138.17	.00	ACH				
26193	09/11/17	0	Office supplies		09/20/17	39.99	.00	ACH				
					VENDOR TOTAL:	178.16						

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2015	TEMPLE & SON CO., INC									
INV0166133	09/12/17	7637	Materials-Traffic lights		09/20/17	850.00	.00	ACH			
			VENDOR TOTAL:			850.00					
VENDOR:	2018	TRADE AMERICA									
21935,61,78,95	09/12/17	7599	Cleaning supplies		09/20/17	586.05	.00	ACH			
			VENDOR TOTAL:			586.05					
VENDOR:	2019	TC MARKETING LLC									
1108	09/12/17	7581	Uniforms		09/20/17	413.85	.00	CHK			
			VENDOR TOTAL:			413.85					
VENDOR:	2021	TCC FACILITIES MANAGEMENT									
2628 - AUG 2017	09/11/17	0	Janitorial services		09/20/17	450.00	.00	ACH			
			VENDOR TOTAL:			450.00					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
28207	09/11/17	0	Education and training		09/22/17	1609.50	.00	ACH			
			VENDOR TOTAL:			1609.50					
VENDOR:	2104	UPS									
12031F357	09/11/17	0	Postage		09/20/17	30.18	.00	CHK			
			VENDOR TOTAL:			30.18					
VENDOR:	2116	UTILITECH									
2058	09/11/17	0	Product Development and Supp		09/20/17	500.00	.00	ACH			
			VENDOR TOTAL:			500.00					
VENDOR:	2118	BORDER STATES ELECTRIC									
913699745,671476	09/12/17	7616	Materials		09/20/17	2675.50	.00	ACH			
913726991,717466	09/12/17	7632	Materials		09/20/17	1853.00	.00	ACH			
			VENDOR TOTAL:			4528.50					

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.									
321483	09/11/17	0	Tank rental		09/20/17	33.36	.00	CHK			
			VENDOR TOTAL:			33.36					
VENDOR:	2210	VERIZON WIRELESS									
9791640116	09/11/17	0	AMI M2M Data Usage		09/20/17	483.75	.00	CHK			
			VENDOR TOTAL:			483.75					
VENDOR:	2300	WALMART COMMUNITY BRC									
9/07/17	09/12/17	7643	Supplies		09/20/17	29.96	.00	CHK			
			VENDOR TOTAL:			29.96					
VENDOR:	2303	WATERMARK PRINTERS									
10976	09/11/17	0	Office supplies		09/20/17	264.00	.00	ACH			
			VENDOR TOTAL:			264.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
37972	09/11/17	0	Water		09/20/17	23.85	.00	ACH			
CLR0917-264	09/11/17	0	Water		09/20/17	20.00	.00	ACH			
			VENDOR TOTAL:			43.85					
			GRAND TOTAL:			1079619.97					

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	152	BUGS-B-GONE									
281750	09/11/17	0	Pest control		09/20/17	90.00	.00	ACH			
					VENDOR TOTAL:	90.00					
VENDOR:	189	BANCORPSOUTH									
9/01/17	09/11/17	0	2.6M GO Bond Payment		09/22/17	16904.52	.00	CHK			
					VENDOR TOTAL:	16904.52					
VENDOR:	190	BANCORPSOUTH	EQUIP FINANCE								
630733 - 9/01	09/12/17	0	Loan-Mini Excavator		09/20/17	3799.59	.00	CHK			
					VENDOR TOTAL:	3799.59					
VENDOR:	202	BELL BUILDING SUPPLY									
201124	09/12/17	1429	Supplies		09/20/17	19.63	.00	CHK			
201176	09/12/17	1433	Supplies		09/20/17	187.47	.00	CHK			
201536	09/12/17	1439	Supplies		09/20/17	159.70	.00	CHK			
					VENDOR TOTAL:	366.80					
VENDOR:	606	4-COUNTY EPA									
8/1 - 9/1/17	09/12/17	0	Utilities expense		09/20/17	15806.66	.00	CHK			
					VENDOR TOTAL:	15806.66					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
I103783164	09/12/17	1404	Repairs		09/20/17	136.11	.00	CHK			
I103800716	09/12/17	1426	Vehicle repairs		09/20/17	177.72	.00	CHK			
					VENDOR TOTAL:	313.83					
VENDOR:	765	HYDRA SERVICE, INC.									
91326	09/12/17	1442	Repair service call		09/20/17	4480.00	.00	CHK			
91624	09/12/17	1443	Repair parts		09/20/17	605.09	.00	CHK			
					VENDOR TOTAL:	5085.09					

STARKVILLE WATER DEPT
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1319	MONT'S PAPER & PACKAGING									
312769	09/11/17	0	Uniforms		09/20/17	589.48	.00	ACH			
			VENDOR TOTAL:			589.48					
VENDOR:	1335	NETWORKFLEET, INC.									
OSV000001167653	09/11/17	0	Vehicle services		09/20/17	454.80	.00	CHK			
			VENDOR TOTAL:			454.80					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY									
9/01/17	09/11/17	0	CAP Loan Payments		09/22/17	20173.96	.00	CHK			
			VENDOR TOTAL:			20173.96					
VENDOR:	1482	ORMAN'S WELDING									
30381	09/11/17	0	Repair service call		09/20/17	385.20	.00	ACH			
			VENDOR TOTAL:			385.20					
VENDOR:	1623	POWERSTROKE EQUIPMENT, INC									
2498	09/12/17	1427	Repairs		09/20/17	35.49	.00	CHK			
			VENDOR TOTAL:			35.49					
VENDOR:	2018	TRADE AMERICA									
21962	09/12/17	1437	Supplies		09/20/17	401.32	.00	ACH			
21998	09/12/17	1455	Supplies		09/20/17	510.48	.00	ACH			
			VENDOR TOTAL:			911.80					
VENDOR:	2104	UPS									
24W1X6357	09/11/17	0	Postage		09/22/17	23.88	.00	CHK			
24W1X6367	09/12/17	0	Postage		09/20/17	25.31	.00	CHK			
			VENDOR TOTAL:			49.19					
VENDOR:	9909001	GREGORY PERKINS									
8/17/17	09/11/17	0	Reimb License Fee		09/20/17	45.00	.00	CHK			
			VENDOR TOTAL:			45.00					

STARKVILLE WATER DEPT
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INVOICE DATE PO NBR DESCRIPTION

VENDOR: 9909810 LESLIE DEAN

545,546,547,548 09/12/17

0 Repairs and Maintenance

INVOICE AMOUNT 2150.00

TAX AMOUNT .00

PMT TYP ACH

PAID AMOUNT

PAID/VOID DATE

CHECK/ACH SEQ

VENDOR TOTAL: 2150.00

GRAND TOTAL: 67161.41



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 9-19-2017
PAGE: 1

SUBJECT: Request approval of the August 2017 financial statements 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
or Jameika Smith, Deputy Clerk - Accounting Assistant

SUGGESTED MOTION:

