



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
AUGUST 21, 2018**

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 Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Clerk
Shalonda Sykes

**Park and Recreation
Director**
Gerry Logan

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

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

RECESS MEETING OF TUESDAY, AUGUST 21, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JULY 17, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JULY 30, 2018 9:00 A.M. SPECIAL CALL OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JULY 30, 2018 9:30 A.M. SPECIAL CALL OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2019 BUDGET AND PROPOSED TAX LEVIES FOR THE CITY OF STARKVILLE.

B. PUBLIC HEARING AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF RZ 18-05 A REQUEST TO REZONE 2 LOTS LOCATED AT 300 LOUISVILLE AND 314 SCALES STREET FROM R-2 TO R-5 WITH THE PARCEL NUMBERS 102B-00-051.00 AND 102B-00-052.00.

IX. MAYOR'S BUSINESS

A. PRESENTATION AND DISCUSSION OF THE RESULTS OF THE ANNEXATION STUDY BY SLAUGHTER AND ASSOCIATES.

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

X. BOARD BUSINESS

- A. CONSIDERATION OF REVISION TO THE SPECIAL EVENTS POLICY AND APPLICATION.
- B. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND STARKVILLE CODE OF ORDINANCES CHAPTER 82, ARTICLE III - ASSEMBLIES, PARADES, AND PROCESSIONS - CONSISTENT WITH THE CITY'S SPECIAL EVENTS POLICY.
- C. UPDATE FROM STARKVILLE UTILITIES ON ISSUES WITH NEW AMS METERS.
- D. UPDATE FROM CITY ENGINEER ON LOCKSLEY WAY MULTI-PURPOSE PATH EXTENSION.

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

- 1. REQUEST APPROVAL OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE THIRD ANNUAL NIGHT MARKET ON AUGUST 31, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- 2. REQUEST APPROVAL OF A SPECIAL EVENT REQUEST BY STARKVILLE FIRE DEPARTMENT TO HOLD THE PINK HEALS 5K ON OCTOBER 20, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- 3. REQUEST APPROVAL OF A SPECIAL EVENT REQUEST BY ANITA LINDSEY BUSH OF MAD MOTHERS AGAINST DOMESTIC DISPUTES TO HOLD THE 2018 STARKVILLE COMMUNITY DAY TO BE HELD ON OCTOBER 13, 2018 AT J. L. KING / WESTSIDE PARK AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

4. CONSIDERATION OF ADVERTISING TO FILL THE VACANCY IN WARD 2 FOR THE PLANNING AND ZONING COMMISSION FOR A TERM TO END JUNE 30, 2020.

5. DISCUSSION AND CONSIDERATION OF VA 18-05 A REQUEST BY CLAY WEEKS AND SANDY REESE FOR VARIANCES FROM STREET WIDTH REQUIREMENTS AND STREET DEDICATION REQUIREMENTS FOR A PROPOSED CONDOMINIUM DEVELOPMENT LOCATED ON THE EAST SIDE OF LOUISVILLE STREET AT THE INTERSECTION OF LINDEN CIRCLE IN A C-1/R-5 ZONE WITH THE PARCEL # 102G-00-156.01, 102G-00-166, AND 102G-00-167.

C. COURTS

1. REQUEST PERMISSION FOR COURT CLERK SHALONDA SYKES TO ATTEND MANDATORY TRAINING IN JACKSON, MS SEPTEMBER 12 THROUGH SEPTEMBER 14 AT NO COST TO THE CITY.

D. ENGINEERING

1. REQUEST APPROVAL TO ADVERTISE THE 2018 ROADWAY BASE AND SURFACING PROGRAM – PROJECT NO. 18036.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 14, 2018 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF JULY FINANCIAL REPORTS.

3. CONSIDERATION OF APPROVAL TO APPLY FOR FLEETCOR FUEL CARDS TO BE USED FOR FUEL PURCHASES IN CITY VEHICLES WHEN OUT OF TOWN.

F. FIRE DEPARTMENT

1. FIRE ENGINE PRESENTATION TO THE MAYOR AND BOARD.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR AN OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE CHRISTIAN HOME EDUCATORS FOR USE OF ATHLETIC FIELDS FOR THEIR FOOTBALL, SOCCER AND VOLLEYBALL PROGRAMS.
2. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY FOR USE OF AN ATHLETIC FIELD FOR THEIR VARSITY GIRLS' SOCCER PROGRAM.
3. CONSIDERATION OF PARKS AND RECREATION DEPARTMENT PROGRAM THAT INCLUDES A TRIP TO BRANSON, MISSOURI, FOR THE DATES OF DECEMBER 10-13, 2018.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE MS OFFICE OF HIGHWAY SAFETY FOR THE FY 19 DUI ENFORCEMENT IN THE AMOUNT OF \$80,637.60 WITH NO MATCH REQUIREMENT.
2. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MS OFFICE OF HIGHWAY SAFETY FOR THE FY 19 POLICE TRAFFIC SAFETY GRANT IN THE AMOUNT OF \$15,400.00 WITH NO MATCH REQUIREMENT.
3. REQUEST AUTHORIZATION FOR CORP. BRANDON LOVELADY TO ATTEND THE NEWS MEDIA TRAINING FOR NARCOTICS COMMANDERS AND LAW ENFORCEMENT LEADERS CLASS, SEPTEMBER 18-20, 2018 IN MEMPHIS, TN, IN AN AMOUNT NOT TO EXCEED \$200.00.
4. REQUEST AUTHORIZATION FOR APPROVAL FOR PROFESSIONAL CONSULTING WITH MOCK MSLEAC ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$450.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE NEW SOUTHWEST STARKVILLE PRIMARY SUBSTATION SITE WORK.
2. REQUEST AUTHORIZATION TO SIGN THE RATE CHANGE AMENDMENT EFFECTIVE OCTOBER 1, 2018 WITH TVA.
3. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE/REPAIR FOR THE CURRY STREET WELL WHICH INCLUDES REPLACING ALL OF THE PIPE COLUMN, OIL TUBING AND PUMP SHAFT, WITH THE BAKE AND INSTALLATION OF NEW PUMP BEARINGS REQUIRED, WITH DONALD SMITH FOR \$69,167, PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 4, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 8-21-18
PAGE: 1 of 49**

SUBJECT: Request approval of the minutes of the July 17, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the July 17, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 17, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 17, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Alderman David Little appeared telephonically. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins asked that the July 3, 2018 minutes and item IX. A. Wildflower Trails of MS be removed from consent. He also asked to change and to add to consent item XIV. A. Appointment of Gerry Logan at a salary of \$70,000 to consent. Alderman Carver objected and the item was not changed.

Alderman Perkins asked to remove Item XII. Executive Session and to only have the one Executive Session – Item XVIII.

There being no additional objections to the changes, the Mayor called for a motion to approve the agenda with consented items.

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

Alderman Carver offered a motion, duly seconded by Alderman Sistrunk, to approve the July 17, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JULY 17, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

Alderman David Little is scheduled to appear telephonically

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JUNE 19, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JUNE 29, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JULY 3, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING AND CONSIDERATION OF UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CFR REQUIREMENTS.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF BECOMING AN AFFILIATE WITH THE WILDFLOWER TRAILS OF MISSISSIPPI PROGRAM AND ESTABLISHING WILDFLOWER TEST AREAS WITHIN THE RIGHT-OF-WAY OF STARKVILLE, MISSISSIPPI.

X. BOARD BUSINESS

A. CONSIDERATION OF APPOINTMENT OF DIRECTOR OF PARKS AND RECREATION.

B. DISCUSSION AND CONSIDERATION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

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. CONSIDERATION OF A CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE CARL SMALL TOWN CENTER /MISSISSIPPI STATE UNIVERSITY TO COMPLETE A DOWNTOWN STARKVILLE DESIGN PROJECT.
- b. CONSIDERATION OF THE APPOINTMENT OF PETE MELBY, THE SOLE APPLICANT, FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD FOR A FOUR-YEAR TERM TO BEGIN ON JULY 18, 2018.
- c. DISCUSSION AND CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER-MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.
- d. RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION FOR THE CITY.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE ARC MILL STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM PHILLIPS CONTRACTING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT CONTINGENT UPON APPROVAL OF ARC FUNDING.
2. CONSIDERATION OF APPROVAL OF ADDITIONAL LOCAL MATCHING FUNDS TOTALING \$7,894 FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) MILL STREET IMPROVEMENT PROJECT.
3. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE CARVER DRIVE AND LONG STREET INTERSECTION.
4. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE WILLOW ROAD AND SYCAMORE ROAD INTERSECTION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 10, 2018 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST ACCEPTANCE OF JUNE FINANCIAL REPORTS.

3. CONSIDERATION OF LOW BID FROM TRUSTMARK CORPORATION IN THE AMOUNT OF \$193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE WORK OUT EQUIPMENT FROM ROGUE EQUIPMENT, THE LOWER AND BEST QUOTE, FOR FIRE STATION 2, IN THE AMOUNT OF \$23,975.43 WITH FUNDS FROM THE BLUE CROSS BLUE SHIELD HEALTHY YOU GRANT AT NO COST TO THE CITY.
2. REQUEST PERMISSION TO PURCHASE A SCBA EQUIPMENT FROM SUNBELT FIRE TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$7,387.89, AT STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.
3. REQUEST PERMISSION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$61,255.00, STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE WILL SIMON AS A CERTIFIED POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE KRIS KEEL AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR THE ACCOUNTING MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
5. CONSIDERATION OF APPROVAL TO SELECT TYLER EXCUTIME AS SOLE SOURCE COMPATIBLE SOFTWARE WITH CURRENT PAYROLL AT A COST OF \$40,589.00 AND FRONTLINE AS THE LOWER QUOTE FOR JOB APPLICATION AND SCHEDULING SOFTWARE AT A COST OF \$10,700.00.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE COWBOYS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.
2. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE SAINTS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER A LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JULY 1, 2018 THROUGH DECEMBER 31, 2018 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – WATER DIVISION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 25:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 19, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 19, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 29, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 29, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF A CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE CARL SMALL TOWN CENTER /MISSISSIPPI STATE UNIVERSITY TO COMPLETE A DOWNTOWN STARKVILLE DESIGN PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of entering into a contract with the Carl Small Town Center at Mississippi State University to complete a downtown Starkville design project with a \$6,500 reimbursable grant from a Certified Local Government Grant with a match of \$3,250 to the City plus volunteer services (in-kind) of \$3,250” is enumerated, this consent item is thereby approved.



MISSISSIPPI STATE UNIVERSITY™

Fixed Price Research Agreement

BETWEEN

City of Starkville

AND

Mississippi State University

Agreement No.: Banner Proposal # S18001331	Sponsor Name: City of Starkville		
Project Period Start: Jun 15, 2018	Sponsor Address: 110 W Main Street		
Project Period End: Sep 15, 2018	Sponsor City: Starkville	Sponsor State: MS	Sponsor Zip: 39759
Contract Amount: \$9,750.00	ATTN: Buddy Sanders		
Subject: Downtown Starkville Design Standards Project			

Mail Invoice To:			Remit Payment To:		
Name: City of Starkville			Name: Mississippi State University		
Address: 110 W Main Street			Address: P.O. Box 5227		
City: Starkville	State: MS	Zip: 39759	City: Mississippi State University	State: MS	Zip: 39762
ATTN: Buddy Sanders			ATTN: Sponsored Programs Accounting		

Types of Funds

Please indicate whether or not you will be using any Federal funds to pay MSU NO (yes or No). If yes, please indicate the CFDA # (Catalog of Federal Domestic Assistance).

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this agreement shall be subject to and governed by this Agreement.

Mississippi State University:		Sponsor:	
	Date:	<i>[Signature]</i>	Date: 7-18-18
Name: Tina Hood		Name: <i>D. Lynn Spruill</i>	
Title: Interim Director, Office of Sponsored Projects		Title: <i>Mayer - City of Starkville</i>	

Schedule

Fixed Price Research Agreement

Between

City of Starkville

AND

Mississippi State University

WHEREAS: This contract is entered into between [City of Starkville], hereinafter referred to as Sponsor, and Mississippi State University, an institution of higher education of the state of Mississippi, located in Starkville, Mississippi, hereinafter referred to as University.

WHEREAS: The Sponsor desires services in accordance with the scope of work outlined within this agreement, and

WHEREAS: The performance of such service is consistent, compatible and beneficial to the academic role and mission of the University as an institution of higher education and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

The University agrees to provide its reasonable efforts in performing the work set forth herein and within the estimates provided below.

The University will assist the Sponsor in the conduct of the programs and projects of the Sponsor in accordance with the University's proposal as described in **Appendix A** which is attached hereto and by reference incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on Jun 15, 2018 and shall not extend beyond Sep 15, 2018 unless such period is extended in writing by both parties.

3. COMPENSATION

A. The Sponsor agrees to compensate the University for the performance of work under Article 1 above, in a fixed price amount of [\$9,750.00] during the period of performance of this contract set forth in Article 2 above.

B. The University shall submit invoices to the Sponsor as follows:

Date	Amount
October 20, 2018	\$9,750.00
Upon Final Report	\$9,750.00

Invoices will be sent to [City of Starkville]. Compensation shall be in the form of checks made payable to "Mississippi State University" and mailed to Ms. Denise Peebles, Assistant Controller for Sponsored Programs Accounting.

Office of the Controller

P.O. Box 5227

Mississippi State, MS 39762

4. AUDIT

Notwithstanding any other conditions of this contract, the books and records of the University will be made available upon request at the University's regular place of business, for audit by personnel authorized by the Sponsor. Additionally, financial records, supporting documents and other records pertinent to this contract shall be retained by the University for a period of three (3) years from the date of submission of the final expenditure report. The period of access and examination described above for the records which relate to (1) litigation or settlement, or (2) costs and expenses of this contract as to when exception has been taken by any of the organizations named above shall continue until such litigation, claims or exceptions have been disposed. The provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is applicable to this contract and are incorporated herein by reference.

5. KEY PERSONNEL

Leah Kemp

[] shall be designated as the University's Principal Investigator and shall be responsible for the conduct of the work by the University and shall not be replaced without the prior written approval of the Sponsor.

6. CONTROL OF RESEARCH

Control of research will rest entirely with University. However, it is agreed that University, through its Principal Investigator, will maintain continuing communication with a designated liaison for the Sponsor. The frequency and nature of these communications will be mutually defined by University's Principal Investigator and the Sponsor's liaison person.

The University's Principal Investigator is not authorized to change any element of this contract. All changes shall be consummated by formal written amendment signed by the authorized signatory of both parties to this contract.

7. REPORTS AND PUBLICATIONS

- A. A final Technical Report is due within 90 days after the end of the performance period or after final data is collected, whichever comes first. A final Financial Report, which shall serve as the final invoice, is due within 90 days after the end of the performance period. The University through the assigned Principal Investigator or designee is responsible for communicating with Sponsor for all necessary forms and materials to complete this project by the stated date. The final payment for services from the Sponsor to the University will be made upon delivery of the final written report.
- B. In all publications resulting from services performed under the contract, the University agrees to acknowledge the support of the Sponsor.
- C. Sponsor shall be entitled to a royalty free right to make, use and sell product(s) or service(s) embodying Intellectual Property, as defined below, which is not (i) patented or otherwise protected by a patent application or trade secret status; (ii) for computer software, protected by copyright. Accordingly, Sponsor shall have the right to freely use or otherwise exploit any and all unprotected data and other contents of the final Technical Report for any purpose.

8. EQUIPMENT

The University has title to equipment purchased under this agreement.

9. INSPECTION

Designated representatives of the Sponsor (and for the Government, if appropriate) shall have the right to inspect and review the progress of work performed pursuant to this contract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations, or analyses used or generated under this contract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the Sponsor shall give the University reasonable notice prior to conducting any such inspections. Inspection by the Sponsor shall not relieve the University of its responsibility to fully and formally report the details of the work set forth herein.

10. INTELLECTUAL PROPERTY

Definitions - Intellectual Property - means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the services agreement during the Contract Period.

Patents, Inventions or Computer Software

All rights and title to Intellectual Property conceived and first reduced to practice by University employees in the performance of this services agreement during the Contract Period belong to University and are subject to the terms and conditions of this agreement. All rights and title to Intellectual Property conceived and first reduced to practice by Sponsor's employees in the performance of this research agreement during the Contract Period belong to the Sponsor. Intellectual Property conceived and first reduced to practice jointly by University and Sponsor employees will be jointly owned.

Where the deliverable, scope or purpose of this agreement is to develop computer software, anything in this agreement to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

In recognition of Sponsor's contribution to this project, University agrees to give Sponsor first right of refusal to negotiate an exclusive license to University owned intellectual property developed as a result of this project.

Scholarly Works

Under University policy, the investigators own copyright in their Scholarly Works. Scholarly Works resulting from the research program are not subject to the term of this section. As used herein, Scholarly Works shall mean articles, dissertations, theses, and books which may be published or otherwise disposed by the authors.

11. EQUAL EMPLOYMENT OPPORTUNITY

The University agrees to comply with the provisions of Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR part 60 to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. INDEPENDENT PARTIES

The University is and will be acting as an independent party in the performance of this work and the University will be responsible for official actions/inactions of university employees or agents in the scope of their official employment. The University, by State law, maintains worker's compensation insurance covering all university employees.

It is not intended that the University would become liable to third parties by virtue of this agreement, nor does the University waive, hereby, any immunity it may have, including sovereign immunity and immunity arising under the 11th amendment of the United States Constitution.

13. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

14. DISPUTES

Any dispute concerning a question of fact arising under this contract shall be resolved in the following manner: In the event of disagreement, the University and the Sponsor shall present their position in detail to the other party in writing, and both the University and the Sponsor hereby agree to negotiate in good faith to effect an equitable voluntary settlement.

15. LOBBYING

Funds awarded under this contract cannot be used by the University, or any agent acting for the University, to engage in any activities designed to influence the legislation or appropriations pending before Congress. Costs associated with such activity (commonly referred to as "lobbying") are unallowable as charges to this contract.

16. PROCUREMENT AND FINANCIAL MANAGEMENT STANDARDS

The University's financial management and procurement standards shall meet the requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17. DRUG FREE WORKPLACE

The University certifies that it is in compliance with the provisions of the Drug Free Workplace Act (PL100-690).

18. DEBARMENT

The University certifies 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 Prime. The University shall comply with the regulations found at 45CFR Part 620, "Government-wide Debarment and Suspension (Non-procurement)."

19. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.

--END--

5. CONSIDERATION OF APPROVAL OF THE APPOINTMENT OF PETE MELBY, THE SOLE APPLICANT, FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD FOR A FOUR-YEAR TERM TO BEGIN ON JULY 18, 2018.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Pete Melby, the sole applicant, to the Starkville Tree Advisory Board for a four-year term to begin on July 18, 2018” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER–MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of selecting the consulting firm Farmer–Morgan to complete and apply for US Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) and Appalachian Regional Commission grants for improvements to the Dr. Martin Luther King, Jr. Drive/Highway 182 Corridor” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF A RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION FOR THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution giving the consulting firm of Farmer – Morgan authorization to file a Better Utilizing Investments to Leverage Development (BUILD) grant application” is enumerated, this consent item is thereby approved.

Resolution

**CITY OF STARKVILLE
2018 USDOT BUILD Discretionary Grant Program
GRANT APPLICATION
MS Highway 182 Redevelopment Project**

WHEREAS, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of MS Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, utility relocation, and storm water management along a 1.4-mile segment of the corridor, between N Long Street and Old West Point Road. This proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the economic corridor of MS Highway 182.

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding.

WHEREAS, engineers have estimated a total project cost of \$18,319,800; and

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding not to exceed \$14,655,840 and is committed to provide 20% match, or \$3,663,960, in local matching funds to complete the project.

BE IT FURTHER RESOLVED, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Better Utilizing Investments to Leverage Development (BUILD) grant, execute any and all documents and enter into agreements necessary for the successful application and award of the grant and to enter into a contract with the selected firm of FARMER | MORGAN to undertake the Architecture & Engineering, and Construction, Engineering and Inspection (CEI) services subject to City of Starkville & USDOT approvals.

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2018 BUILD City of Starkville MS Highway 182 Redevelopment Project grant writing, Architecture & Engineering and CEI Services.

Passed _____ 2018

Lynn Spruill, Mayor

ATTEST:

8. CONSIDERATION OF APPROVAL OF THE ARC MILL STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM PHILLIPS CONTRACTING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT CONTINGENT UPON APPROVAL OF ARC FUNDING.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the ARC Mill Street Improvement Project, accepting the low bid from Phillips Contracting and authorization for the Mayor to execute a contract, pending ARC and MDA approval and pending additional funds provided by ARC” is enumerated, this consent item is thereby approved.

Bids were received on Tuesday, July 10 at 9am. Two bids were received:

Phillips Contracting Company, Inc. \$296,880.00 and Gregory Construction Services, Inc. \$422,416.50

9. CONSIDERATION OF APPROVAL OF ADDITIONAL LOCAL MATCHING FUNDS TOTALING \$7,894 FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) MILL STREET IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the City of Starkville to commit funds other than ARC funds to a project under MS ARC Program Project # MS-18956” is enumerated, this consent item is thereby approved.

Sources of funding: \$269,055 ARC (80%); \$67,264 City (20%) *Original Grant Award*
\$ 31,575 ARC (80%); \$7,894 City (20%) *Additional Funding Request*

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN ARC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC)
PROGRAM
(Project Number MS-18956)**

WHEREAS, the State of Mississippi has funds available under the Mississippi Appalachian Regional Commission (ARC) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage ARC Area Development funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required 20% match of \$7,894 to be derived from City of Starkville Capital Improvement Bond funds, to leverage said ARC funds for the proposed ARC area development infrastructure improvements which will re-construct an access road (Mill Street) and upgrade storm water drainage pipes and inlets. The proposed project will also include sidewalks, pavement markings and signage to improve the safety of the traveling public and pedestrians using Mill Street.

SO ORDERED, THIS 17TH DAY OF JULY 2018, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

D. Lynn Spruill, Mayor

ATTEST: _____
Lesa Hardin, City Clerk

(SEAL)

10. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE CARVER DRIVE AND LONG STREET INTERSECTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the installation of an All-Way stop at the Carver Drive and Long Street Intersection” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE WILLOW ROAD AND SYCAMORE ROAD INTERSECTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the installation of an All-Way Stop at the Willow Road and Sycamore Road Intersection” is enumerated, this consent item is thereby approved.

12. ACCEPTANCE OF JUNE FINANCIAL REPORTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the June financial reports” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF LOW BID FROM TRUSTMARK CORPORATION IN THE AMOUNT OF \$193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a low bid from Trustmark Corporation in the amount of \$193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept.” is enumerated, this consent item is thereby approved.

Three quotes received: Bancorp South – 3.89%; Trustmark Bank -3.43%; Regions Bank - 3.47%

14. CONSIDERATION OF PERMISSION TO PURCHASE WORK OUT EQUIPMENT FROM ROGUE EQUIPMENT, THE LOWER AND BEST QUOTE, FOR FIRE STATION 2, IN THE AMOUNT OF \$23,975.43 WITH FUNDS FROM THE BLUE CROSS BLUE SHIELD HEALTHY YOU GRANT AT NO COST TO THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to purchase work out equipment from Rogue Equipment for Fire Station 2, in the amount of \$23,975.43, the best of two quotes received, with funds from the *Blue Cross Blue Shield Healthy You Grant* at no cost to the city” is enumerated, this consent item is thereby approved. The Rogue quote included additional equipment as well as free shipping, extended warranty and installation.

Two quotes:

Rogue - \$23,975.43 (includes additional weight bench, shipping, full extended warranty and installation)

GetRx'd - \$19,898.00 (limited warranty plus shipping and installation)

15. CONSIDERATION TO PURCHASE A SCBA (SELF CONTAINED BREATHING APPARATUS) EQUIPMENT FROM SUNBELT FIRE TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$7,387.89, AT STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to purchase SCBA Equipment from Sunbelt Fire to replace obsolete and failing compressor system, in the amount of \$7,387.89, state contract MS78283, with funds from the FEMA Firefighter Assistant Grant used to purchase this equipment" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$61,255.00, STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the purchase a SCBA Compressor System from Central Alabama Training Solution to replace obsolete and failing compressor system, in the amount of \$61,255.00, state contract price, with funds from the FEMA Firefighter Assistant Grant" is enumerated, this consent item is thereby approved.

17. AUTHORIZATION TO HIRE WILL SIMON AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Will Simon as a Certified Police Officer" is enumerated, this consent item is thereby approved.

18. AUTHORIZATION TO HIRE KRIS KEEL AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to hire Kris Keel as Office Manager in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

19. AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a maintenance worker in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

20. AUTHORIZATION TO ADVERTISE FOR THE ACCOUNTING MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the accounting manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. APPROVAL TO SELECT TYLER EXCUTIME AS SOLE SOURCE COMPATIBLE SOFTWARE WITH CURRENT PAYROLL AT A COST OF \$40,589.00 AND FRONTLINE AS THE LOWER QUOTE FOR JOB APPLICATION AND SCHEDULING SOFTWARE AT A COST OF \$10,700.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to select Tyler Excuteime as sole source compatible software with current payroll and Frontline as the lower quote for job application and scheduling software” is enumerated, this consent item is thereby approved.

Two quotes received for job application and scheduling software: Frontline - \$ 10,700.00 and Kronos - \$ 11,284.50

22. APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE COWBOYS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with the Starkville Cowboys organization for use of an athletic field for their football and cheer programs” is enumerated, this consent item is thereby approved.

23. APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE SAINTS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with the Starkville Saints organization for use of an athletic field for their football and cheer programs” is enumerated, this consent item is thereby approved.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE COWBOYS FOOTBALL**, herein after referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect July 4, 2018 through June 30, 2019. The City will permit the User to use one multiuse field at J.L. King Park, address 400 N Long St, Starkville, Mississippi 39759 for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at J.L. King Park, ("the Facility") for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at J. L. King Park, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the J. L. King Park. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(b) Paying for all damages related to and arising out of use of the Facility by the User

(c) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities

associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than \$1,000,000 for **personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season.

- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE COWBOYS FOOTBALL

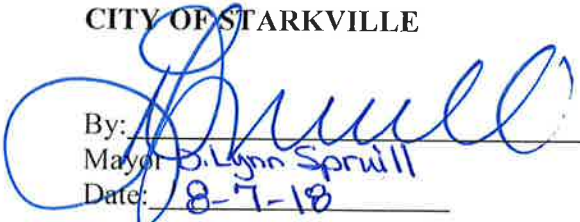
CITY OF STARKVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

By: 
Mayor D. Lynn Spruill
Date: 8-7-18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866		CONTACT NAME: Sports Dept PHONE (A/C, No. Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: ay@sadlersports.com PRODUCER CUSTOMER ID#:											
INSURED AMERICAN YOUTH FOOTBALL, INC. AND AMERICAN YOUTH CHEER AS MEMBERS OF Starkville Cowboys Pee wee Football & Cheer c/ o Rodney D Johnson 1355 babylon road Starkville, MS 39759 Application ID: 232976		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: SCOTTSDALE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: NATIONWIDE LIFE INSURANCE</td> <td></td> </tr> <tr> <td>INSURER C: NATIONAL CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SCOTTSDALE INSURANCE COMPANY		INSURER B: NATIONWIDE LIFE INSURANCE		INSURER C: NATIONAL CASUALTY COMPANY		INSURER D:	
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INSURER B: NATIONWIDE LIFE INSURANCE													
INSURER C: NATIONAL CASUALTY COMPANY													
INSURER D:													

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		KRS0000007367500	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence)	\$1,000,000
							PREMISES MEDICAL PAYMENTS	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	NONE
							PRODUCTS- COMP/ OP AGG	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON- OWNED AUTOS			KKO0000007367700	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	☒ SEXUAL ABUSE / MOLESTATION ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE ☐ RETENTION			KRS0000007367500	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$2,000,000
							EACH OCCURRENCE	N/A
							AGGREGATE	N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? ☐ Y/ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ WC STATUTORY LIMITS	
							☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
B	PARTICIPANT ACCIDENT			JXS0000028121800	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	E.L. DISEASE - POLICY LIMIT	
							EXCESS MEDICAL	\$100,000
							DEATH + SPECIFIC LOSS	\$10,000
							DEDUCTIBLE	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

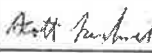
RE: COVERED SPORTS

NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - Ages 9 & Under (1 teams), Tackle Football - Ages 12 & Under (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (1 teams)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP: Property Owner/ Lessor Starkville Parks and Recreation 405 Lynn Lane Starkville, MS 39759	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A)  AUTHORIZED REPRESENTATIVE (company B) 
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS0000007367500	06/14/2018	Starkville Cowboys Peewee Football & Cheer	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
- c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☒ Sponsors

☒ Co- Promoters

☒ Any individual person(s) or organization(s) listed below
COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.

KR- GL-56 (4-07)

POLICY NUMBER: KRS 73675-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Starkville
110 West Main St.
Starkville, MS 39759

Re: Starkville Cowboys Pee wee Football & Cheer

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE SAINTS FOOTBALL**, herein after referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect July 5, 2018 through June 30, 2019. The City will permit the User to use one soccer field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 ("the Facility") for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b) Paying for all damages related to and arising out of use of the Facility by the User

(c) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must**

name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season.

- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and

any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE SAINTS FOOTBALL

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF STARKVILLE

By:  _____
Mayor
Date: 7-23-18


CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Depl PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017 E-MAIL ADDRESS: ayl@sadlersports.com PRODUCER CUSTOMER ID#:										
INSURED AMERICAN YOUTH FOOTBALL, INC. AND AMERICAN YOUTH CHEER AS MEMBERS OF Starkville Saints c/ o Fred Tate 2201old hwy 25 south STARKVILLE, MS 39759 Application ID: 234194	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: SCOTTSDALE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: NATIONWIDE LIFE INSURANCE</td> <td></td> </tr> <tr> <td>INSURER C: NATIONAL CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SCOTTSDALE INSURANCE COMPANY		INSURER B: NATIONWIDE LIFE INSURANCE		INSURER C: NATIONAL CASUALTY COMPANY		INSURER D:	
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COVERAGES
CERTIFICATE NUMBER
REVISION NUMBER

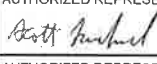
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							DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence) \$1,000,000
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	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE ☐ RETENTION			XKS0000007367800	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE \$3,000,000
							AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? ☐ Y/ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			☐ WC STATUTORY LIMITS
							☐ OTHER
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
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							EXCESS MEDICAL \$100,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - Ages 12 & Under (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (1 teams)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER	CANCELLATION
RELATIONSHIP: Property Owner/ Lessor City of Starkville 110 W Main St Starkville, MS 39759	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A)  AUTHORIZED REPRESENTATIVE (company B) 

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS0000007367600	06/25/2018	Starkville Saints	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
☒ Co- Promoters
☒ Any individual person(s) or organization(s) listed below
 COACHES, OFFICIALS AND VOLUNTEERS
 WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
 FOR THE INSURED.

KR- GL-56 (4-07)

POLICY NUMBER: KRS 73676-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Starkville
110 W Main St
Starkville, MS 39759

Re: Starkville Saints

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

24. CONSIDERATION TO ENTER A LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a two year lease agreement with Harley Davidson of Central Mississippi, at a cost of \$8,400.00, the lower of two quotes, for two Harley Davidson motorcycles” is enumerated, this consent item is thereby approved. Contract follows Item 25.

Two quotes received on two police motorcycles for two years:

Harley-Davidson of Central Mississippi: \$ 8,400.00

Chunky River Harley-Davidson: \$ 10,800.00

25. CONSIDERATION OF APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JULY 1, 2018 THROUGH DECEMBER 31, 2018 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – WATER DIVISION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bids received for the July 1, 2018 through December 31, 2018 source of supply listing for Starkville Utilities – Water Division” is enumerated, this consent item is thereby approved.

Water Department Source and Supply Awards 2018				
Product Group Bids	Central Pipe	Core and Main	G & C Supply	Consolidated Pipe
Meter Service Fittings	\$ 44.01	\$ 45.29	\$ 46.84	\$ 46.49
Tapping Saddles	\$ 42.02	\$ 42.51	\$ 47.90	\$ 44.22
Tapping Sleeves	\$ 377.53	\$ 414.89	\$ 419.28	\$ 425.21
Brass Fittings	\$ 8.03	\$ 8.04	\$ 21.02	\$ 8.93
Gate Valves	\$ 382.65	\$ 401.95	\$ 403.23	\$ 382.79
Repair Clamps	\$ 47.74	\$ 66.11	\$ 50.03	\$ 68.42
Couplings Water	\$ 57.55	\$ 78.27	\$ 59.48	\$ 80.54
Couplings Sewer	\$ 43.70	\$ 36.21	\$ 40.14	\$ 40.40
CTS Tubing	NO BID	NO BID	\$ 398.85	NO BID
Sewer Saddles Tees and Wyes	\$ 27.56	\$ 20.57	\$ 29.06	\$ 29.95

Single Item Bids	Central Pipe	Core and Main	G & C Supply	Consolidated Pipe
Fire Hydrant: 2 Way x 3.5 Ft. Bury	NO BID	NO BID	NO BID	\$ 1,350.00
Fire Hydrant: 3 Way X 3.5 Ft. Bury	NO BID	NO BID	NO BID	\$ 1,550.00
Concrete Meter Box, Small, Less Lid	NO BID	\$ 27.00	\$ 12.98	NO BID
Concrete Meter Box, Large, Less Lid	NO BID	\$ 79.00	\$ 42.00	NO BID
Meter Box Plastic - 10x15 Plastic Meter Box - Pallet	\$ 756.00	\$ 647.28	\$ 839.70	\$ 864.00
Meter Box Plastic - Plastic lid only	\$ 256.00	\$ 444.96	\$ 359.00	\$ 1,512.00

Water Treatment Chemicals	Allied Universal	Wofford Water	Brenntag
Potassium Permanganate	NO BID	NO BID	\$ 3.85
Sodium Fluoride	NO BID	NO BID	\$ 0.98
Soda Ash	NO BID	NO BID	\$ 0.35
Chlorine Gas 150 lb Cylinder	\$ 0.4566	NO BID	\$ 0.51
Chlorine Gas 2,000lb Cylinder	\$ 0.249	NO BID	NO BID
Carus Chemical Company (Aqua Mag)	NO BID	NO BID	NO BID
Mersch Co. (Aqua Gold)	NO BID	\$ 13.45	NO BID
Sulfur Dioxide	\$ 89.00	NO BID	\$ 102.00

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the ____ day of _____ 20____, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville _____, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. **TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.
2. **PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.
3. **MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.
4. **MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. **USE and SUBLEASING:** Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. **INSURANCE:** During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. **NOTICE of ACCIDENTS and COOPERATION:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. **INDEMNIFICATION:** Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. **LIMITATION of LIABILITY:** Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____, 20____.