Approval of the August 2017 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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	6,645,000.00	6,645,000.00	96,961.39	6,252,834.34	-392,165.66	94.10 %
220 - LICENSES AND PERMITS	244,000.00	260,000.00	25,982.75	292,811.36	32,811.36	112.62 %
230 - INTERGOVERNMENTAL REVENUES	8,632,673.07	8,700,773.07	613,182.76	8,105,486.22	-595,286.85	93.16 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	250.00	350.00	0.00	327.50	-22.50	93.57 %
330 - FINES AND FORFEITS	1,238,000.00	1,238,000.00	55,491.25	821,989.22	-416,010.78	66.40 %
340 - MISCELLANEOUS	219,500.00	219,500.00	11,051.42	212,044.26	-7,455.74	96.60 %
360 - CHARGES FOR SERVICES	32,100.00	57,000.00	4,273.46	53,314.90	-3,685.10	93.53 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,766,200.00	3,766,200.00	106,894.82	1,211,788.39	-2,554,411.61	32.18 %
Department: 000 - UNDESIGNATED Total:	20,777,723.07	20,886,823.07	913,837.85	16,950,596.19	-3,936,226.88	81.15 %
Revenue Total:	20,777,723.07	20,886,823.07	913,837.85	16,950,596.19	-3,936,226.88	81.15 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	174,400.00	174,400.00	21,537.30	157,455.60	16,944.40	90.28 %
600 - CONTRACTUAL SERVICES	28,500.00	28,500.00	911.20	16,813.32	11,686.68	58.99 %
Department: 100 - BOARD OF ALDERMEN Total:	202,900.00	202,900.00	22,448.50	174,268.92	28,631.08	85.89 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	409,880.00	409,880.00	49,010.13	390,789.39	19,090.61	95.34 %
500 - SUPPLIES	12,000.00	12,000.00	721.66	9,495.39	2,504.61	79.13 %
600 - CONTRACTUAL SERVICES	22,500.00	22,500.00	1,296.44	18,150.40	4,349.60	80.67 %
900 - CAPITAL OUTLAY	35,000.00	34,450.00	1,928.33	3,383.26	31,066.74	9.82 %
Department: 110 - MUNICIPAL COURT Total:	479,380.00	478,830.00	52,956.56	421,818.44	57,011.56	88.09 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,000.00	1,550.00	139.69	1,371.45	178.55	88.48 %
Department: 111 - YOUTH COURT Total:	1,000.00	1,550.00	139.69	1,371.45	178.55	88.48 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	142,850.00	142,850.00	17,780.09	133,506.01	9,343.99	93.46 %
500 - SUPPLIES	7,250.00	7,250.00	258.18	1,684.09	5,565.91	23.23 %
600 - CONTRACTUAL SERVICES	98,550.00	99,400.00	8,943.17	76,713.18	22,686.82	77.18 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	249,150.00	250,000.00	26,981.44	211,903.28	38,096.72	84.76 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	216,775.00	216,775.00	25,846.48	207,998.43	8,776.57	95.95 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	1,457.79	542.21	72.89 %
600 - CONTRACTUAL SERVICES	59,750.00	59,750.00	14,639.10	65,207.19	-5,457.19	109.13 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	75,235.20	-25,235.20	150.47 %
Department: 123 - IT Total:	328,525.00	328,525.00	40,485.58	349,898.61	-21,373.61	106.51 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,000.00	2,780.00	0.00	3,342.53	-562.53	120.23 %
600 - CONTRACTUAL SERVICES	18,000.00	20,000.00	0.00	18,061.66	1,938.34	90.31 %
Department: 130 - ELECTIONS Total:	20,000.00	22,780.00	0.00	21,404.19	1,375.81	93.96 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	360,388.00	360,388.00	39,737.16	335,760.38	24,627.62	93.17 %
600 - CONTRACTUAL SERVICES	145,000.00	145,000.00	0.00	94,743.31	50,256.69	65.34 %
Department: 142 - CITY CLERKS OFFICE Total:	505,388.00	505,388.00	39,737.16	430,503.69	74,884.31	85.18 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	235.00	4,765.00	4.70 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	12,600.00	12,600.00	1,102.68	9,995.70	2,604.30	79.33 %
600 - CONTRACTUAL SERVICES	509,150.00	511,650.00	46,873.75	420,173.73	91,476.27	82.12 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	1,397.02	602.98	69.85 %
Department: 145 - OTHER ADMINISTRATIVE Total:	528,750.00	531,250.00	47,976.43	431,801.45	99,448.55	81.28 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	175.00	5,072.50	-72.50	101.45 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	175.00	5,072.50	-72.50	101.45 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,595.00	67,595.00	7,741.56	61,932.48	5,662.52	91.62 %
Department: 160 - ATTORNEY AND STAFF Total:	67,595.00	67,595.00	7,741.56	61,932.48	5,662.52	91.62 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	200,000.00	200,000.00	13,212.12	141,633.75	58,366.25	70.82 %
Department: 169 - LEGAL Total:	200,000.00	200,000.00	13,212.12	141,633.75	58,366.25	70.82 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	199,290.00	199,290.00	22,867.47	182,736.09	16,553.91	91.69 %
500 - SUPPLIES	3,500.00	7,000.00	9.63	3,765.53	3,234.47	53.79 %
600 - CONTRACTUAL SERVICES	7,750.00	9,000.00	525.58	4,507.96	4,492.04	50.09 %
Department: 180 - HUMAN RESOURCES Total:	210,540.00	215,290.00	23,402.68	191,009.58	24,280.42	88.72 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	226,496.00	226,496.00	26,487.98	209,535.88	16,960.12	92.51 %
500 - SUPPLIES	5,250.00	5,250.00	327.14	1,223.04	4,026.96	23.30 %
600 - CONTRACTUAL SERVICES	121,350.00	121,350.00	19,782.02	103,586.48	17,763.52	85.36 %
900 - CAPITAL OUTLAY	9,500.00	9,500.00	0.00	9,500.00	0.00	100.00 %
Department: 190 - CITY PLANNER Total:	362,596.00	362,596.00	46,597.14	323,845.40	38,750.60	89.31 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	737.41	4,934.34	65.66	98.69 %
600 - CONTRACTUAL SERVICES	82,500.00	82,500.00	7,509.23	55,354.15	27,145.85	67.10 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	87,500.00	87,500.00	8,246.64	60,288.49	27,211.51	68.90 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	0.00	50,323.00	2,875.00	94.60 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	12,000.00	12,000.00	0.00	10,000.00	2,000.00	83.33 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	65,198.00	65,198.00	0.00	60,323.00	4,875.00	92.52 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	3,500.00	5,500.00	0.00	5,065.94	434.06	92.11 %
900 - CAPITAL OUTLAY	64,453.00	64,453.00	0.00	69,178.00	-4,725.00	107.33 %
990 - TRANSFERS	72,500.00	72,500.00	0.00	67,500.00	5,000.00	93.10 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	140,453.00	142,453.00	0.00	141,743.94	709.06	99.50 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	39,500.00	39,500.00	5,450.00	36,161.90	3,338.10	91.55 %
990 - TRANSFERS	0.00	0.00	5,000.00	5,000.00	-5,000.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	39,500.00	39,500.00	10,450.00	41,161.90	-1,661.90	104.21 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	177,000.00	177,000.00	20,828.66	165,642.72	11,357.28	93.58 %
500 - SUPPLIES	2,050.00	2,050.00	32.68	1,460.26	589.74	71.23 %
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	627.92	11,310.49	8,689.51	56.55 %
800 - DEBT SERVICE	5,246.00	5,246.00	436.95	4,806.46	439.54	91.62 %
Department: 197 - ENGINEERING Total:	204,296.00	204,296.00	21,926.21	183,219.93	21,076.07	89.68 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	98,320.00	98,320.00	11,669.06	92,191.10	6,128.90	93.77 %
Department: 200 - POLICE ADMINISTRATION Total:	98,320.00	98,320.00	11,669.06	92,191.10	6,128.90	93.77 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,457,000.00	3,457,000.00	368,124.04	2,953,714.80	503,285.20	85.44 %
500 - SUPPLIES	250,000.00	250,000.00	32,042.87	241,778.98	8,221.02	96.71 %
600 - CONTRACTUAL SERVICES	319,700.00	330,300.00	35,107.69	330,753.17	-453.17	100.14 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,275.00	52,910.00	0.00	52,865.69	44.31	99.92 %
800 - DEBT SERVICE	93,000.00	93,000.00	0.00	27,571.98	65,428.02	29.65 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	142,712.13	-132,712.13	1,427.12 %
Department: 201 - POLICE DEPARTMENT Total:	4,134,975.00	4,193,210.00	435,274.60	3,749,396.75	443,813.25	89.42 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	165,500.00	163,000.00	14,289.02	149,858.56	13,141.44	91.94 %
Department: 215 - CUSTODY OF PRISONERS Total:	165,500.00	163,000.00	14,289.02	149,858.56	13,141.44	91.94 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	14,625.00	33,595.37	1,404.63	95.99 %
Department: 230 - POLICE TRAINING Total:	35,000.00	35,000.00	14,625.00	33,595.37	1,404.63	95.99 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	8,000.00	9,000.00	0.00	7,852.07	1,147.93	87.25 %