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By: _____

Homer Orr, Manager Police/
Fleet Sales and Leasing

Office/Lessee

By: _____

Title: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED before me the undersigned authority in and for the aforesaid jurisdiction the within named _____ who stated on his/her oath that he/she is the _____ of _____, and has the authority to enter (Title) (Office/Agency/Lessee) into the above and foregoing Motorcycle Lease Agreement on behalf of _____, having been first authorized to do so. (Office/Agency/Lessee)

(Name)

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

26. CONSIDERATION OF THE MINUTES OF THE JULY 3, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Miller, duly seconded by Alderman Walker, offered a motion to approve the minutes of the July 3, 2018 regular meeting of the Mayor and Board of Aldermen. The Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn invited the public to the street renaming of Beattie and Short Beattie Streets to Roosevelt Taylor Sr. Street on July 19, 2018 at 10:00 a.m.

Alderman Perkins asked Terry Kemp to introduce Jacob Forrester, Assistant Manager of Starkville Utilities, who was in attendance. Mr. Forrester introduced himself to the Mayor and Board. Mr. Kemp also discussed roadwork at Spring Street and Hwy 12 due to a large water leak repair.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated his mother always told him growing up not to be disrespectful. He asked the Police Chief to explain panhandling. Chief Nichols explained that panhandling can be described as begging and loitering.

Dr. Andrew Stevens, Ward 3, spoke against the proposed Residential Parking Ordinance and asked that if passed, Section 3D – Recreation Vehicles – be removed.

Chris Taylor, Ward 7, thanked the Street and Utility departments for all that has been and will be accomplished on infrastructure improvements. He also noted that voter registration is open until October 6 for the November elections. He encouraged everyone to vote and noted that in past elections only 20% of the registered voters are casting votes.

PUBLIC APPEARANCES: None

PUBLIC HEARING:

SECOND PUBLIC HEARING AND CONSIDERATION OF UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CFR REQUIREMENTS.

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

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

27. CONSIDERATION OF UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CFR REQUIREMENTS.

Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to update Chapter 62 – Floods, Article II. – Flood Damage Prevention of the Code of Ordinances, City of Starkville, Mississippi, to meet FEMA flood insurance requirements as presented. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. See August 7, 2018 minutes for Corrected Ordinance Adopted.

28. CONSIDERATION OF BECOMING AN AFFILIATE WITH THE WILDFLOWER TRAILS OF MISSISSIPPI PROGRAM AND ESTABLISHING WILDFLOWER TEST AREAS WITHIN THE RIGHT-OF-WAY OF STARKVILLE, MISSISSIPPI.

Mayor Spruill introduced the agenda item as an opportunity to work with MDOT to create attractive zones and increase economic impact. Alderman Miller, duly seconded by Alderman Walker, offered a motion to become an affiliate with the Wildflower Trails of Mississippi program and establish wildflower test areas within the right-of-way of Starkville, Mississippi, with all supplies, installation and labor to be done through the MS State Extension Center at no cost to the city. The Board voted as follows:

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

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

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

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

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

30. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussion of the job performance of the current interim Park Director. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

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

Having not received a super majority affirmative vote, the Mayor declared the motion failed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to not enter into Executive Session.

31. CONSIDERATION OF APPOINTMENT OF EDWARD SMITH AS DIRECTOR OF PARKS AND RECREATION.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to appoint Edward Smith as the Director of Parks and Recreation effective immediately at a salary of \$70,000. The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

32. CONSIDERATION OF APPOINTMENT OF GERRY LOGAN AS DIRECTOR OF PARKS AND RECREATION.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to remove his interim job status and appoint Gerry Logan as the fulltime Director of Parks and Recreation effective immediately at an annual gross salary of \$70,000 with a probation period of six months. Alderman Little offered a salary amendment, based on current Director experience, to \$62,500. Aldermen carver and Miller accepted the amendment. Following discussion from Alderman Perkins to offer \$70,000, Alderman Sistrunk offered a salary amendment of \$66,000. Alderman Carver accepted the amendment of \$66,000 and Alderman Miller rescinded his second to the motion. Alderman Perkins seconded the motion to appoint Gerry Logan at a salary of \$66,000 with a probation period of six months. The Board voted as follows:

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

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

33. CONSIDERATION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

Daniel Havelin presented the sections effected by the proposed change are Appendix A-Zoning, Article VIII.- Off-Street Parking Sec A. Automobile parking requirements and Sec B. Residential Use Parking Requirements.

Overview of Changes between Draft 2 and Draft 3:

- Separated the definition of Recreational Vehicle and Equipment. See 3(a)
- Add hard surface requirement to Recreational Vehicles in front yard. See 3(e)
- Corrected clerical errors
- Change in language about holidays. See 3(d)

Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion to update the residential parking requirements of the zoning ordinance with a one year grace period and approval of staff recommendations that if this ordinance is approved, the requirements for new construction shall be enforced after the effective date of this ordinance. All other requirements would have an enforcement grace period of one year from the effective date of this ordinance. During this grace period, warning will be issued with information on how to become compliant with this ordinance. Variance from the requirements of this ordinance that are applied for during the grace period will not be charged an application fee. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. See Ordinance at end of minutes.

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 10, 2018 FOR FISCAL YEAR ENDING 9/30/18 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of July 10, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 486,432.06
Airport Fund	015	35,548.81
Airport – Restricted Grant Fund	016	7,671.25
Sanitation	022	62,508.84
Landfill	023	124.00
Sub Total Before Utilities		\$ 592,284.96
Utilities Dept.	SED	2,294,883.02
Total Claims	Total	\$ 2,887,167.98

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

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

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

36. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of the disciplinary action of a fire department employee and pending litigation regarding an EEOC claim. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of the disciplinary action of a fire department employee and pending litigation regarding an EEOC claim.

At this time, the Board entered Executive Session.

37. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion to return to Open Session. Alderman Miller seconded the motion and the Board voted as follows:

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

38. CONSIDERATION OF A MOTION TO ACCEPT AND SUPPORT THE DISCIPLINARY ACTION OF A FIREMAN AS RECOMMENDED BY THE FIRE CHIEF.

Alderman Vaughn offered a motion to accept and support the disciplinary action of a fireman as recommended by the Fire Chief. Alderman Miller seconded the motion and the Board voted as follows:

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

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

39. MOTION TO ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until August 7, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver Voted: Absent
Alderman Sandra Sistrunk Voted: Yea

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

PROPOSED RESIDENTIAL PARKING ORDINANCE UPDATE

Current Ordinance- Appendix A- Zoning, Article VIII.- Off-Street Parking

~~Sec. A. — Automobile parking requirements.~~

~~Off-street automobile storage or parking spaces shall be provided in all districts other than the C-3 central business district zone. For each dwelling, multiple dwelling, business or industrial establishment there shall be provided and maintained off-street parking facilities to accommodate the motor vehicles used by the occupants, customers, clientele, and employees of such structures. Such space shall be provided with vehicular access to a street or alley and equal to or greater than in number of area the minimum requirements set forth. Each required parking space shall be not less than nine feet in width and 18 feet long, and in addition, there shall be adequate space for ingress and egress to all spaces.~~

~~Sec. B. — Residential, commercial and industrial uses.~~

~~1. — Parking for residential use shall be provided as follows:~~

Square footage of residential unit (structure)	Number of parking spaces required
— 0 — 449	1½
— 450 — 749	2
— 750 — 999	2½
— 1,000 and over	3

~~The square footage shall be determined by the measurement from outside wall to outside wall of the enclosed living area. When assessing the required number of parking spaces, all fractions shall be rounded upward to the nearest whole number.~~

~~2. — Parking for commercial and industrial uses shall be provided as specified in this article.~~

Proposed Ordinance- Appendix A- Zoning, Article VIII.- Off-Street Parking

Sec. A. - Automobile parking requirements.

The following regulations shall apply to all districts other than those zoned Transect District. Regulations relating to parking for the Transect Districts are specified in the Transect District zoning sections of the Code of Ordinances. Off-street parking shall be provided in all non-Transect District zoned property. All off-street parking shall be accessible to a street or alley. Each required parking space shall be not less than nine (9) feet in width and eighteen (18) feet length. There shall be adequate space for ingress and egress to all spaces. Minimum drive aisle width for parking lots shall be determined by the Development Review Committee. Locations for required landscape areas for parking lots are illustrated in Chapter 112.

Sec. B. – Residential Use Parking Requirements.

The following regulations shall apply to all properties that are zoned for residential use with the exception of properties zoned Transect 4, Transect 5, or Transect 6 Districts:

1. Number of required spaces for new construction

- a. For a lot with two (2) or less dwelling units the parking shall be calculated at One (1) parking space per bedroom.
- b. For a lot with three (3) or more dwelling units the parking shall be calculated at One and quarter (1 ¼) parking spaces per bedroom.

2. Off-street parking requirements

- a. Parking shall only be permitted on a hard surface. Parking shall not be permitted on open lawn area from the front façade of the building to the street. A hard surface shall be defined as either concrete, asphalt, gravel, or pavers.
- b. Maximum driveway width (curb cut) shall be twenty (20) feet at the edge of pavement at the street.
- c. Gravel driveways shall have a concrete apron that is a minimum of eight (8) feet from the property to the edge of pavement at the street. The design of the apron shall prevent loose gravel from being deposited on the sidewalk and roadway.

3. Recreational vehicles and equipment

- a. For the purposes of this section, recreational vehicles shall include: travel trailers, motor homes, boats, personal watercraft, and all-terrain vehicles. Equipment shall include: utility trailers, construction dumpsters, and temporary storage containers.
- b. Recreational vehicles and equipment shall be stored behind the nearest portion of a building to the street in either the side yard, rear yard, garage, carport, or an enclosed building. For loading and unloading, recreational vehicles and equipment shall be permitted to park anywhere on the property for a maximum of twenty-four (24) hours.
- c. Parking of recreational vehicles and equipment is not permitted on any public street for a period in excess of twenty-four (24) hours.
- d. Recreational vehicles cannot be used as a dwelling. Recreational vehicles can be used as short term sleeping quarters during home game weekends for Mississippi State University for a maximum of three (3) nights consecutively not to exceed thirty (30) days within a calendar year as well as during city-recognized holidays. During this short-term period, one recreational vehicles may be parked in the driveway of an occupied dwelling as long as the vehicle does not block public sidewalks or protrude into the street.
- e. Recreational Vehicles shall be allowed on the side of the front yard on a hard surface if applicant demonstrates that items cannot be located in the side yard, rear yard, garage, carport, or an enclosed building due to physical constraints of the subject property. Physical constraints shall include existing trees, excessive grades, limited side yard width, HVAC equipment and existing utilities. The removal of existing trees in order to accommodate the parking requirements is not required or preferred.

4. Exceptions from off-street parking requirements

- a. Parking of automobiles is permitted in the front yard for private events for a period not to exceed twelve (12) hours. Private event parking exceptions shall be limited to no more than three (3) events within a calendar year.
- b. Parking of automobiles is permitted in the front yard during home game weekends for Mississippi State University from 12:00 pm Friday to 12:00 pm Sunday.
- c. Equipment shall be permitted in the front yard of any structure with an active building permit. All utility trailers and temporary storage containers shall be removed once construction activities have ended.

5. Variances

- a. The Planning Department has the discretion to approve any site and/or building plan that deviates less than ten (10) percent from number of required spaces and the off-street parking requirements prescribed in this section.
- b. Any other deviation from the number of required spaces and/or the off-street parking requirements not approved by the Planning Department shall be required to receive approval through the Variance process.
- c. All Variances shall be noticed as a Public Hearing and conducted in accordance with the requirements found in Appendix A- Zoning, Article VI – General Provision, Sec K- Variances of the Starkville Code of Ordinances.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 8-21-18
PAGE: 1 of 6

SUBJECT: Request approval of the minutes of the July 30, 2018, 9:00 am meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the July 30, 2018 9:00 am meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 30, 2018 at 9:00 a.m.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on July 30, 2018 at 9:00 a.m. in the second floor conference room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

This meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13. A copy of the notice is attached hereto.

Mayor Lynn Spruill opened the meeting and called for any revisions to the Official Agenda.

Alderman Little asked that the fourth item, FP 18-07, be removed from consent.

There being no objections to the change, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the July 30, 2018 9:00 a.m. Agenda. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
SPECIAL MEETING OF MONDAY, JULY 30, 2018
9:00 A.M., SECOND FLOOR CONFERENCE ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- 1. CALL THE MEETING TO ORDER**
- 2. APPROVAL OF AGENDA WITH CONSENTED ITEMS.**
- 3. CONSIDERATION TO APPLY FOR A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY 18 FUNDING IN THE AREA OF EQUIPMENT IN THE AMOUNT OF \$5,000. THIS**

GRANT IS A 75% REIMBURSABLE GRANT WITH A CITY MATCH OF 25%.

- 4. CONSIDERATION OF FP 18-07 COUNTRY CLUB ESTATES PHASE 3C & 3D. PHASE 3C WILL BE 7.92 ACRES DIVIDED INTO 24 LOTS. PHASE 3D WILL BE 7.71 ACRES DIVIDED INTO 16 LOTS LOCATED IN THE FAR EASTERN/VACANT AREA OF COUNTRY CLUB ESTATES. ALL PROPOSED LOTS ARE LOCATED WITHIN A R-4 ZONING DISTRICT.**

- 5. CONSIDERATION TO HIRE JOSHUA REED AS A MAINTENANCE WORKER II IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**

- 6. ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM ON THE FIRST FLOOR OF CITY HALL LOCATED AT 110 WEST MAIN STREET.**

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

Consent items 2 – 3:

- 2. CONSIDERATION TO APPLY FOR A JUSTICE ASSISTANCE GRANT FOR FY 18 FUNDING IN THE AREA OF EQUIPMENT IN THE AMOUNT OF \$5,000. THIS GRANT IS A 75% REIMBURSABLE GRANT WITH A CITY MATCH OF 25%.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the July 30, 2018 Official Agenda, and to accept items for consent, whereby the “approval to apply for a Justice Assistance Grant (JAG) for FY 18 funding in the area of equipment in the amount of \$5,000 with the City to pledge a 25% match” is enumerated, this consent item is thereby approved.

- 3. CONSIDERATION TO HIRE JOSHUA REED AS A MAINTENANCE WORKER II IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the July 30, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Joshua Reed as a Maintenance Worker II in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

- 4. CONSIDERATION OF FP 18-07 COUNTRY CLUB ESTATES PHASE 3C & 3D. PHASE 3C WILL BE 7.92 ACRES DIVIDED INTO 24 LOTS. PHASE 3D WILL BE 7.71 ACRES DIVIDED INTO 16 LOTS LOCATED IN THE FAR EASTERN/VACANT AREA OF COUNTRY CLUB ESTATES. ALL PROPOSED LOTS ARE LOCATED WITHIN A R-4 ZONING DISTRICT.**

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the FP 18-07 for Country Club Estates Phases 3C & 3D expressly conditioned upon the following:

1. The adoption of all 16 conditions recommended in the Staff Report;
2. That the language of FP 18-07 be identical to the drainage easement language contained in the final plat for Country Club Estates Phase 3B on General Note 10, the indemnification paragraph at the top of the plat of Phase 3B, and the second and fourth paragraphs under “Dedication of Utility Easements” on the Phase 3B plat;
3. And that the language of Restrictive Covenant Section 20 for Phase 3C titled “Drainage Area Maintenance Agreement” be identical to the language of Restrictive Covenant Section 18 Phase 3D titled “Drainage Area Maintenance Agreement” and consistent with the drainage area maintenance language in the Restrictive Covenants for Phases 3A and 3B.

The Board then voted as follows:

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

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

5. MOTION TO ADJOURN UNTIL AUGUST 7, 2018 AT 5:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM OF CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until August 7, 2018 @ 5:30 pm at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

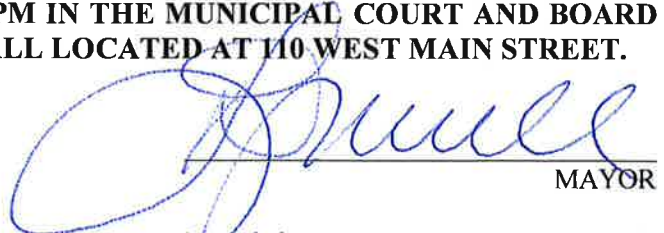
LESA HARDIN, CITY CLERK

(SEAL)



**THERE WILL BE A SPECIAL CALLED MEETING ON
MONDAY, JULY 30, 2018
AT 9:00 AM IN THE SECOND FLOOR CONFERENCE ROOM
OF STARKVILLE CITY HALL
110 WEST MAIN STREET
OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
OFFICIAL AGENDA AS AMENDED**

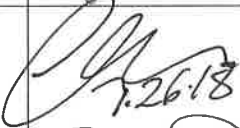
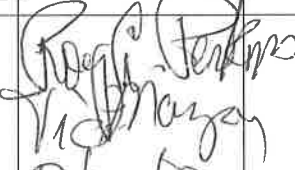
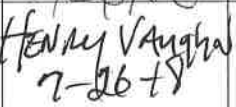
- 1. CALL THE MEETING TO ORDER**
- 2. APPROVAL OF AGENDA WITH CONSENTED ITEMS.**
- 3. CONSIDERATION TO APPLY FOR A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY 18 FUNDING IN THE AREA OF EQUIPMENT IN THE AMOUNT OF \$5,000. THIS GRANT IS A 75% REIMBURSABLE GRANT WITH A CITY MATCH OF 25%.**
- 4. CONSIDERATION OF FP 18-07 COUNTRY CLUB ESTATES PHASE 3C & 3D. PHASE 3C WILL BE 7.92 ACRES DIVIDED INTO 24 LOTS. PHASE 3D WILL BE 7.71 ACRES DIVIDED INTO 16 LOTS LOCATED IN THE FAR EASTERN/VACANT AREA OF COUNTRY CLUB ESTATES. ALL PROPOSED LOTS ARE LOCATED WITHIN A R-4 ZONING DISTRICT.**
- 5. CONSIDERATION TO HIRE JOSHUA REED AS A MAINTENANCE WORKER II IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**
- 6. ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM ON THE FIRST FLOOR OF CITY HALL LOCATED AT 110 WEST MAIN STREET.**


MAYOR
Date Amended Agenda Signed: JULY 27, 2018

RECORD OF SERVICE OF SPECIAL CALLED MEETING ON MONDAY, JULY 30, 2018

AT 9:00 A.M.