Department: 237 - FIRING RANGE Total:	8,000.00	9,000.00	0.00	7,852.07	1,147.93	87.25 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	10,703.00	-703.00	107.03 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	0.00	10,703.00	-703.00	107.03 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	277,000.00	277,000.00	44,610.39	277,140.90	-140.90	100.05 %
Department: 245 - DISPATCHERS Total:	277,000.00	277,000.00	44,610.39	277,140.90	-140.90	100.05 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	108,500.00	108,500.00	18,993.59	125,906.61	-17,406.61	116.04 %
600 - CONTRACTUAL SERVICES	27,500.00	27,500.00	2,160.32	23,237.27	4,262.73	84.50 %
Department: 250 - NARCOTICS BUREAU Total:	136,000.00	136,000.00	21,153.91	149,143.88	-13,143.88	109.66 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	100,600.00	100,600.00	17,630.98	138,928.14	-38,328.14	138.10 %
600 - CONTRACTUAL SERVICES	12,650.00	12,650.00	0.00	1,341.76	11,308.24	10.61 %
900 - CAPITAL OUTLAY	5,500.00	5,500.00	0.00	276.34	5,223.66	5.02 %
Department: 254 - DUI GRANT Total:	118,750.00	118,750.00	17,630.98	140,546.24	-21,796.24	118.35 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	87,735.00	87,735.00	11,250.41	83,457.28	4,277.72	95.12 %
Department: 260 - FIRE ADMINISTRATION Total:	87,735.00	87,735.00	11,250.41	83,457.28	4,277.72	95.12 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,426,860.50	3,426,860.50	413,940.16	3,088,133.69	338,726.81	90.12 %
500 - SUPPLIES	61,500.00	71,500.00	12,238.34	95,829.34	-24,329.34	134.03 %
600 - CONTRACTUAL SERVICES	155,500.00	155,500.00	23,156.24	162,716.76	-7,216.76	104.64 %
900 - CAPITAL OUTLAY	100,000.00	125,000.00	300.00	76,845.67	48,154.33	61.48 %
Department: 261 - FIRE DEPARTMENT Total:	3,743,860.50	3,778,860.50	449,634.74	3,423,525.46	355,335.04	90.60 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	1,503.00	3,081.67	2,918.33	51.36 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	1,503.00	3,081.67	2,918.33	51.36 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	47,500.00	47,500.00	2,791.14	41,594.82	5,905.18	87.57 %
Department: 263 - FIRE TRAINING Total:	47,500.00	47,500.00	2,791.14	41,594.82	5,905.18	87.57 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	70,000.00	70,000.00	5,041.46	59,292.64	10,707.36	84.70 %
Department: 264 - FIRE COMMUNICATIONS Total:	70,000.00	70,000.00	5,041.46	59,292.64	10,707.36	84.70 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	1,064.66	11,162.21	13,837.79	44.65 %
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	4,061.53	40,033.53	9,966.47	80.07 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	75,000.00	75,000.00	5,126.19	51,195.74	23,804.26	68.26 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	259,500.00	259,500.00	19,878.48	176,452.67	83,047.33	68.00 %
500 - SUPPLIES	6,250.00	6,250.00	162.85	4,584.27	1,665.73	73.35 %
600 - CONTRACTUAL SERVICES	22,500.00	22,500.00	859.09	12,742.37	9,757.63	56.63 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
800 - DEBT SERVICE	5,246.00	9,731.00	436.95	9,771.55	-40.55	100.42 %
Department: 281 - BUILDING/CODES OFFICE Total:	293,496.00	297,981.00	21,337.37	203,550.86	94,430.14	68.31 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	304.11	18,198.60	-8,198.60	181.99 %
900 - CAPITAL OUTLAY	23,000.00	23,000.00	3,935.12	3,935.12	19,064.88	17.11 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	33,000.00	33,000.00	4,239.23	22,133.72	10,866.28	67.07 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	628,776.00	628,776.00	76,129.35	488,781.25	139,994.75	77.74 %
500 - SUPPLIES	162,500.00	162,500.00	27,556.38	171,346.83	-8,846.83	105.44 %
600 - CONTRACTUAL SERVICES	69,500.00	69,500.00	8,799.15	82,114.47	-12,614.47	118.15 %
800 - DEBT SERVICE	20,375.00	20,375.00	0.00	43,218.59	-22,843.59	212.12 %
900 - CAPITAL OUTLAY	40,000.00	40,000.00	0.00	29,873.00	10,127.00	74.68 %
Department: 301 - STREET DEPARTMENT Total:	921,151.00	921,151.00	112,484.88	815,334.14	105,816.86	88.51 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	30,689.25	432,524.53	42,475.47	91.06 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	30,689.25	432,524.53	42,475.47	91.06 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	84,400.00	84,400.00	6,695.37	54,218.92	30,181.08	64.24 %
500 - SUPPLIES	4,250.00	4,250.00	0.00	866.65	3,383.35	20.39 %
600 - CONTRACTUAL SERVICES	20,300.00	20,300.00	2,574.55	16,639.05	3,660.95	81.97 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	0.00	106,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	214,950.00	214,950.00	9,269.92	177,724.62	37,225.38	82.68 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	180,000.00	180,000.00	0.00	180,000.00	0.00	100.00 %
Department: 500 - LIBRARIES Total:	180,000.00	180,000.00	0.00	180,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	517,120.00	517,120.00	75,689.81	540,490.47	-23,370.47	104.52 %
500 - SUPPLIES	67,500.00	67,500.00	6,378.02	68,058.79	-558.79	100.83 %
600 - CONTRACTUAL SERVICES	493,750.00	493,750.00	74,954.35	579,643.74	-85,893.74	117.40 %
900 - CAPITAL OUTLAY	0.00	0.00	345.00	1,575.00	-1,575.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,078,370.00	1,078,370.00	157,367.18	1,189,768.00	-111,398.00	110.33 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	17,500.00	17,500.00	0.00	357.21	17,142.79	2.04 %
900 - CAPITAL OUTLAY	1,017,135.00	1,262,135.00	62,686.59	995,771.24	266,363.76	78.90 %
Department: 600 - CAPITAL PROJECTS Total:	1,034,635.00	1,279,635.00	62,686.59	996,128.45	283,506.55	77.84 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	0.00	10,500.00	3,500.00	75.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	0.00	10,500.00	3,500.00	75.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,661,482.00	2,511,482.00	3,670.12	1,792,213.08	719,268.92	71.36 %
Department: 800 - DEBT SERVICE Total:	2,661,482.00	2,511,482.00	3,670.12	1,792,213.08	719,268.92	71.36 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,150,227.57	1,055,227.57	10,250.00	19,442.24	1,035,785.33	1.84 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,150,227.57	1,055,227.57	10,250.00	19,442.24	1,035,785.33	1.84 %
Expense Total:	20,777,723.07	20,886,823.07	1,809,071.15	17,375,096.12	3,511,726.95	83.19 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-895,233.30	-424,499.93	-424,499.93	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	15,000.00	15,000.00	0.00	10,413.75	-4,586.25	69.43 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	75,000.00	75,000.00	0.00	10,413.75	-64,586.25	13.89 %
Revenue Total:	75,000.00	75,000.00	0.00	10,413.75	-64,586.25	13.89 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	21,000.00	21,000.00	516.10	6,518.35	14,481.65	31.04 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	171.50	3,382.22	1,617.78	67.64 %
900 - CAPITAL OUTLAY	49,000.00	49,000.00	0.00	0.00	49,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	75,000.00	75,000.00	687.60	9,900.57	65,099.43	13.20 %
Expense Total:	75,000.00	75,000.00	687.60	9,900.57	65,099.43	13.20 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-687.60	513.18	513.18	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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	144,000.00	144,000.00	0.00	114,495.35	-29,504.65	79.51 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	194,000.00	194,000.00	0.00	114,495.35	-79,504.65	59.02 %
Revenue Total:	194,000.00	194,000.00	0.00	114,495.35	-79,504.65	59.02 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	0.00	2,156.61	1,843.39	53.92 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	8,436.00	-3,436.00	168.72 %
800 - DEBT SERVICE	99,429.00	99,429.00	0.00	99,428.18	0.82	100.00 %
900 - CAPITAL OUTLAY	85,571.00	85,571.00	0.00	0.00	85,571.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	194,000.00	194,000.00	0.00	110,020.79	83,979.21	56.71 %
Expense Total:	194,000.00	194,000.00	0.00	110,020.79	83,979.21	56.71 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	4,474.56	4,474.56	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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	26,000.00	26,000.00	0.00	0.00	-26,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	26,000.00	26,000.00	0.00	0.00	-26,000.00	0.00 %
Revenue Total:	26,000.00	26,000.00	0.00	0.00	-26,000.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
Expense Total:	26,000.00	26,000.00	0.00	0.00	26,000.00	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: 2016-2017 Period Ending: 08/31/2017