OFFICIAL	DATE/TIME/PLACE	OFFICER	OFFICIAL'S SIGNATURE
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MAYOR SPRUILL CITY HALL	----- ----	-----	-----
ALDERMAN CARVER 28 LAKES BLVD OR INS ASSOCIATES - 807 HWY 12 WEST 662-769-0792	7-27-18 5:30	C. Jones SPD 36	
ALDERMAN SISTRUNK 522 CHESTNUT DRIVE 662-418-4574		S. Lomax SPD 35	
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	 7/26/18	S. Lomax SPD 35	
ALDERMAN WALKER 204 N NASH ST 662-617-0130 405 S Linder road LN		S. Lomax SPD 35	
ALDERMAN MILLER 502 N MONTGOMERY	 7-26-18	E. Jones SPD 36	
ALDERMAN PERKINS 628 HOSPITAL RD OR 309 Dr Martin Luther King Jr Dr E, # 104 / 324-7300	 7/26/18	S. Lomax SPD 35	
ALDERMAN VAUGHN 105 HENDERSON ST 323-2004	 7-26-18	E. Jones SPD 36	
ATTORNEY LATIMER	SERVED BY EMAIL		EMAIL READ RECEIPT ATTACHED



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

AGENDA ITEM: MINUTES
AGENDA DATE: 8-21-18
PAGE: 1 of 5

SUBJECT: Request approval of the minutes of the July 30, 2018, 9:30 am meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the July 30, 2018 9:30 am meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE SPECIAL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 30, 2018 at 9:30 a.m.**

Be it remembered that the Mayor and Board of Alderman met in a Special Called Meeting on July 30, 2018 at 9:30 a.m. in the second floor conference room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

This meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13. A copy of the notice is attached hereto.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
SPECIAL MEETING OF MONDAY, JULY 30, 2018
9:30 A.M., SECOND FLOOR CONFERENCE ROOM, CITY HALL
110 WEST MAIN STREET**

OFFICIAL AGENDA

- 1. CALL THE MEETING TO ORDER**
- 2. DISCUSSION AND CONSIDERATION OF UPDATES AND ACTIONS RELATING TO INDUSTRIAL PARK, RECRUITMENT OF INDUSTRY, AND ECONOMIC DEVELOPMENT OPPORTUNITIES.**
- 3. ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 PM IN THE MUNICIPAL COURT ROOM AT CITY HALL LOCATED 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.

- 1. MAYOR LYNN SPRUILL CALLED THE MEETING TO ORDER.**
- 2. DISCUSSION AND CONSIDERATION OF UPDATES AND ACTIONS RELATING TO INDUSTRIAL PARK, RECRUITMENT OF INDUSTRY, AND ECONOMIC DEVELOPMENT OPPORTUNITIES.**

Joe Maxx Higgins, Chief Executive Officer of the Golden Triangle Development LINK, presented an update on the Industrial Park, recruitment of industry and economic development opportunities. He discussed how the Industrial Park project began and the goals of the project. Progress was discussed and a timeline on development of the Industrial Park.

- 3. MOTION TO ADJOURN UNTIL AUGUST 7, 2018 AT 5:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM OF CITY HALL LOCATED AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Carver, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until August 7, 2018 @ 5:30 pm at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



**THERE WILL BE A SPECIAL CALLED MEETING ON
MONDAY, JULY 30, 2018
AT 9:30 AM IN THE SECOND FLOOR CONFERENCE ROOM
OF STARKVILLE CITY HALL
110 WEST MAIN STREET
OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI**

OFFICIAL AGENDA

- 1. CALL THE MEETING TO ORDER**
- 2. DISCUSSION AND CONSIDERATION OF UPDATES AND ACTIONS RELATING TO INDUSTRIAL PARK, RECRUITMENT OF INDUSTRY, AND ECONOMIC DEVELOPMENT OPPORTUNITIES.**
- 3. ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 PM IN THE SECOND FLOOR CONFERENCE ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.**

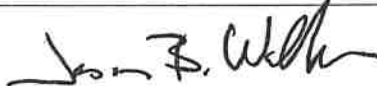
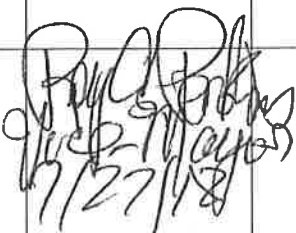

MAYOR
Date Signed: JULY 27, 2018

- The OCEDA Board of Directors and the Oktibbeha County Board of Supervisors are expected to meet at the same time and location.

RECORD OF SERVICE OF SPECIAL CALLED MEETING ON MONDAY, JULY 30, 2018

AT 9:30 A.M.

OFFICIAL	DATE/TIME/PLACE	OFFICER	OFFICIAL'S SIGNATURE
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MAYOR SPRUILL CITY HALL	----- -----	-----	
ALDERMAN CARVER 28 LAKES BLVD OR INS ASSOCIATES - 807 HWY 12 WEST 662-769-0792	Residence 14:30	School	
ALDERMAN SISTRUNK 522 CHESTNUT DRIVE 662-418-4574	City Hall 1359	School	
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430			
ALDERMAN WALKER 204 N NASH ST 662-617-0130			
ALDERMAN MILLER 502 N MONTGOMERY			emailed -
ALDERMAN PERKINS 628 HOSPITAL RD OR 309 Dr Martin Luther King Jr Dr E, # 104 / 324-7300	 7/27/18		Alderman Miller Advised he was out of town and be back tomorrow He said he will come to P.D. to pick it up
ALDERMAN VAUGHN 105 HENDERSON ST 323-2004	Hong Vaughn 7-27-18		
ATTORNEY LATIMER	SERVED BY EMAIL		

PUBLIC HEARING NOTICE

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

The City of Starkville will hold a public hearing on a proposed ad valorem tax revenue increase for fiscal year 2019 and on its proposed budget and proposed tax levies for fiscal year 2019 on **Tuesday, August 21, 2018 at 5:30 PM and a second public hearing on Tuesday, September 4, 2018 at 5:30 PM at the Municipal Court Room of City Hall at 110 West Main Street.**

The City of Starkville is now operating with projected total budget revenue of \$22,179,179. 27.05% or \$6,000,000 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has a total projected revenue of \$21,773,100. Of that amount, 30.91% or \$6,730,000 is proposed to be financed through a total ad valorem tax levy.

For next fiscal year, the City of Starkville plans to increase your ad valorem tax millage rate by 1.05 mills from 25.58 mills to 26.63 mills. This increase means you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property.

A millage rate of 23.74 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The millage rate for the prior year was 25.58.

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

The City of Starkville plans to adopt the proposed budget and proposed tax levy at a regular board meeting to be held on September 4, 2018 at 5:30 p.m. at the Municipal Court Room of City Hall at 110 West Main Street.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,681,250.00	7,681,250.00	0.00	0.00	-7,681,250.00	0.00 %
220 - LICENSES AND PERMITS	251,500.00	251,500.00	0.00	0.00	-251,500.00	0.00 %
230 - INTERGOVERNMENTAL REVENUES	9,531,900.00	9,531,900.00	0.00	0.00	-9,531,900.00	0.00 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	200.00	200.00	0.00	0.00	-200.00	0.00 %
330 - FINES AND FORFEITS	595,000.00	595,000.00	0.00	0.00	-595,000.00	0.00 %
340 - MISCELLANEOUS	268,500.00	268,500.00	0.00	0.00	-268,500.00	0.00 %
360 - CHARGES FOR SERVICES	38,550.00	38,550.00	0.00	0.00	-38,550.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,406,200.00	3,406,200.00	0.00	0.00	-3,406,200.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,773,100.00	21,773,100.00	0.00	0.00	-21,773,100.00	0.00 %
Revenue Total:	21,773,100.00	21,773,100.00	0.00	0.00	-21,773,100.00	0.00 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,625.00	207,625.00	0.00	0.00	207,625.00	0.00 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
Department: 100 - BOARD OF ALDERMEN Total:	228,625.00	228,625.00	0.00	0.00	228,625.00	0.00 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	363,015.00	363,015.00	0.00	0.00	363,015.00	0.00 %
500 - SUPPLIES	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	400,015.00	400,015.00	0.00	0.00	400,015.00	0.00 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	151,715.00	151,715.00	0.00	0.00	151,715.00	0.00 %
500 - SUPPLIES	2,600.00	2,600.00	0.00	0.00	2,600.00	0.00 %
600 - CONTRACTUAL SERVICES	99,250.00	99,250.00	0.00	0.00	99,250.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	253,565.00	253,565.00	0.00	0.00	253,565.00	0.00 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	289,735.00	289,735.00	0.00	0.00	289,735.00	0.00 %
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	68,500.00	68,500.00	0.00	0.00	68,500.00	0.00 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 123 - IT Total:	425,735.00	425,735.00	0.00	0.00	425,735.00	0.00 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
600 - CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Department: 130 - ELECTIONS Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	388,600.00	388,600.00	0.00	0.00	388,600.00	0.00 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	473,600.00	473,600.00	0.00	0.00	473,600.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
500 - SUPPLIES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	51,000.00	51,000.00	0.00	0.00	51,000.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,985.00	67,985.00	0.00	0.00	67,985.00	0.00 %
Department: 160 - ATTORNEY AND STAFF Total:	67,985.00	67,985.00	0.00	0.00	67,985.00	0.00 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	165,000.00	165,000.00	0.00	0.00	165,000.00	0.00 %
Department: 169 - LEGAL Total:	165,000.00	165,000.00	0.00	0.00	165,000.00	0.00 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	218,675.00	218,675.00	0.00	0.00	218,675.00	0.00 %
500 - SUPPLIES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
600 - CONTRACTUAL SERVICES	30,630.40	30,630.40	0.00	0.00	30,630.40	0.00 %
Department: 180 - HUMAN RESOURCES Total:	256,305.40	256,305.40	0.00	0.00	256,305.40	0.00 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	256,420.00	256,420.00	0.00	0.00	256,420.00	0.00 %
500 - SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
600 - CONTRACTUAL SERVICES	53,750.00	53,750.00	0.00	0.00	53,750.00	0.00 %
900 - CAPITAL OUTLAY	16,500.00	16,500.00	0.00	0.00	16,500.00	0.00 %
Department: 190 - CITY PLANNER Total:	330,170.00	330,170.00	0.00	0.00	330,170.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	36,250.00	36,250.00	0.00	0.00	36,250.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	0.00	0.00	61,928.00	0.00 %
990 - TRANSFERS	62,500.00	62,500.00	0.00	0.00	62,500.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	162,678.00	162,678.00	0.00	0.00	162,678.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	0.00	0.00	31,000.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	0.00	0.00	31,000.00	0.00 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	203,545.00	203,545.00	0.00	0.00	203,545.00	0.00 %
500 - SUPPLIES	2,050.00	2,050.00	0.00	0.00	2,050.00	0.00 %
600 - CONTRACTUAL SERVICES	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00 %
800 - DEBT SERVICE	5,245.00	5,245.00	0.00	0.00	5,245.00	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	232,340.00	232,340.00	0.00	0.00	232,340.00	0.00 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	107,235.00	107,235.00	0.00	0.00	107,235.00	0.00 %
Department: 200 - POLICE ADMINISTRATION Total:	107,235.00	107,235.00	0.00	0.00	107,235.00	0.00 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,804,865.00	3,804,865.00	0.00	0.00	3,804,865.00	0.00 %
500 - SUPPLIES	426,000.00	426,000.00	0.00	0.00	426,000.00	0.00 %
600 - CONTRACTUAL SERVICES	422,350.00	422,350.00	0.00	0.00	422,350.00	0.00 %
800 - DEBT SERVICE	110,288.00	110,288.00	0.00	0.00	110,288.00	0.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	4,813,503.00	4,813,503.00	0.00	0.00	4,813,503.00	0.00 %