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	70,956.00	70,956.00	7,982.00	70,951.00	-5.00	99.99 %
340 - MISCELLANEOUS	108,000.00	108,000.00	7,860.00	120,804.65	12,804.65	111.86 %
360 - CHARGES FOR SERVICES	205,408.00	453,008.00	28,338.53	412,204.38	-40,803.62	90.99 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	255,000.00	0.00	55,000.00	-200,000.00	21.57 %
Department: 000 - UNDESIGNATED Total:	584,364.00	886,964.00	44,180.53	658,960.03	-228,003.97	74.29 %
Revenue Total:	584,364.00	886,964.00	44,180.53	658,960.03	-228,003.97	74.29 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	51,920.00	73,770.00	7,313.10	71,718.83	2,051.17	97.22 %
500 - SUPPLIES	127,000.00	352,500.00	30,440.43	280,784.08	71,715.92	79.66 %
600 - CONTRACTUAL SERVICES	69,850.00	76,850.00	7,691.77	64,309.60	12,540.40	83.68 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	211,410.00	211,410.00	6,000.33	119,112.34	92,297.66	56.34 %
900 - CAPITAL OUTLAY	124,184.00	172,434.00	6,685.00	6,685.00	165,749.00	3.88 %
Department: 505 - AIRPORT Total:	584,364.00	886,964.00	58,130.63	542,609.85	344,354.15	61.18 %
Expense Total:	584,364.00	886,964.00	58,130.63	542,609.85	344,354.15	61.18 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-13,950.10	116,350.18	116,350.18	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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	1,313,371.84	1,313,371.84	0.00	756,165.88	-557,205.96	57.57 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	290,000.00	290,000.00	0.00	0.00	-290,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,603,371.84	1,603,371.84	0.00	756,165.88	-847,205.96	47.16 %
Revenue Total:	1,603,371.84	1,603,371.84	0.00	756,165.88	-847,205.96	47.16 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	453,678.54	453,678.54	25,020.00	142,566.66	311,111.88	31.42 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	859,693.30	859,693.30	88,986.05	731,018.82	128,674.48	85.03 %
900 - CAPITAL OUTLAY	290,000.00	290,000.00	0.00	2,315.08	287,684.92	0.80 %
Department: 515 - RESTRICTED PROJECTS Total:	1,603,371.84	1,603,371.84	114,006.05	875,900.56	727,471.28	54.63 %
Expense Total:	1,603,371.84	1,603,371.84	114,006.05	875,900.56	727,471.28	54.63 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-114,006.05	-119,734.68	-119,734.68	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
340 - MISCELLANEOUS	2,855,000.00	2,855,000.00	196,200.60	2,574,854.13	-280,145.87	90.19 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	455,000.00	455,000.00	0.00	688.75	-454,311.25	0.15 %
Department: 000 - UNDESIGNATED Total:	3,335,000.00	3,335,000.00	196,200.60	2,575,542.88	-759,457.12	77.23 %
Revenue Total:	3,335,000.00	3,335,000.00	196,200.60	2,575,542.88	-759,457.12	77.23 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	851,510.00	851,510.00	100,936.88	909,616.82	-58,106.82	106.82 %
500 - SUPPLIES	255,000.00	255,000.00	13,350.30	258,926.81	-3,926.81	101.54 %
600 - CONTRACTUAL SERVICES	783,000.00	783,000.00	137,128.86	727,548.39	55,451.61	92.92 %
800 - DEBT SERVICE	86,286.60	86,286.60	0.00	81,822.25	4,464.35	94.83 %
900 - CAPITAL OUTLAY	560,635.50	560,635.50	0.00	110,997.67	449,637.83	19.80 %
Department: 322 - SANITATION DEPARTMENT Total:	2,536,432.10	2,536,432.10	251,416.04	2,088,911.94	447,520.16	82.36 %
Department: 323 - MISSING DESCRIPTION						
500 - SUPPLIES	8,000.00	8,000.00	0.00	137.35	7,862.65	1.72 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	938.39	1,061.61	46.92 %
Department: 323 - MISSING DESCRIPTION Total:	10,000.00	10,000.00	0.00	1,075.74	8,924.26	10.76 %
Department: 324 - MDEQ RECYCLE GRANT						
500 - SUPPLIES	25,000.00	25,000.00	0.00	2,870.85	22,129.15	11.48 %
Department: 324 - MDEQ RECYCLE GRANT Total:	25,000.00	25,000.00	0.00	2,870.85	22,129.15	11.48 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	156,200.00	156,200.00	3,702.20	30,256.12	125,943.88	19.37 %
500 - SUPPLIES	34,500.00	34,500.00	0.00	9,025.49	25,474.51	26.16 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	0.00	31,557.46	-5,057.46	119.08 %
800 - DEBT SERVICE	184,982.00	184,982.00	0.00	126,685.32	58,296.68	68.49 %
Department: 325 - RUBBISH Total:	402,182.00	402,182.00	3,702.20	197,524.39	204,657.61	49.11 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,450.00	250,450.00	30,885.94	197,592.56	52,857.44	78.90 %
500 - SUPPLIES	33,500.00	33,500.00	2,076.75	28,798.30	4,701.70	85.97 %
600 - CONTRACTUAL SERVICES	36,000.00	36,000.00	8,679.91	53,387.05	-17,387.05	148.30 %
800 - DEBT SERVICE	41,435.90	41,435.90	1,214.30	57,262.99	-15,827.09	138.20 %
Department: 341 - LANDSCAPING Total:	361,385.90	361,385.90	42,856.90	337,040.90	24,345.00	93.26 %
Expense Total:	3,335,000.00	3,335,000.00	297,975.14	2,627,423.82	707,576.18	78.78 %
Fund: 022 - SANITATION Surplus (Deficit):	0.00	0.00	-101,774.54	-51,880.94	-51,880.94	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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	242,500.00	242,500.00	0.00	122,194.83	-120,305.17	50.39 %
340 - MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
360 - CHARGES FOR SERVICES	21,000.00	21,000.00	534.30	4,923.60	-16,076.40	23.45 %
Department: 000 - UNDESIGNATED Total:	264,500.00	264,500.00	534.30	127,118.43	-137,381.57	48.06 %
Revenue Total:	264,500.00	264,500.00	534.30	127,118.43	-137,381.57	48.06 %
Expense						
Department: 323 - MISSING DESCRIPTION						
400 - PERSONNEL SERVICES	133,490.00	133,490.00	11,323.66	73,938.24	59,551.76	55.39 %
500 - SUPPLIES	22,710.00	22,710.00	295.65	19,958.31	2,751.69	87.88 %
600 - CONTRACTUAL SERVICES	103,300.00	103,300.00	3,482.79	106,423.53	-3,123.53	103.02 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	645.43	4,354.57	12.91 %
Department: 323 - MISSING DESCRIPTION Total:	264,500.00	264,500.00	15,102.10	200,965.51	63,534.49	75.98 %
Expense Total:	264,500.00	264,500.00	15,102.10	200,965.51	63,534.49	75.98 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	-14,567.80	-73,847.08	-73,847.08	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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: 2016-2017 Period Ending: 08/31/2017

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: 2016-2017 Period Ending: 08/31/2017

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	50,000.00	50,000.00	0.00	34,900.75	-15,099.25	69.80 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	0.00	34,900.75	-15,099.25	69.80 %
Revenue Total:	50,000.00	50,000.00	0.00	34,900.75	-15,099.25	69.80 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	73,554.26	-23,554.26	147.11 %
Department: 112 - COMPUTER ASSESSMENTS Total:	50,000.00	50,000.00	0.00	73,554.26	-23,554.26	147.11 %
Expense Total:	50,000.00	50,000.00	0.00	73,554.26	-23,554.26	147.11 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	-38,653.51	-38,653.51	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10.00	10.00	0.66	7.14	-2.86	71.40 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,225.00	2,225.00	0.00	0.00	-2,225.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,235.00	2,235.00	0.66	7.14	-2,227.86	0.32 %
Revenue Total:	2,235.00	2,235.00	0.66	7.14	-2,227.86	0.32 %
Expense						
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF						
900 - CAPITAL OUTLAY	2,235.00	2,235.00	0.00	0.00	2,235.00	0.00 %
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF Total:	2,235.00	2,235.00	0.00	0.00	2,235.00	0.00 %
Expense Total:	2,235.00	2,235.00	0.00	0.00	2,235.00	0.00 %
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND Surplus (Deficit):	0.00	0.00	0.66	7.14	7.14	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 127 - 2016 COTTON MILL TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	44.41	513.66	513.66	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	44.41	513.66	513.66	0.00 %
Revenue Total:	0.00	0.00	44.41	513.66	513.66	0.00 %
Expense						
Department: 654 - 2016 COTTON MILL TIF BOND						
000 - UNDESIGNED	0.00	0.00	0.00	909,597.02	-909,597.02	0.00 %
Department: 654 - 2016 COTTON MILL TIF BOND Total:	0.00	0.00	0.00	909,597.02	-909,597.02	0.00 %
Expense Total:	0.00	0.00	0.00	909,597.02	-909,597.02	0.00 %
Fund: 127 - 2016 COTTON MILL TIF BOND Surplus (Deficit):	0.00	0.00	44.41	-909,083.36	-909,083.36	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 135 - POLICE BUILDING RENOVATION BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	106.12	9,285.60	9,285.60	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	5,400,000.00	0.00	5,435,687.72	35,687.72	100.66 %
Department: 000 - UNDESIGNATED Total:	0.00	5,400,000.00	106.12	5,444,973.32	44,973.32	100.83 %
Revenue Total:	0.00	5,400,000.00	106.12	5,444,973.32	44,973.32	100.83 %
Expense						
Department: 201 - POLICE DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	475,000.00	10,407.52	156,676.61	318,323.39	32.98 %
900 - CAPITAL OUTLAY	0.00	200,000.00	-1,716.00	227,714.50	-27,714.50	113.86 %
Department: 201 - POLICE DEPARTMENT Total:	0.00	675,000.00	8,691.52	384,391.11	290,608.89	56.95 %
Department: 657 - POLICE BUILDING RENOVATIONS						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	117,349.91	-117,349.91	0.00 %
900 - CAPITAL OUTLAY	0.00	4,725,000.00	211,280.24	4,561,063.09	163,936.91	96.53 %
Department: 657 - POLICE BUILDING RENOVATIONS Total:	0.00	4,725,000.00	211,280.24	4,678,413.00	46,587.00	99.01 %
Expense Total:	0.00	5,400,000.00	219,971.76	5,062,804.11	337,195.89	93.76 %
Fund: 135 - POLICE BUILDING RENOVATION BONDS Surplus (Deficit):	0.00	0.00	-219,865.64	382,169.21	382,169.21	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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						
340 - MISCELLANEOUS	10.00	10.00	0.00	0.00	-10.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	780.00	780.00	0.00	0.00	-780.00	0.00 %
Department: 000 - UNDESIGNATED Total:	790.00	790.00	0.00	0.00	-790.00	0.00 %
Revenue Total:	790.00	790.00	0.00	0.00	-790.00	0.00 %
Expense						
Department: 217 - FEDERAL FORFEITED FUNDS						
900 - CAPITAL OUTLAY	790.00	790.00	0.00	0.00	790.00	0.00 %
Department: 217 - FEDERAL FORFEITED FUNDS Total:	790.00	790.00	0.00	0.00	790.00	0.00 %
Expense Total:	790.00	790.00	0.00	0.00	790.00	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: 2016-2017 Period Ending: 08/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 202 - CITY BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	19,350.00	19,350.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	19,350.00	19,350.00	0.00 %
Revenue Total:	0.00	0.00	0.00	19,350.00	19,350.00	0.00 %
Expense						
Department: 850 - CITY BOND & INTEREST						
800 - DEBT SERVICE	0.00	0.00	0.00	2,150.00	-2,150.00	0.00 %
Department: 850 - CITY BOND & INTEREST Total:	0.00	0.00	0.00	2,150.00	-2,150.00	0.00 %
Expense Total:	0.00	0.00	0.00	2,150.00	-2,150.00	0.00 %
Fund: 202 - CITY BOND & INTEREST Surplus (Deficit):	0.00	0.00	0.00	17,200.00	17,200.00	0.00 %