Budget Report

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Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	284,730.00	284,730.00	0.00	0.00	284,730.00	0.00 %
Department: 245 - DISPATCHERS Total:	284,730.00	284,730.00	0.00	0.00	284,730.00	0.00 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	112,825.00	112,825.00	0.00	0.00	112,825.00	0.00 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 254 - DUI GRANT Total:	114,325.00	114,325.00	0.00	0.00	114,325.00	0.00 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	105,165.00	105,165.00	0.00	0.00	105,165.00	0.00 %
Department: 260 - FIRE ADMINISTRATION Total:	105,165.00	105,165.00	0.00	0.00	105,165.00	0.00 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,513,530.00	3,513,530.00	0.00	0.00	3,513,530.00	0.00 %
500 - SUPPLIES	100,350.00	100,350.00	0.00	0.00	100,350.00	0.00 %
600 - CONTRACTUAL SERVICES	318,510.00	318,510.00	0.00	0.00	318,510.00	0.00 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 261 - FIRE DEPARTMENT Total:	4,007,390.00	4,007,390.00	0.00	0.00	4,007,390.00	0.00 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	220,050.00	220,050.00	0.00	0.00	220,050.00	0.00 %
500 - SUPPLIES	6,700.00	6,700.00	0.00	0.00	6,700.00	0.00 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	0.00	0.00	24,500.00	0.00 %
800 - DEBT SERVICE	6,940.00	6,940.00	0.00	0.00	6,940.00	0.00 %
Department: 281 - BUILDING/CODES OFFICE Total:	258,190.00	258,190.00	0.00	0.00	258,190.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	779,040.00	779,040.00	0.00	0.00	779,040.00	0.00 %
500 - SUPPLIES	194,500.00	194,500.00	0.00	0.00	194,500.00	0.00 %
600 - CONTRACTUAL SERVICES	78,000.00	78,000.00	0.00	0.00	78,000.00	0.00 %
800 - DEBT SERVICE	44,865.00	44,865.00	0.00	0.00	44,865.00	0.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	1,106,405.00	1,106,405.00	0.00	0.00	1,106,405.00	0.00 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00 %
Department: 302 - STREET LIGHTING Total:	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	87,930.00	87,930.00	0.00	0.00	87,930.00	0.00 %
500 - SUPPLIES	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
600 - CONTRACTUAL SERVICES	5,750.00	5,750.00	0.00	0.00	5,750.00	0.00 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 360 - ANIMAL CONTROL Total:	224,180.00	224,180.00	0.00	0.00	224,180.00	0.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Tot	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	749,545.00	749,545.00	0.00	0.00	749,545.00	0.00 %
500 - SUPPLIES	137,500.00	137,500.00	0.00	0.00	137,500.00	0.00 %
600 - CONTRACTUAL SERVICES	852,000.00	852,000.00	0.00	0.00	852,000.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,740,045.00	1,740,045.00	0.00	0.00	1,740,045.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	2,600.00	2,600.00	0.00	0.00	2,600.00	0.00 %
600 - CONTRACTUAL SERVICES	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
Department: 552 - PARK AND REC ACTIVITIES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
900 - CAPITAL OUTLAY	928,000.00	928,000.00	0.00	0.00	928,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	948,000.00	948,000.00	0.00	0.00	948,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,500.00	15,500.00	0.00	0.00	15,500.00	0.00 %
900 - CAPITAL OUTLAY	188,995.00	188,995.00	0.00	0.00	188,995.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	204,495.00	204,495.00	0.00	0.00	204,495.00	0.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,792,445.00	2,792,445.00	0.00	0.00	2,792,445.00	0.00 %
Department: 800 - DEBT SERVICE Total:	2,792,445.00	2,792,445.00	0.00	0.00	2,792,445.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,346,473.60	1,346,473.60	0.00	0.00	1,346,473.60	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,346,473.60	1,346,473.60	0.00	0.00	1,346,473.60	0.00 %
Expense Total:	21,773,100.00	21,773,100.00	0.00	0.00	21,773,100.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Revenue Total:	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Expense Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,651.00	110,651.00	0.00	0.00	-110,651.00	0.00 %
Department: 000 - UNDESIGNATED Total:	244,651.00	244,651.00	0.00	0.00	-244,651.00	0.00 %
Revenue Total:	244,651.00	244,651.00	0.00	0.00	-244,651.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
800 - DEBT SERVICE	105,651.00	105,651.00	0.00	0.00	105,651.00	0.00 %
900 - CAPITAL OUTLAY	110,000.00	110,000.00	0.00	0.00	110,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	244,651.00	244,651.00	0.00	0.00	244,651.00	0.00 %
Expense Total:	244,651.00	244,651.00	0.00	0.00	244,651.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report
For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
340 - MISCELLANEOUS	110,100.00	110,100.00	0.00	0.00	-110,100.00	0.00 %
360 - CHARGES FOR SERVICES	428,108.00	428,108.00	0.00	0.00	-428,108.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,009,159.00	1,009,159.00	0.00	0.00	-1,009,159.00	0.00 %
Revenue Total:	1,009,159.00	1,009,159.00	0.00	0.00	-1,009,159.00	0.00 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	147,420.00	147,420.00	0.00	0.00	147,420.00	0.00 %
500 - SUPPLIES	369,000.00	369,000.00	0.00	0.00	369,000.00	0.00 %
600 - CONTRACTUAL SERVICES	116,100.00	116,100.00	0.00	0.00	116,100.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
900 - CAPITAL OUTLAY	356,639.00	356,639.00	0.00	0.00	356,639.00	0.00 %
Department: 505 - AIRPORT Total:	1,009,159.00	1,009,159.00	0.00	0.00	1,009,159.00	0.00 %
Expense Total:	1,009,159.00	1,009,159.00	0.00	0.00	1,009,159.00	0.00 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	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	334,242.00	334,242.00	0.00	0.00	-334,242.00	0.00 %
Department: 000 - UNDESIGNATED Total:	334,242.00	334,242.00	0.00	0.00	-334,242.00	0.00 %
Revenue Total:	334,242.00	334,242.00	0.00	0.00	-334,242.00	0.00 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	100,274.00	100,274.00	0.00	0.00	100,274.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	233,968.00	233,968.00	0.00	0.00	233,968.00	0.00 %
Department: 515 - RESTRICTED PROJECTS Total:	334,242.00	334,242.00	0.00	0.00	334,242.00	0.00 %
Expense Total:	334,242.00	334,242.00	0.00	0.00	334,242.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,250.00	2,800,250.00	0.00	0.00	-2,800,250.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	605,000.00	605,000.00	0.00	0.00	-605,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,405,250.00	3,405,250.00	0.00	0.00	-3,405,250.00	0.00 %
Revenue Total:	3,405,250.00	3,405,250.00	0.00	0.00	-3,405,250.00	0.00 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,078,070.00	1,078,070.00	0.00	0.00	1,078,070.00	0.00 %
500 - SUPPLIES	304,500.00	304,500.00	0.00	0.00	304,500.00	0.00 %
600 - CONTRACTUAL SERVICES	755,250.00	755,250.00	0.00	0.00	755,250.00	0.00 %
800 - DEBT SERVICE	97,192.00	97,192.00	0.00	0.00	97,192.00	0.00 %
900 - CAPITAL OUTLAY	399,282.00	399,282.00	0.00	0.00	399,282.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	2,634,294.00	2,634,294.00	0.00	0.00	2,634,294.00	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	36,125.00	36,125.00	0.00	0.00	36,125.00	0.00 %
500 - SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
600 - CONTRACTUAL SERVICES	25,100.00	25,100.00	0.00	0.00	25,100.00	0.00 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	0.00	126,686.00	0.00 %
Department: 325 - RUBBISH Total:	191,411.00	191,411.00	0.00	0.00	191,411.00	0.00 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	314,145.00	314,145.00	0.00	0.00	314,145.00	0.00 %
500 - SUPPLIES	36,750.00	36,750.00	0.00	0.00	36,750.00	0.00 %
600 - CONTRACTUAL SERVICES	47,750.00	47,750.00	0.00	0.00	47,750.00	0.00 %
800 - DEBT SERVICE	70,400.00	70,400.00	0.00	0.00	70,400.00	0.00 %
Department: 341 - LANDSCAPING Total:	469,045.00	469,045.00	0.00	0.00	469,045.00	0.00 %
Expense Total:	3,294,750.00	3,294,750.00	0.00	0.00	3,294,750.00	0.00 %
Fund: 022 - SANITATION Surplus (Deficit):	110,500.00	110,500.00	0.00	0.00	-110,500.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Revenue Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	37,000.00	37,000.00	0.00	0.00	37,000.00	0.00 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00 %
Department: 323 - LANDFILL Total:	150,500.00	150,500.00	0.00	0.00	150,500.00	0.00 %
Expense Total:	150,500.00	150,500.00	0.00	0.00	150,500.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-110,500.00	-110,500.00	0.00	0.00	110,500.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Revenue Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 112 - COMPUTER ASSESMENTS Total:	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Expense Total:	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,250.00	1,250.00	0.00	0.00	-1,250.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,000,000.00	3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,001,250.00	3,001,250.00	0.00	0.00	-3,001,250.00	0.00 %
Revenue Total:	3,001,250.00	3,001,250.00	0.00	0.00	-3,001,250.00	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
900 - CAPITAL OUTLAY	2,991,250.00	2,991,250.00	0.00	0.00	2,991,250.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	3,001,250.00	3,001,250.00	0.00	0.00	3,001,250.00	0.00 %
Expense Total:	3,001,250.00	3,001,250.00	0.00	0.00	3,001,250.00	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 10/31/2018

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	810,000.00	810,000.00	0.00	0.00	-810,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,460,000.00	1,460,000.00	0.00	0.00	-1,460,000.00	0.00 %
Revenue Total:	1,460,000.00	1,460,000.00	0.00	0.00	-1,460,000.00	0.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	238,566.00	238,566.00	0.00	0.00	238,566.00	0.00 %
900 - CAPITAL OUTLAY	971,434.00	971,434.00	0.00	0.00	971,434.00	0.00 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	1,460,000.00	1,460,000.00	0.00	0.00	1,460,000.00	0.00 %
Expense Total:	1,460,000.00	1,460,000.00	0.00	0.00	1,460,000.00	0.00 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	0.00	0.00	0.00
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	0.00	0.00	0.00
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - SANITATION	110,500.00	110,500.00	0.00	0.00	-110,500.00
023 - LANDFILL ACCOUNT	-110,500.00	-110,500.00	0.00	0.00	110,500.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BON	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

City of Starkville Water Department
FY 2019 Operating Budget

<u>Description</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
Revenues		
Water Sales	\$ 3,800,000	\$ 4,500,000
Sewer Sales	2,500,000	3,200,000
Sales Revenue	\$ 6,300,000	\$ 7,700,000
Water Tap Fees	30,000	150,000
Wastewater Disposal Revenue	25,000	20,000
Tower Lease	265,000	317,588
MSU Income - Wastewater Treatment	110,000	110,000
Sale of Materials	55,000	50,000
Misc. Income	30,000	25,000
Federal and State Grant Revenue		1,015,000
Bond Proceeds funding Capital Projects		5,000,000
Total Revenue	\$ 6,815,000	\$ 14,387,588
Expenses		
<u>Payroll Expenses</u>		
Salaries	1,101,969	1,075,000
Overtime	91,812	107,500
Empr. Contribution - State Retirement	188,021	191,122
Empr. Contribution - Social Security	91,324	90,461
Empr. Contribution - Group Insurance	215,424	223,394
<u>Operating Expenses</u>		
City Administrative Cost Reimbursement	75,000	75,000
Rental Allocation to Electric Dept		200,000
Office Supplies	15,000	20,000
Uniforms	25,000	20,000
Billing Services	200,000	180,000
Communications	35,000	35,000
Travel and Training	30,000	10,000
General Liability Insurance	70,000	60,000
Utilities	975,000	850,000
Dues	3,000	2,000
Miscellaneous	21,000	20,000
<u>Maintenance Expense</u>		
Gas & Oil	75,000	65,000
Supplies & Small Tools	80,000	95,000
Chemicals	127,100	124,000
Fire Hydrant Supplies	68,000	10,000
Tank & Well Maintenance	125,000	110,000
Street Maintenance Supplies	60,000	25,000
Contract Services	80,000	80,000
Contract Services - Legal	10,000	10,000
Contract Services - Meter Reading	125,000	25,000
Contract Services - Testing	12,000	12,000
Water Quality Analysis	40,000	50,000
Repairs & Maintenance - Infrastructure	41,300	110,000
Repairs & Maintenance - Shop	100,000	65,000
Repairs & Maintenance - Equipment	182,350	225,000
MSU Pump Oper & Maintenance	160,000	160,000
Remote Pump Station Maintenance	50,000	40,000

City of Starkville Water Department
FY 2019 Operating Budget

<u>Description</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
<u>Capital Expense</u>		
Construction Materials - Water	496,000	575,000
Construction Materials - Sewer	254,000	254,000
Contract Labor - Water Construction	175,000	175,000
Contract Labor - Sewer Construction	250,000	250,000
Asset Purchases - Equipment and Vehicles		115,000
Major Construction and Rehab Work		1,500,000
SCADA Wastewater Upgrades		40,000
Roundhouse Road Sewer Replacement		535,000
Wastewater Lagoon Project		5,000,000
<u>Debt Expense</u>	838,725	855,643
<u>Total Expenses</u>	<u>\$ 6,487,025</u>	<u>\$ 13,665,120</u>
Total Revenue Over Expenses	<u>\$ 327,975</u>	<u>\$ 722,468</u>

**City of Starkville Electric Department
FY 2019 Operating Budget**

Description	2018 Budget	2019 Budget
Revenues		
Electric Sales	\$ 41,650,000	\$ 42,483,000
Forfeited Customer Discount	200,000	150,000
Misc. Service Revenue	200,000	250,000
Interest Income	30,000	45,000
Rent from Electric Property	150,000	180,000
Bond Proceeds funding Capital Projects		1,500,000
Water Sewer Reimbursement	400,000	600,000
Sanitation Reimbursement	80,000	80,000
Total Revenue	\$ 42,710,000	\$ 45,288,000
Expenses		
<u>Purchased Power Expense</u>	33,696,000	34,369,920
<u>Payroll Expenses</u>		
Salaries	1,559,020	1,597,474
Overtime	92,848	95,848
Empr. Contribution - State Retirement	260,169	273,683
Empr. Contribution - Social Security	126,368	129,539
Empr. Contribution - Group Insurance	221,697	229,900
<u>Operating Expenses</u>		
City Administrative Cost Reimbursement	75,000	125,000
Office Supplies	36,000	40,000
Safety Supplies	25,000	25,000
Uniforms	35,000	25,000
Billing Services - SEDC	275,000	325,000
Dues	65,000	50,000
Audit	20,000	20,000
Collection Fees	4,000	6,000
Communications	55,000	70,000
Travel and Training	60,000	45,000
Answering Service	9,000	5,000
Postage	5,000	6,000
Advertising	18,000	10,000
Rent	10,800	7,500
Insurance	165,000	185,000
Utilities	8,000	5,000
<u>Maintenance Expense</u>		
Auto Repair Parts & Supplies	180,000	185,000
Expensed Materials & Supplies	180,000	210,000
Substation Repairs & Supplies	22,000	75,000
Row Clearing	286,520	310,000
Meter Reading	125,000	25,000
General Maintenance	15,000	15,000
Building Maintenance	25,000	50,000
Contract Services	100,000	75,000

**City of Starkville Electric Department
FY 2019 Operating Budget**

<u>Description</u>	<u>2018 Budget</u>	<u>2019 Budget</u>
<u>Capital Expense</u>		
Materials & Supplies	1,000,000	1,000,000
Contract Services	600,000	737,000
Asset Purchases - Equipment & Vehicles	350,000	405,000
Asset Purchases - Building & Grounds	115,000	135,000
Northeast Substation 161/13kV Substation	15,000	15,000
Southwest Substation 161/13kV Substation	698,680	1,594,090
Starkville 161/69kV Primary Substation	40,000	65,000
Southwest Substation 69kV Transmission Lines		148,200
Southwest Substation 13kV Distribution Lines		210,000
<u>Tax Equivalency</u>	1,280,000	1,365,000
<u>Debt Expense</u>	780,000	778,675
<u>Total Expenses</u>	<u>\$ 42,634,102</u>	<u>\$ 45,043,829</u>
Total Revenue Over Expenses	<u>\$ 75,898</u>	<u>\$ 244,171</u>



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 17

SUBJECT:

Discussion and Consideration of an Appeal of the denial of RZ 18-05 a request to Rezone 2 lots located at 300 Louisville and 314 Scales Street from R-2 to R-5 with the parcel numbers 102B-00-051.00 and 102B-00-052.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicants are seeking to rezone two lots from R-2 Single Family to R-5 based on changed or changing conditions in the existing area and public need. Development plans for the property are unknown to City Staff at this time. On July 10, 2018, the Planning and Zoning Commission voted 4 to 1 to deny the request for the rezoning citing lack of change. Attachment 1 is the staff report for the Planning and Zoning Commission. Attachment 2 is a map submitted by the applicant at the Planning and Zoning Commission meeting on July 10, 2018 showing rental property in the area. Attachment 3 are the letters against the request. Attachment 4 is a map showing that one of the letters against the request is from a property owner, Susan Kuykendall, within 160 feet of the subject property. Susan Kuykendall's property consists of more than 20% of the property on south side of the subject property directly opposite of the subject property within 160 feet. The petition against the request is in the form of an email from Susan Kuykendall, owner of property at 301 Scales Street, triggers the requirement of a 3/5's favorable vote to approve the request for appeal.

28 property owners of record within 300 feet of the subject property were notified directly by mail of the requested appeal. A public hearing notice for the appeal was published in the Starkville Daily News on July 23, 2018. A rezoning sign has been posted on the property 15 or more days prior to the hearing. As of this date, the Planning Office has received four phone calls against the request and two phone calls requesting information. The Planning Office also received four letters against the request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Attachment 1- Staff Report



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: RZ 18-05 Request to Rezone two parcels from R-2 to R-5 located at 314 Louisville Street and 300 Scales Street with the parcel numbers 102B-00-051.00 and 102B-00-052.00.
Date: July 10, 2018

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of Fowler Construction Company and L. Paige Shearer to rezone two parcels from R-2 to R-5 located at 314 Louisville Street and 300 Scales Street with the parcel numbers 102B-00-051.00 and 102B-00-052.00. Please see attachments 1- 2.

BACKGROUND INFORMATION:

The applicant is seeking to rezone from R-2 to R-5 based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Zoning Change Subject Property				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
x	R-2A	R-2	R-2	R-2
Zoning Change Adjacent Properties				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2A	R-2	R-2	R-2
East	R-2	R-2	R-2	R-2
South	R-2A	R-2	R-2	R-2
West	R-2A	R-2	R-2	R-2
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-2	Single family		
East	R-2	Single family		
South	R-2	Single family		
West	R-2	Single family		

NOTIFICATION:

28 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on June 15, 2018 and a sign was posted on the property concurrent with publication of the

notice. As of this date, the Planning Office has received three phone calls against the request and two phone calls requesting information.

REZONING REQUEST:

The subject property rezoning request is from R-2 to R-5. Differences between zones are:

Current Zoning District:

Sec. D. - R-2 residential zoning regulations.

These [R-2 residential] districts are intended to be composed of higher density single-family residential properties and, under special conditions, duplexes, along with appropriate neighborhood support facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-2 districts:]

- 1. See chart for permitted uses.*
- 2. See chart for uses which may be permitted as a special exception.*
- 3. Required lot area and width, yards, building areas and height for residences:*
 - (a) Minimum lot area: 7,500 square feet.*
 - (b) Minimum lot width at the building line: 60 feet.*
 - (c) Minimum depth of front yard: 25 feet.*
 - (d) Minimum depth of rear yard: 35 feet.*
 - (e) Minimum width of each side yard: 7½ feet.*
 - (f) Maximum height of structure: 45 feet.*
- 4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

Proposed Zoning District:

Sec. G. - R-5 residential zoning regulations.

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

1. See chart for permitted uses.

2. See chart for uses which may be permitted as a special exception.

3. Required lot area and width, yards, building areas and height for residences:

a) Minimum lot area, per unit: 1,800 square feet.

b) Minimum lot width at building line:

Single-family and multifamily dwelling of less than eight units: 50 feet.

Townhouse dwelling: 16 feet.

Multifamily dwelling of eight units or more: 100 feet.

c) Minimum depth of front yard: 25 feet.

d) Minimum width of side yard: 5 feet.

e) Minimum depth of rear yard: 20 feet.

f) Maximum height of structure: 45 feet.

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

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

5. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.

a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.

b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.

c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.

6. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period of no longer than

twelve months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

(Ord. No. 2007-5, § 1, 4-17-07; Ord. No. 2014-5, 9-16-14)

Permitted and Conditional Uses:

The following uses are permitted by right in the R-5 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Dwelling, live/work
4. Dwelling, single family, detached
5. Dwelling, multi-family
6. Dwelling, 3-4 family
7. Personal Care/Group Home
8. Family Child Care
9. Parks & Recreation, Passive
10. Business Offices

The following uses are allowed by conditional use in the R-5 zoning district:

1. Bed & Breakfast Inn
2. Boarding/Rooming House
3. Dormitory
4. Dwelling, 2-family
5. Fraternity/Sorority House
6. Manufactured Homes
7. Mobile Homes
8. Community Services
9. Education Facilities
10. Government Facilities
11. Institutional and Health Care Facilities
12. Parks & Recreation, Active
13. Places of Worship
14. Public Spaces
15. Utilities
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. General Retail & Services
19. Parking Lots & Garage
20. Personal Services

STATE REZONING CRITERIA

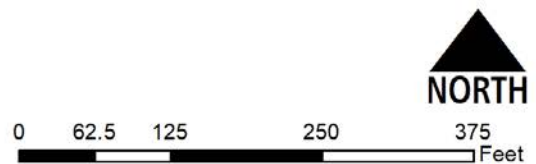
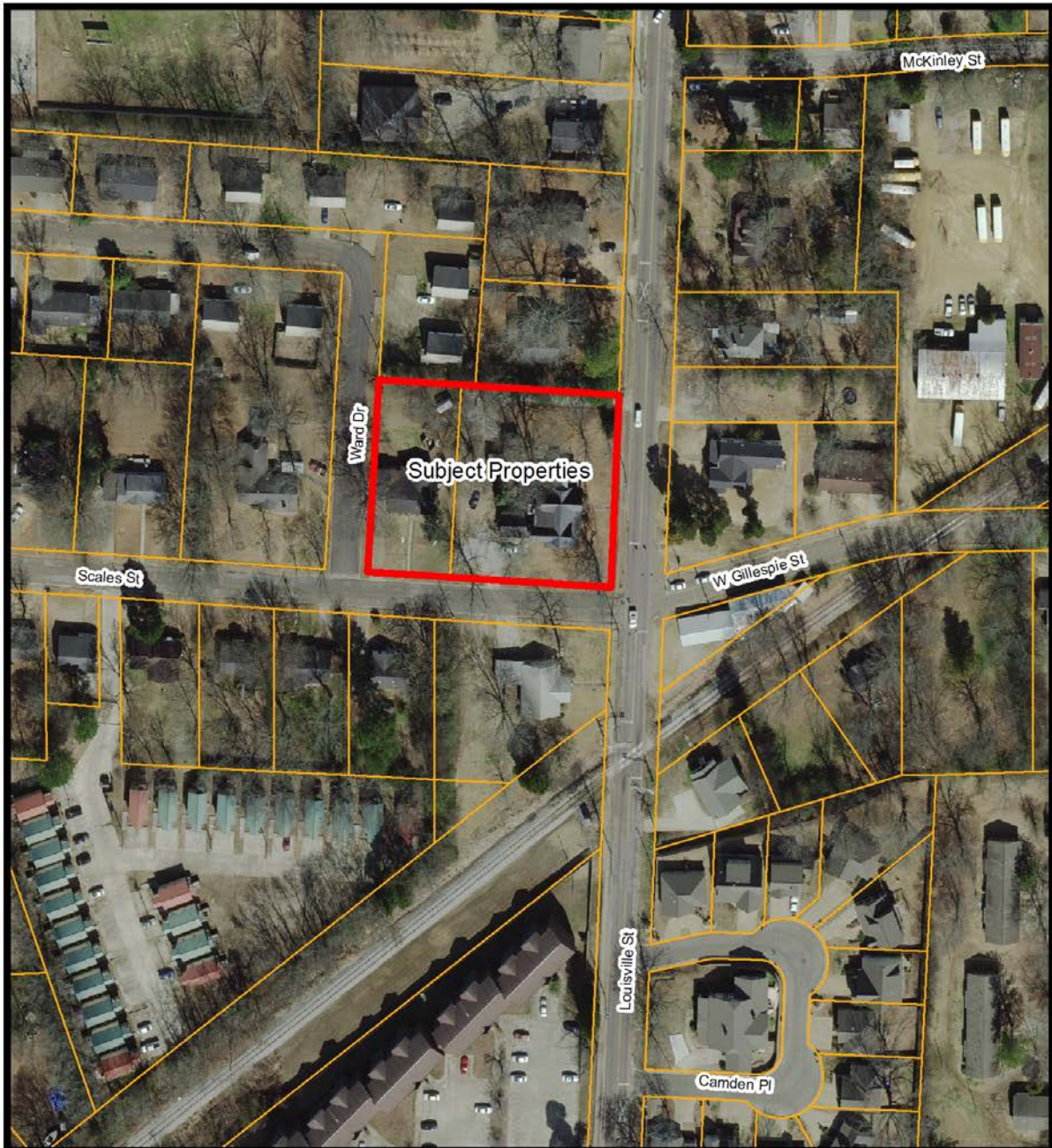
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - No Error
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - There have been no rezonings within a ½ mile of the subject property since the adoption of the 2013 City of Starkville Zoning Map.

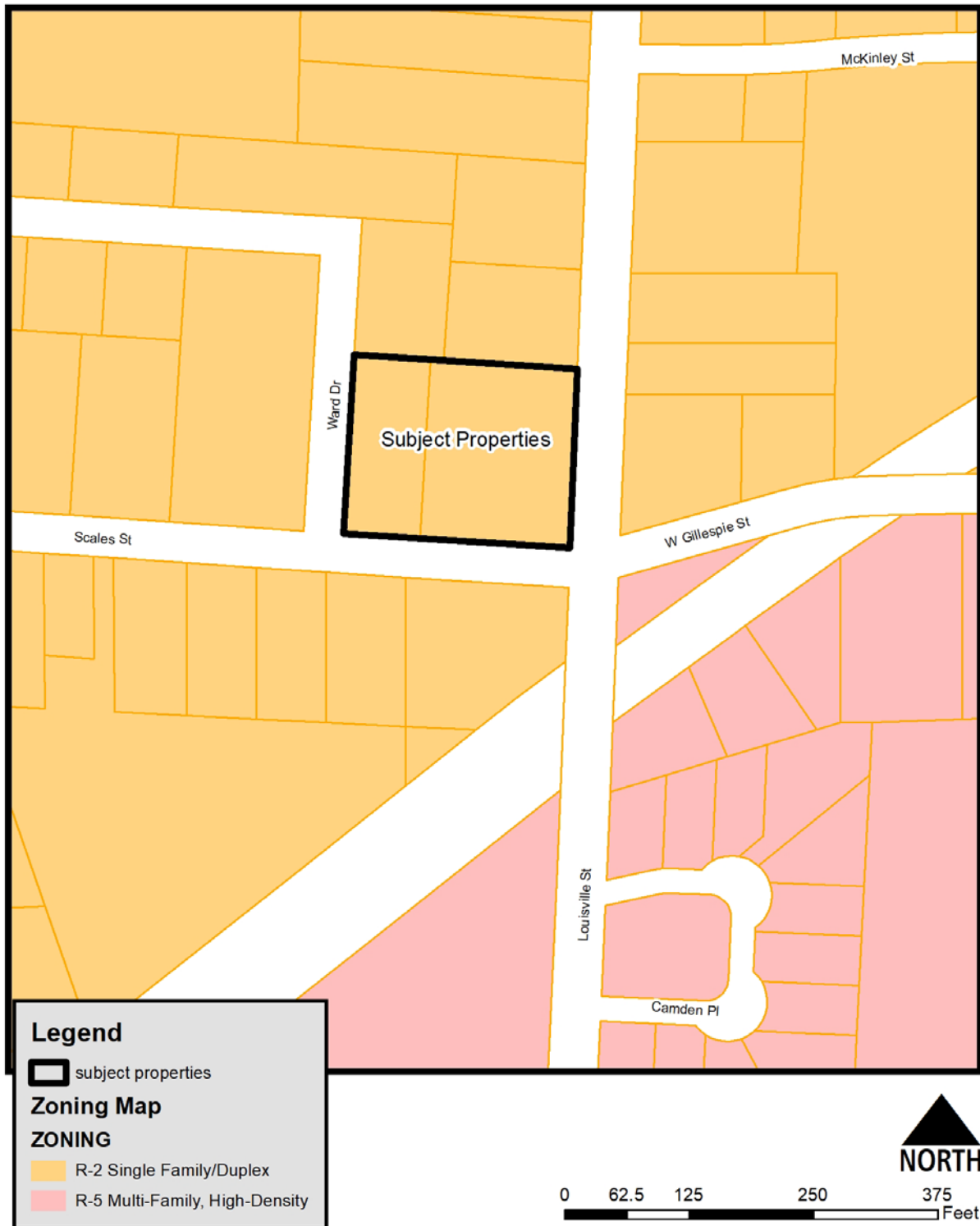
Consistency with Comprehensive Plan: The proposed rezoning would generally be not consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The subject properties placetype is listed as Traditional Neighborhood- Existing.

Land Use Compatibility: The proposed rezoning would be not consistent and compatible the adjacent land uses in the vicinity. While the placetype of Traditional Neighborhood- Existing does allow for multi-family, the R-5 zoning would allow for a higher density of dwelling units from what is found immediately adjacent to the subject properties.

Attachment 1
RZ 18-05 Aerial



Attachment 2
RZ 18-05 Zoning



Rental/ non-owner occupied	City	School	Church	County



Emily Corban <e.corban@cityofstarkville.org>

RZ 18-05

2 messages

Susan Kuykendall <susankuyk@yahoo.com>

Mon, Jul 23, 2018 at 5:10 PM

Reply-To: Susan Kuykendall <susankuyk@yahoo.com>

To: "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>, "e.corban@cityofstarkville.org" <e.corban@cityofstarkville.org>

As a resident who will be directly impacted by any construction on 102 Louisville Street and 300 Scales Street. I strongly support denying the rezone request referenced above.

I own and live in the house at 301 Scales Street. We experience extreme congestion as it is and allowing apartments in that area would make the area unsafe and unbearable.

Jason Pepper specifically said he intended to build duplexes on those lots and that is bad enough but to rezone for multi family (high-density) would show total disregard for the neighborhood and residential community.

I am available if you have any questions for me. As a home owner and resident right across the street from the referenced lots I can speak as an informed resident.

Thank you for your time and consideration.

[Susan Kuykendall](#)

Emily Corban <e.corban@cityofstarkville.org>

Tue, Jul 24, 2018 at 10:51 AM

To: Susan Kuykendall <susankuyk@yahoo.com>

Cc: "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>

Susan,

We will be including your email as a part of the packet for the Board of Alderman if you have no objections.

Best,

Emily

[Quoted text hidden]

--

Emily Corban

110 West Main Street | Starkville | MS 39759-2823

Ph: [662.323.2525](tel:662.323.2525) ext: 3138

www.cityofstarkville.org



Daniel Havelin <d.havelin@cityofstarkville.org>

RZ 18-05 Opposition Statement

1 message

Fratesi, Joe <joe@sig.msstate.edu>

Tue, Jul 10, 2018 at 1:28 PM

To: "Camp, Jason" <jason.camp@msstate.edu>, "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>

Jason and Daniel-

I hope you both are doing well. Unfortunately, I am out of town for work this week, but wanted to send you both a note regarding the rezoning application for the properties located on both Louisville Street and Scales Street. Please see my message below and feel free to call (662) 312-4796 or email me if you have any questions. Again, sorry I can't be there in person tonight, but please know that I am in opposition to the proposed rezoning.

Subject: RZ 18-05 – Request to Rezone Two Parcels from R-2 to R-5 located at 314 Louisville Street and 300 Scales Street

I am submitting formal comments in opposition to the proposed rezoning of the parcels located at 314 Louisville Street and 300 Scales Street (RZ 18-05). As a member of the City of Starkville Planning Commission, I strongly urge you to deny the application and proposal to rezone these two parcels.

The proposed rezoning request highlights the very reason why communities need zoning rules and regulations to ensure smart growth and development that makes sense in the context of the surrounding area. The current zoning of R-2 permits appropriate uses that are in context with both the surrounding historic area and the comprehensive plan for the City of Starkville. The proposed zoning provides for additional uses (such as multifamily residential, manufactured housing, mobile homes, business office, general retail, etc.) that are not only out of context for the surrounding area, but that will diminish the character of the Greensboro National Register Historic district, a cherished and renowned residential area and community asset.

In addition, the proposed rezoning is in direct conflict with the City of Starkville Comprehensive Plan which states that one of the goals of the city is to protect and enhance unique or distinctive historic and residential areas of the City. The plan states that buildings and development should have "a strong physical relationship with their associated street, and development should reflect Starkville's historic development pattern and character". The proposed rezoning would do neither of these.

For these reasons, I am strongly opposed to the rezoning and sincerely hope you will consider the impacts to the surround community - including both property values and the historical context of the area - when you evaluate the application and ultimately make a decision on this extremely important matter.

Respectfully,

Joseph N. Fratesi

511 Greensboro Street

Starkville, MS 39759

Joseph N. Fratesi, Ph.D.

Project Director

Stennis Institute

PO Drawer LV

Mississippi State, MS 39762

P: 662.325.6797



Daniel Havelin <d.havelin@cityofstarkville.org>

Re-Zoning of Property at 314 Louisville Street and the Property Adjacent to it

1 message

E McLemore <mclemore.e@gmail.com>
To: d.havelin@cityofstarkville.org

Thu, Jul 19, 2018 at 11:07 AM

19 July 2018

TO: Mr. Daniel Havelin
City Planner,
City of Starkville, Mississippi

Mr. Havelin, I am writing in regard to our telephone conversation on Monday, 16 July 2018, of this week. I have serious reservations about the property at 314 Louisville Street being re-zoned from its present designation of 4 to 5. I have lived at 308 Louisville Street for the past 10 years and nearly 10 months, I have no immediate plans to relocate. Our Street is one that has been pleasant and peaceful during the 10 plus years that I have lived here, and the apartment complex that is proposed will not add to that peace and tranquility.

This portion of the neighborhood is a street that is frequented by school children who walk to and from school between Armstrong Middle School, Starkville High School, and home before and after their school days begin and end. In addition, many residents, myself included, walk their pets on our street during the day. A large apartment complex on the corner would not be conducive to school student or residents who are walking. Additional traffic during the mornings and evenings when students and residents walk would be an interruption brought on by the increased traffic that an apartment complex would bring. Generally, numerous additional households brought into the neighborhood would bring increased traffic and noise to an intersection (Louisville and Scales Street) that at a times already services a very high volume of vehicles and slowed traffic at various times during the day. This could easily result in a situation that is not compatible for school children or those walking in the neighborhood.

I would like to also add that I have seen school buses up to eight at a time lined up and waiting in succession to drive through the traffic light at Louisville Street, make the mandatory stop at the railroad track and continue on their route. An apartment complex would only add to this congestion.

Additionally, the increased load on the water and sewer systems by new residents in an apartment complex would add to the stress on water and sewer lines that are already older and strained. This does not take into account the additional demand on the electrical power lines (more air conditioning, all-electrical apartments and computer cables, etc.).

The block(s) near Highway 12 have multi-use housing. Unfortunately, an increase in crime has been associated with the addition of apartment complexes into neighborhoods. I personally am aware of this being the case in the past in the area. I am reluctant to mention this, but such has occurred during the time that I have lived in the area.

While many may see the numerous apartment complexes that have been built in recent years in Starkville as progress, this is not necessarily the case. Increased traffic, increased demand upon water and sewer lines, increased need for sanitation services as well as increased electrical demands, additional crime as more and more apartment buildings are jammed into neighborhoods, is not progress.

Contrary to historical preservation is the tearing down of lovely historical structures. This would certainly be the case if the historic home at 314 Louisville Street were bulldozed. This lovely old yellow edifice would be no more. It would be reminiscent of the two historic homes that once stood across from the Bancorp South Bank building and The Starkville--Oktibbeha County Library for so long. Sadly, these two historic sentinels no longer exist. This practice that demolishes historic landmarks does not bring progress to our city.

I feel that it is incumbent upon me to say that two churches are involved, Second Baptist Missionary Church and Christian Faith Missionary Baptist Church. Both are in the area of possible re-zoning. Traffic increase and congestion should be considered given the locations of these two institutions.

I am proud to be a citizen of Starkville, however, the rebuilding of some areas that has recently taken place, I feel definitely threatens the tranquility, safety, aesthetic, and neighborhood value in this city. I appreciate the consideration

7/19/2018

City Of Starkville Mail - Re-Zoning of Property at 314 Louisville Street and the Property Adjacent to it

given this letter, and I vehemently urge those involved in the planning and direction of our city to deny any re-zoning of the two properties--314 Louisville Street, and the property next to it.

The neighborhood in and around Louisville Street, Scales Street, and adjacent areas are residential areas and should remain so. Again, I thank you for the regard given this electronic communication.

With Regards,

Eva M. McLemore

Telephone: (662) 769-2021



Daniel Havelin <d.havelin@cityofstarkville.org>

RZ 18-05 Opposition

1 message

Murdock, Jeremy <jeremy@sig.msstate.edu>

Tue, Jul 10, 2018 at 2:36 PM

To: "Camp, Jason" <jason.camp@msstate.edu>, "d.havelin@cityofstarkville.org" <d.havelin@cityofstarkville.org>, "e.corban@cityofstarkville.org" <e.corban@cityofstarkville.org>

Mr. Havelin, Ms. Corban, and Mr. Camp,

I am writing in regards to the RZ 18-05 rezoning request for property at the corner of Louisville Street and Scales Street on the Planning and Zoning Commission agenda for July 10, 2018.

As a resident of the Greensboro Street Historic District I strongly **oppose** the rezoning of this property. The subject property is located in a well-established neighborhood in the heart of Starkville. The historic homes located on the properties contribute greatly to the character of the neighborhood and to the overall community. The homes are located directly adjacent to the Greensboro Street Historic District and any redevelopment of that property would negatively impact the integrity of the neighborhood.

The rezoning from R-2 to R-5 would allow for land uses that are not appropriate for our neighborhood. I recognize that there are several R-5 properties in the nearby area that were likely historic homes redeveloped into higher density developments at some point in the past. However, I see those as prime examples of how this type of rezoning and redevelopment work to destroy the existing neighborhood rather than enhance the area. The character and value of the historic homes in these areas that are adjacent to multi-family/high-density developments have been greatly diminished as a result of these past decisions. There is no evidence that this type of redevelopment would enhance the established neighborhood.