Budget Report

For Fiscal: 2016-2017 Period Ending: 08/31/2017

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	725,000.00	725,000.00	57,953.00	729,015.96	4,015.96	100.55 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,225,000.00	1,225,000.00	57,953.00	729,015.96	-495,984.04	59.51 %
Revenue Total:	1,225,000.00	1,225,000.00	57,953.00	729,015.96	-495,984.04	59.51 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	402,486.00	402,486.00	63,213.75	401,898.75	587.25	99.85 %
900 - CAPITAL OUTLAY	822,514.00	822,514.00	42,729.04	275,437.72	547,076.28	33.49 %
Department: 551 - PARK & REC TOURISM Total:	1,225,000.00	1,225,000.00	105,942.79	677,336.47	547,663.53	55.29 %
Expense Total:	1,225,000.00	1,225,000.00	105,942.79	677,336.47	547,663.53	55.29 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-47,989.79	51,679.49	51,679.49	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,408,029.75	-1,045,305.74	-1,045,305.74	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	-895,233.30	-424,499.93	-424,499.93
002 - RESTRICTED POLICE FUND	0.00	0.00	-687.60	513.18	513.18
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	4,474.56	4,474.56
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	-13,950.10	116,350.18	116,350.18
016 - RESTRICTED AIRPORT	0.00	0.00	-114,006.05	-119,734.68	-119,734.68
022 - SANITATION	0.00	0.00	-101,774.54	-51,880.94	-51,880.94
023 - LANDFILL ACCOUNT	0.00	0.00	-14,567.80	-73,847.08	-73,847.08
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	-38,653.51	-38,653.51
125 - MIDDLETON MARKETPLACE TI	0.00	0.00	0.66	7.14	7.14
127 - 2016 COTTON MILL TIF BOND	0.00	0.00	44.41	-909,083.36	-909,083.36
135 - POLICE BUILDING RENOVATIO	0.00	0.00	-219,865.64	382,169.21	382,169.21
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.00	0.00
202 - CITY BOND & INTEREST	0.00	0.00	0.00	17,200.00	17,200.00
375 - PARK AND REC TOURISM	0.00	0.00	-47,989.79	51,679.49	51,679.49
Report Surplus (Deficit):	0.00	0.00	-1,408,029.75	-1,045,305.74	-1,045,305.74

**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 Christopher Gregory, as a Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Salary for Certified Police Officers \$35,015.76 (\$15.66 per hour), based on 2236 hours per year.

LINE ITEM

AUTHORIZATION HISTORY:

On June 20, 2017, the Board of Alderman approved to advertise for Certified Police Officers, in the Starkville Police Department. We conducted our first round of interviews on September 12, 2017. We were only able to find one candidate out of the process. We will continue our search for the remaining candidates.

The position being filled was previously held by Charles Jordan, who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

R. Frank Nichols, Police Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Christopher Gregory, as a Certified Police Officer in the Starkville Police 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 advertise to fill two (2) Firefighter positions in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Grade 5, (2676 hours), annual salary of \$28,098.00 (\$10.50 per hour) for entry level.
Grade 5, (2676 hours), annual salary of \$30,774.00 (\$11.50 per hour) for certified

FISCAL NOTE:

AUTHORIZATION HISTORY:

These positions were currently held by Will McReynolds and Timothy Finch who both resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise to fill two (2) Firefighter positions in the Starkville Fire Department.



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

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

SUBJECT:

Discussion and Consideration of adopting the job description for a Processing Clerk, and authorization to advertise to fill the position of a Processing Clerk, in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, annual salary range of \$34,502.23 (\$16.59 hr) - \$45,917.92 (\$22.08 hr) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Previously this position was held by Bill Green, who was the Office Manager and Vicki Lowrey, who was the Code Compliance Officer. The Community Development Director, is proposing to combine and reclassify those positions. Once Bill Green, turned in his resignation letter, the Community Development Director, decided it was a great time to look over his organization structure and restructure the department. After conducting a job analysis, a decision was made to hybrid these positions.

Vicki Lowrey, has also resigned with an effective date of August 3, 2017.

Job Description attached.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Buddy Sanders, Director

FOR MORE INFORMATION CONTACT:

Buddy Sander, Community Development Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval, of adopting the job description for a Processing Clerk, and authorization to advertise to fill the position of a Processing Clerk, in the Community Development Department.



Job Title: Community Development Processing Clerk
Direct Report: Director
Date Prepared: 07/05/17

FLSA: Non Exempt / Grade 12
Department: Community Development
Approved by Board: _____

POSITION SUMMARY:

The Community Development Processing Clerk is responsible for processing applications, maintain files, payments, customer service, and other essential duties associated with the Planning, Development Services, and Code Enforcement sections of the Community Development Department.

Work also involves responsibility for insuring that all building permits and vendors under municipal authority operate with correct and valid licenses. Work may be performed in the field and/or the office. Work is performed according to city ordinances and related state laws and is reviewed by a supervisor for compliance with ordinances and laws. Incumbents are required to conduct their work with a minimum of direct supervision.

DUTIES AND RESPONSIBILITIES:

- Provide excellent customer service to persons doing business with Community Development.
- Review and accept permit applications and payments. Distribute applications to the appropriate persons for review.
- Provide research and administrative support to Community Development Department.
- Respond to inquiries concerning Building Code rules and regulations from the public, contractors and property owners.
- Provide information and recommendations to developers, engineers, contractors and the general public of proper procedures to achieve licensing and permitting laws and regulations.
- Explain licensing and permitting laws and discuss remedies and alternatives to encourage compliance with regulations.
- Respond to routine complaints; provides contractors with billing information.
- Schedule inspection appointments for building inspections, and complete all necessary monthly and annual reports for the Building Department, as well as any correspondence required for contractors, property owners and other persons of interest.
- Issue contractors' licenses and/or building permits; collects, processes and records fees for permits, contractors' licenses, issues receipts; counts and balances daily monies received; and prepares bank deposits.
- Gather evidence and performs investigations regarding violations if litigation is required. Issues citations if violations are not corrected.
- Track, types, processes, reviews for accuracy or completeness, and maintains data related to licenses, insurance, state certificates, permits, payments, code compliance, and other records in accordance with established policies and procedures; assists employees and the public in the completion of forms; makes necessary corrections and adjustments.
- Operate a computer and applicable software, printer, scanner, multi-line phone system, calculator, and standard office equipment while performing essential functions.
- Locate, retrieves copies and distributes permits and plans and other files, records, reports and written materials.
- Require regular and prompt attendance plus the ability to work well with others and work well as a team.
- Assist other office personnel as needed and all other duties assigned including any other duties assigned by the Mayor or Community Development Director.

QUALIFICATIONS:

Knowledge of:

- Knowledge of laws and regulations governing license and building permits in the City.
- Knowledge of established policies, methods, and procedures in licensing and collection of license fees.

Ability to:

- Ability to handle financial transactions, calculate and maintain accurate records, and compile and prepare reports.
- Ability to disseminate information in a timely and accurate manner.
- Ability to use permit management software.
- Ability to communicate effectively, both in speaking and writing.



- Ability to enforce city ordinances in a fair and impartial manner.
- Ability to conduct thorough and accurate investigations.
- Ability to accurately interpret and apply the provisions of pertinent laws, ordinances, and policies.
- Ability to provide excellent customer service.
- May require the ability to read plans, descriptions, maps, and plats.
- Ability to be bonded.

EDUCATION AND EXPERIENCE GUIDELINES:

Education and/or Experience:

- Must possess a 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 some experience performing clerical work and data entry in a building construction related field; or any equivalent combination of education, training, and experience that demonstrates the above listed knowledge, skills, and abilities.
- Must possess a valid MS driver's license and acceptable MVR.

Preferred:

Associate's degree in business administration with two years of administrative experience, or any equivalent combination of training and experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Working Environment:

Work is performed in an office or field setting. Work in the field exposes the employee to all weather conditions and requires the operation of a motor vehicle in a variety of traffic conditions.

Physical Demands:

Office work is essentially sedentary with occasional walking, bending, lifting or minimal physical activities. Field work requires frequent physical effort such as standing and walking. Computer work requires manual dexterity.

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.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 9-19-17
PAGE: 1 of 35

SUBJECT: The Starkville Police Department is requesting permission to enter into a grant with the Justice Assistance Grant for FY18 Funding in the area of equipment. This request for funding is for one (1) DVM 800 in car camera system with the compatible body worn camera. This grant is a 75% / 25% match grant up to \$5,000.