The Greensboro Street Historic District and Overstreet Historic District are very desirable neighborhoods and this property is close to both. Starkville has a very limited stock of historic homes and much of the limited stock we have has been negatively impacted by similar development. Nearby Wood Street and the eastern end of Gillespie Street are prime examples of how multi-family, high-density development negatively impacts historic neighborhoods long-term. Our community cannot afford to lose more historic homes due to poor planning decisions.

Based on the information provided in the staff report and my experience as a local resident, I do not feel there has been significant change in the neighborhood to justify the rezoning. I also agree with the staff findings that granting this rezoning would go against the City of Starkville Comprehensive Plan.

I ask that you protect the character and value of the existing neighborhood and **oppose** the rezoning of this property due to the lack of change in the area and the lack of public need for such a rezoning. Please share my thoughts with the rest of the commission.

Thank you for your service to our community,

Jeremy Murdock

[502 Greensboro Street](#)



Legend

 160ft

 subject properties

Letters Against Rezoning

 Property Owner

 Resident





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

AGENDA ITEM NO: Mayor
AGENDA DATE: August 21, 2018
PAGE: 1 of 2

SUBJECT: Request approval to place an insert provided by the Oktibbeha County Humane Society, a non-profit organization, in Starkville October utility bills.

A copy of the insert is included.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Mayor

DIRECTOR'S
AUTHORIZATION: Mayor D. Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor or Terry Kemp

SUGGESTED MOTION:

Move approval for Starkville Utilities to place an insert provided by the Oktibbeha County Humane Society in October utility bills.



Starkville's Animal Control Ordinance



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

THINGS YOU SHOULD KNOW:

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

PET OWNER'S RESPONSIBILITIES:

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

REGISTRATION OF DOGS:

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

DANGEROUS ANIMALS:

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



OKTIBBEHA COUNTY
HUMANE SOCIETY

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



OKTIBBEHA COUNTY
HUMANE SOCIETY



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 44

SUBJECT:

Discussion and Consideration of the revision to the Special Events Policy and Application.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

This is the current draft of the proposed Special Events Policy (Attachment 1) and the Special Events Application (Attachment 2). This draft incorporated comments from the last Board of Alderman meeting on August 7, 2018. Attachment 3 contains the current special events policy for reference.

REQUESTING

DEPARTMENT: Board Business

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:



SPECIAL EVENTS POLICY

The City of Starkville appreciates your interest in hosting a Special Event with us. The City welcomes a wide variety of events that enrich the community for both visitors and residents. Applications submitted for events will be reviewed on a case-by-case basis.

It is the goal of the City of Starkville to be receptive and responsive to the concept of Special Events within our city limits. Well planned, interesting, unique and creative special events allow the City to be showcased in a positive way and are beneficial to the image and development of the City.

The City may provide monetary support, or in-kind services, to a special event through funds designated by the legislature to promote tourism and economic development in the City and by Mississippi Code Sections 17-3-1 and 17-3-3, which allow advertising to bring into favorable notice the opportunities, possibilities, and resources of the City. The City may also provide in-kind services to special events to promote and maintain the health, safety, and welfare of the municipality through Mississippi Code Sections 21-19-1 and 21-19-15.

It is the responsibility of the Applicant to provide the justification for the City to provide services for the special event request. Approval of City expenditures or in-kind participation for special events is the final decision of the Starkville Board of Aldermen.

These guidelines are designed to assist Applicants through the process of applying for a Special Event Permit. The Special Events Committee will review the application and will work with you through this process to help you hold a successful event. In the event that services from City Departments are required, the Board of Aldermen will be required to approve the Special Event Permit request. The City of Starkville does not discriminate on the basis of race, color, creed, national origin, political beliefs, religious beliefs, gender, age, sexual preference or disability.

REQUIREMENTS TO APPLY FOR A SPECIAL EVENT PERMIT

- Application
- Map of the event area and/or road closures requested
- Mandatory attendance at one Special Events Committee meeting
- Application Fee
- Copy of Insurance Certificate (20 days prior to event)
- Copy of Non-profit, 501c3 Certificate (if required)
- Signed Indemnification Form
- Signed Acknowledgement Form

Applications for a Special Event Permit can be submitted by mail, by email to events@cityofstarkville.org or in person in the Community Development Department located on the 2nd floor of City Hall.

Mail or Hand Delivered to:
City of Starkville
Community Development Department
110 West Main Street
Starkville, MS 39759

1. APPLICATION SUBMITTAL REQUIREMENTS AND PROCEDURES

1.1. Special Event Application— All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit approved by the Board of Aldermen and processed through the Community Development Department. The following guidelines apply to any Special Event in the City of Starkville.

1.1.1. Application Submittal Timeline— The application for a Special Event shall be completed and submitted to the Community Development Department for review by the Special Event Committee no less than 60 days prior to the proposed event; however, the Applicant is encouraged to submit the application at least 90 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 60 day requirement if the application is complete and can be processed in a shorter time period or this is a repeat event. For the expedited process, the Applicant shall have met the majority of requirements in the application to the best of their ability and knowledge. The expedited application will be assessed an additional fee. The Special Event Committee will meet on a Thursday morning within 10 (ten) working days of the submission of the application for the special event. The application shall contain the following information (all such information is public information subject to the Public Records Act and other applicable laws):

1.1.2. Application Required Information – Applicant Name, Organization Name, Address, City, State, Zip Code, Email Address, Telephone Number, On-site Contact, Mobile Phone Number of On-Site Contact and Organization Type (non-profit, for profit, institutional, political or religious). If the Organization Type is a non-profit, the Applicant shall submit proof of active status of the 501C-3 organization.

1.1.3. Event Information – Event Name, Type of Event, Date of the Event, Date of Event Setup, Event Time, and Takedown Time for the Event. If event has beer or light wine associated with it, it shall be noted on the application.

1.1.4. Event Site Map – A conceptual event site map of the premises to be used for the event must be submitted at the time of the filing of an application for a Special Event. An event site map must show a detailed diagram drawn to scale of the event including: the location of any requested street closures, the location of concessions, display booths, portable toilets, dumpsters, location of stages, orientation of loudspeakers, parking plan, locations for electricity, locations for water and other relevant elements. The final event site map will be required to be approved as part of the application by the Board of Aldermen. The use of city bollards will be at the discretion of the city and will be shown on the site map

if applicable. The approved event site map cannot be altered without the prior written consent of the City.

1.2. REVIEW AND CONSIDERATION OF APPLICATION –The Board of Aldermen shall make the final decision on any Special Event requests that include City services or the closure of any City streets. Prior to the Board of Aldermen meeting, the applicant shall meet with the Special Events Committee to discuss the logistics of the event and to determine the amount of City services that would be required. The cost associated with any proposed services will be forwarded to the Board of Aldermen for consideration. The Community Development Department shall notify the Applicant when the application will go before the Board of Aldermen for final consideration. If the application is approved, the Applicant shall be notified of any specific requirements by the Board of Aldermen and the time frame for completing such requirements. The applicant is expected to attend the Board of Aldermen meeting and respond to any questions.

The Board of Aldermen may consider the following when making a decision about the approval/denial of an application:

- 1.2.1.** Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
- 1.2.2.** Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
- 1.2.3.** Does the Applicant have previous experience with hosting a Special Event of this nature or scope?
- 1.2.4.** Has the proposed Special Event been held in the City on a previous occasion?
- 1.2.5.** Is the Special Event likely to promote tourism by attracting visitors and tourists?
- 1.2.6.** Is the Special Event likely to have a positive economic impact by generating revenue for Starkville hotels, restaurants and other merchants of the City?
- 1.2.7.** Will police, fire, and other City services be unduly burdened or adversely affected by the Special Event?
- 1.2.8.** Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
- 1.2.9.** Does the Applicant owe any taxes, fines, or other fees to the City?
- 1.2.10.** Any other factors that the Board of Aldermen may deem necessary or important in evaluating an application.

1.3. FEES

1.3.1. Application Fees

Event Size	Application Fee
Under 100 persons	\$25
100-499 persons	\$50
500-999 persons	\$75
1000-3900 persons	\$100
4000+ persons	\$150

1.3.2. Interest – No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

1.3.3. Taxes – The Applicant shall pay all taxes and unemployment insurance for persons employed by the Applicant as may now or hereafter be imposed under any state or federal law and shall defend and indemnify the City from any such contributions or taxes or liability therefore.

2. INSURANCE REQUIREMENTS

2.1. The Applicant or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods. Proof of insurance is required a minimum of 20 days prior to the event. All such insurance shall meet the following requirements:

- 2.1.1.** Name and contact for Insurance Provider that is licensed to do business in the State of Mississippi
- 2.1.2.** Policy Number
- 2.1.3.** Statutory Limits of Workers Compensation Insurance (if applicable)
- 2.1.4.** Employers Liability \$1,000,000.00
- 2.1.5.** Commercial General Liability \$1,000,000.00
- 2.1.6.** General Aggregate \$1,000,000.00
- 2.1.7.** Product/Completed Operations Aggregate \$1,000,000.00
- 2.1.8.** Personal & Adv. Injury \$1,000,000.00
- 2.1.9.** Per Occurrence \$1,000,000.00
- 2.1.10.** Medical Coverage \$5,000.00 per person
- 2.1.11.** Fire Liability \$50,000.00 per fire
- 2.1.12.** Liquor Liability Endorsement \$1,000,000.00/per claim
- 2.1.13.** Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)
- 2.1.14.** Name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville

2.2. The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Applicant shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

3. INDEMNIFICATION REQUIREMENTS – The Applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event. A completed and signed Indemnification Agreement form shall be submitted with all Special Event applications.

4. CANCELLATION AND REVOCATION POLICY

- 4.1.** The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.
- 4.2.** The City of Starkville may revoke a Permit at any time due to the failure of the Applicant to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Applicant.
- 4.3.** The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Applicant's failure to comply with the terms and conditions of the Permit, ordinances, rules or regulations of the City.
- 4.4.** The Applicant shall notify the Community Development Department in writing if he intends to cancel or change the dates of the event. Notice must be made in writing at least 10 working days in advance to qualify for a refund. The application fee may be refunded up to 80%. The security deposit shall be refunded 100%. Groups who fail to cancel permits within at least 10 working days prior to event will forfeit application fees paid but the security deposit shall be refunded 100%.
- 4.5.** If the event is cancelled or postponed due to a force majeure event, the Applicant may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location and city personnel.

5. EXCEPTIONS

- 5.1.** The City of Starkville may hold itself exempt from these guidelines.
- 5.2.** The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for City participation or a waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said participation, if approved, shall be considered to apply to the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.
- 5.3.** Events that take place entirely within a City park and do not require additional City services beyond services already given by the Parks Department may be exempt from these guidelines. However, the Director of the Parks Department may require a Special Events Permit for any

proposed event in the park. The scheduling of Special Events at Fire Station Park shall be coordinated through, and approved by, the Starkville Main Street Association, with such approval not being unreasonably withheld. Events at the Fire Station Park must still be approved by the Starkville Board of Aldermen.

6. GENERAL RULES AND REGULATIONS

6.1. Event Type - These rules and regulations apply to the following events:

- 6.1.1. Walk/Run** – Any walk, run or bicycle event that follows a predetermined course that does not involve vehicles or floats that requires a street closure.
- 6.1.2. Procession** – This includes marches and parades. An event whose primary purpose is the procession of people, animals, vehicles, floats, or combinations upon any public street, sidewalk, alley, or other public place owned or under control of the City. Funeral processions are exempt.
- 6.1.3. Concert** – An event that includes a live performance(s) for the purpose of entertainment.
- 6.1.4. Awareness/Rally** – This includes all protest/demonstrations held for political, religious, or other First Amendment related purposes.
- 6.1.5. Street Closing Event** – Any special event activity which requires the closing of any public street, sidewalk, or alley and which requires rerouting of normal or usual traffic flow.
- 6.1.6. Sale/Market** – An event whose primary purpose is the sale of food, goods, products or services.

6.2. City Services – To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that certain services shall be provided by the City. City services include, among other things, police protection, crowd control, fire protection, emergency medical service, street closures, sanitation and traffic and parking control. The Special Events Committee will determine the minimum staffing levels and equipment needed by the City to provide City services for an event. The City of Starkville assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event.

6.2.1. Police Department

6.2.1.1. Services Provided – Public safety, crowd control, overnight security, backstage security, escort for entertainment, escort for transportation of cash, supervision of street closures and parking enforcement. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. All fees for services provided by the Police Department shall be determined by the Special Events Committee.

6.2.1.2. Street Closures – Certain streets within the Special Event area may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after a Special Event. The Applicant shall include in the Event Site Map any requests to temporarily close any public street at the time of the Application. The Special Events Committee shall consider such requests in evaluating the application and may recommend additional or fewer street closures. Some street closures may

require the coordination and possible consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades, bollards, and signs placed on public streets or any public rights-of-way. The rental cost of barricades, bollards and signs shall be the responsibility of and paid for by the Applicant if determined by the Board of Aldermen.

6.2.2. Sanitation Department

- 6.2.2.1. Services Provided** – Street sweeping before and after the event, collection and removal debris from event area and supplying dumpsters. The Applicant shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Applicant. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. The Applicant shall line all trash containers with appropriately sized plastic bags. The City of Starkville Sanitation Department shall supervise the placement of all trash receptacles to be located on public streets or any public rights-of-way. The rental cost of such trash receptacles shall be the responsibility of and paid for by the Applicant as determined by the Board of Aldermen.
- 6.2.2.2.** Overnight storage of garbage, trash or other debris shall be in containers with lids. All fees for services provided by the Sanitation Department shall be determined by the Special Events Committee.

6.2.3. Fire Department

- 6.2.3.1. Services Provided** – Fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If the Applicant desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. All fees for services provided by the Fire Department shall be determined by the Special Events Committee.

6.2.4. Utility Department

- 6.2.4.1. Services Provided for Electric** – Providing electrical connection to permanent City owned power sources and installation of banner signs on Main Street. The Applicant shall use only an electrical contractor licensed by the State of Mississippi

or Starkville Utilities Department's electric department personnel for the connection and use of temporary power. Power connection to permanent power sources shall be coordinated with the Starkville Utilities Department. All fees for services provided by the Starkville Utilities Department shall be determined by the Special Events Committee.

- 6.2.4.2. Services Provided for Water and Sanitary Sewer** – Providing for the disposal of wastewater (any water from food preparations, handwashing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground. All fees for services provided by the Starkville Utilities Department shall be determined by the Special Events Committee.

6.2.5. Parks and Recreation Department

- 6.2.5.1. Services Provided**– Providing the rental of park facilities including pavilions, athletic courts, pool, and meeting space. Upon the determination by the Director of Parks, the classification of any event held at any City park facility as a Special Event shall be subject to this policy. All fees for services provided by the Parks and Recreation Department that are Special Events shall be determined by the Special Events Committee. The scheduling of Special Events at Fire Station Park shall be coordinated through, and approved by, the Starkville Main Street Association, with such approval not being unreasonably withheld. Events at the Fire Station Park must still be approved by the Starkville Board of Aldermen.

- 6.3. Parking and Transportation** – As part of the application, the Applicant shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, event participants, patrons (including parking for handicapped patrons), media and special guests at the request of the Special Events Committee. If the planned event interrupts SMART (Starkville-MSU Area Rapid Transit) bus service, coordination with SMART shall be necessary.

6.4. Signage for Special Events

- 6.4.1. Permanent Signs** – The Applicant shall not remove or cover up any of the permanent signs within the City.
- 6.4.2. Event Signs** – Sponsorship and event signs are allowed within the Event area. Event signs may be displayed during the Event until the close of the event.
- 6.4.3. Directional and Promotional Signs** - The Applicant shall not use placards or off-site signage in any form outside the event area without approval by the Board of Aldermen. Any such sign displayed without approval may be removed by the City at the Applicant's expense.

6.4.4. Street Banners – As part of the application for a Special Event, the applicant can request for one event promotional banner to be hung at the intersection of Main Street and South Washington Street. The banner may be hung for a maximum of 14 days prior to the event and 2 days after the event. Banners shall not exceed three (3) feet high by thirty (30) feet long. The banner shall have perforations to reduce the wind load and have eyelets spaced a maximum of twenty-four (24) inches along the top and bottom for mounting. Approval of the banner shall be based on the availability of the space and at the sole discretion of the Board of Aldermen.

6.5. Food Service – Concessionaires and caterers that charge for services as a part of any Special Event shall have proper licenses and/or permits with the City of Starkville. Glass containers are prohibited at all Special Events.

6.6. Temporary Structures – The Applicant shall illustrate on the Event Site Map the location of all temporary structures and/or temporary services. Examples of temporary structures or services include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, portable lights and telecommunications service.

6.7. Restroom Facilities – Portable toilets may be required to be located at the event site by and at the sole cost of the Applicant based on the nature and scope of the event and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. The Applicant is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets. The Applicant may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

Attendance	1-4 Hours	5-10 Hours
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

6.8. Animals – All animals that are part of a Special Event shall be on a leash, within a pen, or under similar control at all times. The Applicant shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.

6.9. Carnival Rides – Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.

6.10. Noise – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the suspension of all activities associated with the event and possible revocation of the Permit.

6.11. City Property

6.11.1. The Applicant recognizes and acknowledges that other parties may utilize a portion of the City, and the Applicant agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.

6.11.2. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.