AMOUNT & SOURCE OF FUNDING: \$4,795.00 with \$3,596.25.00 reimbursable through the JAG Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Officer Taylor Wells 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY18 Funding with the Justice Assistance Grant for funding of Equipment. This grant is a 75% reimbursable grant.



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

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

September 1, 2017

Mayor ~~Parker Wiseman~~ *Lynn Spruill*
City of Starkville
101 E. Lampkin St.
Starkville, MS 39759

Subject: Project Number: 16LB2311
Effective Date: 10/01/17

Dear Mayor Wiseman:

We are pleased to inform you that the Division of Public Safety Planning has approved your sub-grant application for the **Local Law Enforcement Grant** in the amount of **\$3,596.25**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the sub-grant.

1. Sub-grant Signature Sheet (*1 copy*)
2. Budget Summary (*initial*)
3. Cost Summary Support Sheet(s) (*initial*)
4. OJP Statement of Special Conditions (*initial*)
5. OJP Sub-grant Standard Assurances; (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certification Form (*Attachment C-2*)
9. Certification Regarding Debarment (*Attachment F*)
10. Certification Regarding Lobbying (*Attachment G*)
11. Match Certification (*Attachment H*)
12. Discrimination Complaint Policies and Procedures (*Attachment E*)

We particularly want to bring to your attention to the requirement that **items 1-11 should be signed or initialed in blue ink and returned to this office no later than October 4, 2017**. Please retain a copy for your files. If there are questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,

Emberly K. Holmes
Emberly Holmes
Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville Police Department 101 E. Lampkin Street Starkville, MS 39759 662-323-4131 <u>t.wells@cityofstarkville.org</u>	2. Effective Date: 10/01/17 3. Sub-grant Number: 16LB2311 4. Grant Identifier: 2016-MU-BX-0179 5. Beginning & Ending Dates: 10/01/17 to 03/31/18 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
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7. The following funds are obligated:							
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$3,596.25	75	\$1,198.75	25			\$4,795.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$3,596.25	75	\$1,198.75	25			\$4,795.00

8.	The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.
Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill, Mayor City of Starkville
11. Signature: _____ Date: _____	12. Signature: _____ Date: _____

**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Starkville			
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
16LB2311	2016-MU-BX-0179	10/01/2017	03/31/2018
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

Funding Sources

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Local Law	\$3,596.25			\$1,198.75	\$4,795.00
TOTAL		\$3,596.25			\$1,198.75	\$4,795.00

AFW

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Starkville				Page 1 of 1	
2. Sub-grant Number 16LB2311	3. Grant Identifier Number 2016-MU-BX-0179	4. Beginning Date 10/01/2017	5. Ending Date 03/31/2018		
6. Activity: Byrne JAG Local Law					
7. DPSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Equipment	1 – DVM 800 in-car camera @ \$3,795.00 1 – FirstVu HD DVR body camera @ \$550.00 1 – VuLink @ \$450.00	\$3,596.25	\$1,198.75	\$4,795.00
Total			\$3,596.25	\$1,198.75	\$4,795.00

ASW



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C-1)
- Civil Rights Training Certification Form (attachment C-2)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

 Initial

Revised August 2015



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - All changes or revisions to the original approved contract must be submitted in writing and approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. *Retro-active modifications or revisions will not be granted.*

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Local Law Agencies must have a written "mandatory wear" policy in effect and a signed certification on file for utilizing JAG funds for body armor purchases.

Local Law Agencies using JAG funds to purchase body worn camera equipment must have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-110. Attachment F. Subparagraph 2h.
- c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) ☒ Federal (October - September)
 _____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit

Single Audit Required: ____ Yes ☒ No **BUT ONE IS DONE ANNUALLY + IS ON FILE**

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor subawards under this grant award in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. Each successful subgrantee will receive an on-site compliance monitoring visit or a desk review audit at least once during the grant period. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with

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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions**

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☒ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The CITY OF STARKVILLE (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

TASK FORCE TRAINING - The grantees agree that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

CITY OF STARKVILLE
Agency's Name

16LBZ311
Subgrant Award Number

LYNN SPRUILL
Authorized Official (Please Print)

MAYOR
Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEO) obligations.

The recipient will determine whether it is required to formulate an EEO in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEO, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEO. If the applicant is required to develop an EEO, but is not required to submit the EEO to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEO on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEO to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEO requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

CITY OF STARKVILLE
Name of Agency or Organization

16 LB 2311
Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 16LB2311

TOTAL AWARD \$4795.00
Award Amount \$ 3596.25 by JAG

Subgrant Project Title:

CAR CAMERA + MOBILE BODY WORN CAMERA

Organizational Name (Subgrantee or Funded Entity):

CITY OF STARKVILLE POLICE DEPARTMENT

Address:

101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

Telephone Number: (662) 323-4131

Subgrantee Duration:

Beginning Date: 10/1/17

Ending Date: 3/31/18

Project Director's Name, Address and Telephone Number:

TAYLOR WELLS (662) 323-4131
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

CHIEF R. FRANK NICHOLS
(662) 323-4131
101 EAST CAMPBELL STREET
STARKVILLE, MS 39759

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☒ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☒ (2) has less than 50 employees; and/or;
- ☒ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

LYNN SPRUILL

Typed or Printed Name

MAYOR, CITY OF STARKVILLE

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the sub-recipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the sub-recipient have an EEOP on file for review?

☒ Yes
☐ No

If yes, on what date did the sub-recipient prepare the EEOP? 04 / 16 / 06 (MM/DD/YY)

NOT REQUIRED

Please attach a copy of the EEOP to this document.

2. Has the sub-recipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the sub-recipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☒ No

If the sub-recipient prepared an EEOP Short Form, on what date did the sub-recipient prepare it?

____/____/____ (MM/DD/YY)

3. How does the sub-recipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: *WITHIN DEPARTMENT GENERAL ORDERS*

4. How does the sub-recipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: *WITHIN DEPARTMENT GENERAL ORDERS*

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the sub-recipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

6. If the sub-recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the sub-recipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes
☐ No

If sub-recipient does not have 50 or more employees and receives less than \$25,000 in DOJ funding, indicate this in the comments here.

Comments:

7. If the sub-recipient operates an education program or activity, has the sub-recipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes
☐ No

- c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☐ No

If the sub-recipient does not operate an education program or activity indicate this in the comments here.

Comments:

8. Has the sub-recipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☒ Yes
☐ No

Comments:

9. What steps has the sub-recipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

THE DEPARTMENT
EMPLOYS BI- LINGUAL OFFICERS.

Comments, including an indication of whether the sub-recipient has developed a written policy on providing language access services to LEP person(s):

10. Does the sub-recipient conduct any training for its employees on the requirements under federal civil rights laws?

☒ Yes

☐ No

Comments:

11. If the sub-recipient conducts religious activities as part of its programs or services, does the sub-recipient do the following:

- a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes

☐ No

Federal Civil Rights Compliance Checklist Signature Page

CITY OF STARKVILLE

Name of Agency or Organization (Please Print)

16LBZ311

Subgrant Number

Authorized Official or Authorized Designee Signature

Date _____

Office of Justice Programs Monitor's Signature

Date _____

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The CITY OF STARKVILLE hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of MISSISSIPPI
County of OKTIBBEHA
Signed (or attested) before me on

OF
by

(Date) (Name(s) of Individual(s))



Signature of Notarial Officer
Stamp

Title of Officer
My commission expires:

Authorized Signatory Official

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

LYNN SPRULL, MAYOR, CITY OF STARKVILLE
Name and Title of Authorized Representative

Signature

Date

CITY OF STARKVILLE
Name of Organization

101 EAST LAMPKIN STREET
Address of Organization

STARKVILLE, MS 39759

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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

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

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

CITY OF STARKVILLE
Name and Address of Organization
101 EAST LAMPKIN ST
STARKVILLE MS 39759

Name of Authorized Individual
Signature and Date

16LB 2311
Subgrant Number

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: CITY OF STARKVILLE

Program for which Match is being certified under: JAG

Grant Award # 16LB2311

The CITY OF STARKVILLE, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount
1. <u>25% MATCH FROM CITY FUNDS</u>	\$ <u>1,198.75</u>
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Date Signature

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Body-Worn Camera (BWC) Policy Certification

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Body-Worn Camera (BWC) purchases" in the program announcement for the grant program identified above. I certify that our agency has developed or reviewed and updated our agency BWC policy. BWC Policy and practices at minimum must reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Programs (OJP) grants, including certifications provided in connection with such grants, are subject to review by the OJP and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the OJP).

Fiscal Year of JAG Award: 2017



Signature of Certifying Official

TAYLOR WELLS

Printed Name of Certifying Official

CORPORAL

Title of Certifying Official

CITY OF STARKVILLE POLICE DEPARTMENT

Full Name of Applicant Entity

9/12/17

Date

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ If your agency has body armor on the Cost Summary Support Sheet, you must complete and return a Body Armor Mandatory Wear Policy Certification (included in your packet.)
- ☒ If your agency has body worn cameras on the Cost Summary Support Sheet, you must complete and return a Body Camera Mandatory Wear Policy Certification (included in your packet.)
- ☒ One Signature Sheet signed in blue ink.
- ☒ Budget Summary Sheet (initialed)
- ☒ Cost Summary Sheet (initialed)
- ☒ OJP JAG Statement of Special Conditions
- ☒ OJP Sub-grant Standard Assurances (Attachment A)
- ☒ Certification of Equal Employment Opportunity (Attachment B)
- ☒ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☒ Civil Rights Training Certification Form (Attachment C-2)
- ☒ Certification Regarding Debarment (Attachment F)
- ☒ Certification Regarding Lobbying (Attachment G)
- ☒ Match Certification (Attachment H)
- ☒ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Cpl TAYLOR WELLS

Sub-grant Contact Person

9/12/17

Date



9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Quote	QUO-21419-J1B1N3
Date	9/13/2017
Page	1

Customer:

Starkville Police Department
 Taylor Wells
 110 W. Main
 Starkville, MS 39759

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
STAMS0	DA	FEDERAL EXPRESS	Net 30	Paige Williams	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	001-00228-00	FirstVu HD DVR w/ Stnd Battery Kit	\$595.00	\$45.00	\$45.00	\$550.00
1	001-0950-00	VuLink, Standard Kit	\$495.00	\$45.00	\$45.00	\$450.00
1	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$200.00	\$200.00	\$3,795.00

Notes:

Bundle Discount

Total Discount	\$290.00
Subtotal	\$4,795.00
Misc	
Tax	\$0.00
Freight	\$45.00
Total	\$4,840.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "**you**".



Quote	QUO-21419-J1B1N3
Date	9/13/2017
Page	2

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

9. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other

reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

10. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

11. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

12. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

13. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

14. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell,

lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the TradeIn Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.

15. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.

16. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



**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 enter into an agreement with the Mississippi Department of Human Services Division of Community Service to continue participation in the Low-Income Home Energy Assistance Program (LIHEAP.)

LIHEAP vendor Prairie Opportunity offers assistance to low-income customers to aid in paying electric bills.

AMOUNT & SOURCE OF FUNDING:

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 enter into an agreement with the Mississippi Department of Human Services Division of Community Service to continue participation in LIHEAP with vendor Prairie Opportunity.

Mississippi Department of Human Services
Division of Community Services (DCS)

Vendor Agreement

The Low-Income Home Energy Assistance Program (LIHEAP) provides assistance to eligible low-income households to pay home energy cost and other energy related services. Payments for assistance will be made by Prairie Opportunity, Inc. on behalf of eligible households

LIHEAP Agency

to the vendor who provide the primary source of heating, cooling or services named by the applicant. Checks will be issued to the vendor with a list of eligible households attached to it.

This vendor agreement is by and between:

LIHEAP Agency:	Address:
Prairie Opportunity, Inc.	Post Office Box 1526, Starkville, MS 39760
LIHEAP Vendor Legal Name:	Address:
Utilities Starkville Electric Department	Post Office Box 927, Starkville, MS 39759

By signing this agreement and accepting payments on behalf of eligible households, the energy vendor assures:

- The account number is assigned to each household eligible for energy assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of home energy services and the amount of payment made through the program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount paid by LIHEAP agency will be credited to individual eligible household indicated on the listing that accompanies the check or ACH deposit;
- To not refuse service or otherwise discriminate in the marketing and provision of service to any applicant because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income or energy-efficiency services;
- To not interrupt services if a pledge was sent to Vendor and the agency is meeting the obligations under this agreement;
- That it will cooperate with DCS by providing requested information to DCS regarding annual utility usage and cost for LIHEAP clients, if applicable; and
- To provide at no cost to the LIHEAP Agency, client, or DCS, written information on an applicant household's home energy costs, bill payment history or arrearage history.

The energy vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY** to home energy accounts of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill.
- Payments must **not** be applied to business accounts.
- Payment must be applied **only** for home energy services. The following payments are prohibited: water, sewer, garbage collections, fraudulent services, meter tampering and returned check fees.
- If, after a payment is credited to the recipient's account, and a credit balance results, this must be noted in the energy vendor's record and shown on the recipient's next bill. **CASH REFUNDS ARE STRICTLY PROHIBITED.**

- If a recipient having a credit balance as a result of LIHEAP benefit shown on the energy vendor's book should die (without spouse) or move out of the State of Mississippi, any amount exceeding the balance owed your company must be refunded to Prairie Opportunity, Inc.

LIHEAP Agency

Refunds must be identified with the year credit occurred, name, address, and account number of the recipient.

- If a recipient having a credit balance as a result of LIHEAP benefit moves to a different region of the state and with current vendor, the credit balance may be transferred, provided the recipient notifies the vendor of the name and new account number. In the event that no request was made by the recipient within a reasonable time frame, the credit balance must be refunded to Prairie Opportunity, Inc.

LIHEAP Agency

- Refund any interest resulting from unused LIHEAP payment made on behalf of the client, when a client no longer needs service due to relocation, death, etc.
- All recipient accounts should be credited immediately, but no later than ten (10) days after receipt of check from Prairie Opportunity, Inc. It is important that all branch offices are

LIHEAP Agency

contacted to ensure that recipients' accounts are credited in a timely manner.

- The energy vendor agrees to provide at least one contact person to Prairie Opportunity, Inc. who will ensure that all accounts are credited and

LIHEAP Agency

answer questions concerning utility shut off and direct vendor payments.

By signing this agreement and pledging payments of eligible households, the LIHEAP agency assures:

- To not provide pledges on behalf of recipients without having adequate funds to pay such pledge;
- Pledges will be made only on approved applications in Virtual ROMA.
- Payment will occur within twenty (20) business days after application has been approved.
- Provide Vendor with a list of names, telephone numbers and email addresses of Agency staff designated to approve pledges on behalf of the Agency and LIHEAP recipients.

The State of Mississippi may terminate this agreement by written notice for failure of either party to comply with the provisions stated herein or when it is deemed to be in the best interest of the State, client, or to comply with the LIHEAP statute.

Laura A Marshall
Signature of LIHEAP Agency Officer

Signature of Energy Vendor Officer

Laura A. Marshall, Executive Director
Printed Name & Title

Printed Name & Title

8/22/17
Date

Date