6.11.3. Removal or alteration of any City property is strictly prohibited, except as otherwise approved by the Board of Aldermen.

6.11.4. The Applicant shall maintain any portion of the City and all other property and facilities used by the Applicant in connection with the Special Event in a good, first-class condition. It is the responsibility of the Applicant to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to setup of the event. If the Applicant fails to do so, the City may perform such maintenance or repair of any such portion or property and the Applicant shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Applicant shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).

6.11.5. Vehicular traffic is allowed within the Event area during setup and teardown; however, except as may be permitted by the Board of Aldermen, the Applicant shall restrict subcontractors and delivery trucks to the roadways to reduce the likelihood of damage to the City's permanent amenities.

6.12. Personal Property – Shall include equipment, tents, portable restrooms and other temporary structures erected for the event. If these items are not removed from the Special Events area after the close of the event within the period required by the Board of Aldermen, then they may be removed and stored by the City at the expense of the Applicant. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any Personal

Property. The Applicant shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

6.13. Private Property – The Applicant shall not damage or disturb any private property. The applicant shall be responsible for any damage that occurs during the Special Event. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any Private Property. The Applicant shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

6.14. Discrimination

6.14.1. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.

6.14.2. Americans With Disabilities Act – The Applicant’s Special Event will comply with the Americans with Disabilities Act.

6.15. Compliance with Ordinances, Laws and Regulations

6.15.1. In addition to complying with all conditions of the Special Event Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Applicant must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Applicant to obtain all licenses and/or permits necessary to conduct the event and all licenses and/or permits required by other governmental authorities shall be obtained and adhered to.

6.15.2. Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.

6.16. Transferability – The holder of a Special Event Permit shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a Special event Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Special Event Permit. No rights granted by a Special Event Permit shall create rights in anyone other than the holder.

6.17. City Personnel

6.17.1. The City through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of

obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.

6.17.2. The Special Events Committee or their designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.

6.17.3. The City of Starkville personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.

7. Definitions – The following are definitions of the terms used in the Event Guidelines:

- 7.1. Applicant-** means a Promoter, Planner, Organization or host listed on the application for Special Event. The applicant can be an individual, firm, partnership, corporation, association, or other legal entity.
- 7.2. Application Fee-** means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.
- 7.3. Board of Aldermen-** means the legislative body of the City of Starkville.
- 7.4. Contractor or Subcontractor-** means the business entity or person that is performing services, work or furnishing supplies for a Special Event.
- 7.5. City-** means the City of Starkville, Mississippi.
- 7.6. Facilities-** all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.
- 7.7. In-kind Services-** means the City of Starkville's assistance through the use of its facilities, personnel, assets and other valuable consideration.
- 7.8. Special Event-** means an Event held within the city on City property that will require City Services and approval by the Board of Aldermen. Examples of Event Types include: walks, runs, processions, concerts, awareness events, rallies, sales, markets and street closing events.
- 7.9. Special Event Committee-** (The Committee) means a committee consisting of representatives from Community Development Department, Police Department, Fire Department, Sanitation Department, Electric Department, The Parks and Recreation Department, and other such additional City staff as deemed necessary and appropriate by the City.
- 7.10. Special Event Permit-** or Permit means a Special Event has been approved by the Board of Aldermen to hold a Special Event. The Board of Aldermen may impose terms and conditions on approval of a Special Event.
- 7.11. Sponsorship-** means that the City of Starkville shall be an advertised sponsor pursuant to Mississippi Code Sections 17-3-1 and 17-3-3. The City shall make this determination on an

application-by-application basis upon the appropriate finding of fact by the Starkville Board of Aldermen. Any such sponsorship shall require that the event include in advertising the City of Starkville at the level that corresponds to the level of in kind services and/or funding provided to the Applicant for the coordination of the event. Notwithstanding the foregoing, the City shall not be an advertised sponsor for any special event such as a procession, march, parade, awareness rally, protest, and/or demonstration held primarily for political, religious, First Amendment or activist purposes. However, the City may provide in-kind services to such an event through Mississippi Code Sections 21-19-1 and 21-19-15 to maintain crowd control and safety.

DRAFT

Attachment 2- Draft 2 of Application



SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name _____ Is this a reoccurring event: ☐ Yes ☐ No

Applicant's Name _____ Mobile Number _____

Organization Name _____ Phone Number _____

Organization Address _____ Organization Type ☐ Non-Profit ☐ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☐ No (not applicable), Event Site Map ☐ Yes ☐ No

On-Site Contact _____ Mobile Number _____

Date and Times of Event (From) _____ (To) _____
(DATE) (TIME) (DATE) (TIME)

Date and Times of Setup and Takedown (From) _____ (To) _____
(DATE) (TIME) (DATE) (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☐ No

Type of Event (check all that apply): ☐ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event

☐ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: Police Department: ☐ Yes ☐ No, Fire Department: ☐ Yes ☐ No

Sanitation Department: ☐ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, Utility Department: ☐ Electrical Service ☐ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost _____

By _____ Date _____

Starkville Utilities cost _____

By _____ Date _____

Fire Department cost _____

By _____ Date _____

Parks Department cost _____

By _____ Date _____

Sanitation Department cost _____

By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name _____ Date _____

Signature _____

ATTACHMENT TO SPECIAL EVENT APPLICATION

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

_____ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature _____ Date _____

Print Name _____

Organization _____



CITY OF STARKVILLE

EVENTS POLICY

Attachment 3- Current Special Events Policy

The City of Starkville appreciates your interest in hosting a special Event with us. The City welcomes a wide variety of events that enrich the community for both visitors and residents. Applications submitted for events will be reviewed on a case-by-case basis. The following guidelines apply:

These guidelines are designed to assist Applicants through the process of applying for a Special Event Permit. The City Building Department, a Special Events Committee and the Board of Aldermen will review the application and will work with you through this process to help you hold a successful event.

The minimum requirements to apply for a Special Event Permit are:

- Completed Application
- Application Fee (Non-refundable as set forth in paragraph 3 unless included in the request for sponsorship by the city)
- Security Deposit (Per Paragraph 10B and refundable as set forth herein unless included in the request for sponsorship by the city)
- Temporary site plan of Event, showing all temporary installations, in relation to the surroundings, and a road closure/directional signage plan

It is the goal of the City of Starkville to be receptive and responsive to the concept of Special Events within our city limits. Well planned, interesting, unique and creative special events allow the City to be showcased in a positive way and are beneficial to the image and development of the City. Requests for city sponsorship provide an opportunity for the City to utilize the moneys designated by the legislature for the sponsorship of specific events that meet the criteria of providing tourism and economic development for the City. It is the responsibility of the promoter to provide the request and the justification for the City to provide such sponsorship. Approval of these sponsorship requests are the final decision of the Mayor and Board of Aldermen.

The Building Department is located at:
On the second floor of City Hall at
110 West Main Street
Starkville, MS 39759

EVENT APPLICATION AND GUIDELINES

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City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name		Organization Name	
Address		City	State
E-Mail Address		Web Site Address	
Telephone Number	Facsimile	Mobile Number	Pager Number
Type of Organization [☐] Individual [☐] Charitable [☐] Non-Profit Organization (501.C3 Tax Identification # _____) [☐] For Profit Organization [☐] Other _____			
On-Site Contact		Mobile Number for On-Site Contact	

EVENT INFORMATION

Event Name		Event Date(s)		Time	
Type of Event: (check all that apply)		[☐] Carnival [☐] Fundraiser [☐] Run/Walk [☐] Concert/Performance [☐] Parade [☐] Sports/Recreational [☐] Festival [☐] Private Gathering [☐] Other _____ [☐] Professional Filming [☐] Reception			
Is this a first time event? [☐] Yes [☐] No		If No, date of previous event _____ What was past attendance? _____			
Is this event open to the public? [☐] Yes [☐] No		Admission/Entry Fee		Estimated Total Budget	
Proposed Area (check all that apply)		[☐] Cotton District [☐] Main Street [☐] City Park [☐] Other _____			
Setup: (first item to be loaded in on site) Date: _____ Time: _____		Teardown: (last item removed) Date: _____ Time: _____		Estimated Attendance Participants: _____ Spectators: _____ Est.# Hotel Rooms: _____	
Known Current Sponsor(s)			Beneficiary(ies)		

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? [] Yes [] No		If Yes, provide the following: [] Recorded Music [] Live Music [] Other (please describe)	
If Yes, provide the following: Sound System [] Yes [] No Lighting System [] Yes [] No Stage [] Yes [] No Dance Floor [] Yes [] No			
Will the event feature food/beverage service? [] Yes [] No		If Yes, provide Current Known Vendor Names/Telephone #	
Open Flames or Cooking [] Yes [] No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>		Type of Fuel [] Gas (check all that apply) [] Electric [] Charcoal [] Other _____	
Does the event propose closing, blocking or using public streets? [] Yes [] No If yes, a road closure plan complete with barricades and signage shall be submitted.		Street: [] Main Street/University [] Russell Street [] Other _____	Closing Opening Day/Time Day/Time _____ _____ _____
Tents or Canopies [] Yes [] No Applicable if larger than 20' x 15'		If Yes, provide the following: Company	
Approximate Number of Tents/Size(s)			
Temporary Perimeter Fencing [] Yes [] No <i>*Indicate fence locations on site plan</i>		If Yes, provide the following: Company	
		Provide approximate dimensions of fenced area	
Restrooms, Dumpsters, Sinks [] Yes [] No		If Yes, provide the following: Company	
Other Requirements? [] Yes [] No		Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks	
Explain			

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

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Trash Collection	☐ Yes ☐ No	Requirements:	
Street Sweeper	☐ Yes ☐ No		
Extra Pickups	☐ Yes ☐ No	Number of Workers	Hours

Electrical Services	☐ Yes ☐ No	Requirements:	
*Event must use a licensed electrician			
		Supplemental Equipment	☐ Generator(s) # _____
		☐ Light Tower(s) # _____	
		(Check all that apply)	

Professional Parking/Valet	☐ Yes ☐ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☐ Yes ☐ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	☐ Yes ☐ No	If Yes, provide the following:	
		Company	
		Type	
		☐ Fan (pedestal, box, etc.)	
		☐ Misting Air	
		☐ Air-conditioning	
		☐ Heater(s)	

Pyrotechnics / Laser / Special Effects	☐ Yes ☐ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

110 West Main Street
Starkville, MS 39759

Fax: (662) 323-4143

☐ a. Animals	☐ g. Decorator/scenery	☐ m. Security
☐ b. Barricades	☐ h. Drawing or raffle	☐ n. Shuttle bus/tram
☐ c. Bicycles	☐ i. First Aid Station	☐ o. Signs/banners
☐ d. Bleachers	☐ j. Golf Carts	☐ p. Ticket agent
☐ e. Booths - Vendors handing out items	☐ k. Inflatable's	☐ q. Video Production/Photography
☐ f. Booths - Vendors selling	☐ l. Road Closure	☐ r. Other _____

[illegible]

Name of Insurance Agency		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

** Lack of Reference is not Grounds for Denial of Application.*

Signature _____	Date: _____
Application received by: _____	Date: _____

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

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Phone: (662) 323-2525

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

_____ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: _____

TITLE: _____

ATTEST:

BY: _____

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SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name		Organization Name	
Address	City	State	Zip
E-Mail Address		Web Site Address	
Telephone Number	Facsimile	Mobile Number	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☐ Other			

EVENT INFORMATION

Event Name	Event Date(s)	Event Time
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Funding request in dollars:		Other sources of event funding:

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Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio ☐ Yes ☐ No

Television ☐ Yes ☐ No

Print Ads ☐ Yes ☐ No

Press Release ☐ Yes ☐ No

Fliers/Posters ☐ Yes ☐ No

Direct Mail ☐ Yes ☐ No

Billboards ☐ Yes ☐ No

Other ☐ Yes ☐ No

Explain:

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.

SIGNATURE OF APPLICANT

DATE

SPONSORSHIP REQUEST

The City of Starkville shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the completed Sponsorship application at the time the Event application is submitted to the Building Department. The Committee shall review the request and make a recommendation to the Board of Aldermen for its approval within 30 days after the application is received. All sponsorship applications must be submitted to the Board of Aldermen for approval. In making its recommendation, the Committee shall consider whether the event will promote the City of Starkville in a positive light, and whether the event is likely to attract tourists and have a positive economic impact on the City. The Board of Aldermen will authorize any requested sponsorships whether as in-kind services and/or financial requests by the promoter from the City. Sponsorship approval by the Board of Aldermen commits the promoter / applicant to provide sponsorship credit to the City of Starkville in all promotional materials to the level of the value of the in-kind services and any financial aid.

APPLICATION PROCEDURES

All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit issued through the Building Department. The following guidelines apply to any Special Events seeking financial in-kind services from the City of Starkville.

1. A Promoter desiring to apply for a Permit shall contact the Building department to provide requested dates for the desired Special Event. Subject to the terms of these guidelines, an event returning to the City for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).
2. A Special Event Application form must be completed and submitted to the Building Department/Special Event Committee no less than 120 days prior to the proposed event; however, the Promoter is encouraged to submit the application at least 180 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 120-day requirement if the application is complete and can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the Permit. For the expedited process, the City assumes that the Promoter/Applicant has met the majority of requirements in the application to the best of their ability and knowledge. The Special Event Committee will meet within 10 (ten) working days of the submission of the application for the special event. The application shall contain the following information (all such information is public information subject to the Public Information Act and other applicable laws):
 - a) Application Information – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are in good standing under the laws of the State of Mississippi and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone Number, Facsimile Number, Mobile Phone Number, Pager Number, On-site Contact and Mobile Phone Number of On-Site Contact.

b) Event Information – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Admission Fee (if any), Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.

c) Advertising and Promotion – If applying for City Sponsorship then a listing of type of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc. The City shall be included in all promotional material commensurate to the level of the value that is requested for in-kind services and financial support.

d) Event Special Features – Plans for sound amplification, stage, dance floor, food and beverage service, open flames, cooking, road closures, tents or canopies (if above the size of 20 x 20), temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/ amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatable devices or structures, security, transportation, signage, sale of tickets, and any other special features planned for in connection with the Event.

e) Insurance – Evidence of insurance conforming to the requirements set forth in these Guidelines in paragraph 16, including name and contact information for Insurance Agency.

f) References – List of four organizations Promoter has done or is doing (for new events) business with in connection with the proposed event. This information is required if the event is a new one and/or the Promoter is from out of the surrounding area.

3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in paragraph 9. If the application is not approved, the security deposit shall be refunded to the Applicant. Checks shall be made payable to the City of Starkville. Payment of the application fee and security deposit does not constitute permission to hold the event.

ESTIMATED ATTENDANCE	APPLICATION FEE
Less than 1,500	\$25
1,501 – 5,000	\$50
5,001-10,000	\$75
10,001-15,000	\$100
15,001-20,000	\$150
20,001 and over	\$200

REVIEW AND CONSIDERATION OF APPLICATION

4. The Special Event Committee (The Committee) will review each application and make a final recommendation to the Board of Aldermen on an application for a Permit within 30 days after a complete application, including all required fees, has been submitted to the Building Department. The Committee may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore, additional time may be necessary to make a final recommendation to the Board of Aldermen on the application. To facilitate the process, an applicant shall promptly provide such clarification for additional information.
5. The Committee may recommend approval, approval with conditions, or denial of an application. If the Committee determines at any time after approval that the event is not in compliance with the Permit, the Committee may recommend revocation of the Permit. A majority vote or consensus is required for any recommendation decision of the Committee. The Board of Aldermen makes the final decision on any recommendation by the Committee. The City of Starkville does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age, sexual preference or disability.

The Committee will consider the following factors when making a recommendation about the acceptance/denial of an application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
- b) Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
- c) Does the Applicant have previous experience with hosting a Special Event of this nature or scope?
- d) Has the proposed Special Event been held in the City on a previous occasion?
- e) Is the Special Event likely to promote tourism by attracting visitors and tourists?
- f) Is the Special Event likely to have a positive economic impact by generating revenue for Starkville hotels, restaurants and other merchants of the City?
- g) Will police, fire, and other City services be unduly burdened or adversely affected by the Special Event?
- h) Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
- i) Does the Applicant or Promoter owe any taxes, fines, or other fees to the City?
- j) Such other factors as the Committee may deem necessary or important in evaluating an application.

6. The Building Department shall notify a Promoter in writing of the Committee's decision to recommend denial or approval of an event and when the application will go before the Board of Alderman for final consideration. If the application is recommended for approval, the Promoter shall be notified of any specific requirements determined by the Committee and the time frame for completing such requirements.
7. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.

PAYMENT OF FEES

8. All fees payable to the City of Starkville in connection with an application and Special Event shall be paid with a check, money order or credit card in the name of the organization stated on the application and not later than the time period set forth in these guidelines. Payment shall be made payable to the City of Starkville. Promoter shall pay the City interest, at the highest lawful rate per annum, on all amounts due after 30 days of receipt of invoice.
9. SECURITY DEPOSIT - The minimum security deposit shall be required at the time the Board of Alderman approve the Special Event application and determine the need for a security deposit. The security deposit shall be refunded, if at all, in accordance with these guidelines. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all of the terms and conditions of a Permit (including, without limitation, the compliance with all of the terms and conditions of these guidelines) in the form of a security (performance) bond or a cashier's check made payable to the City of Starkville ("Additional Security Deposit").

A pre-event and post-event site inspection may be conducted by the applicant and the designated Special Event Coordinator/Manager to determine existing conditions. The City may apply all or part of the security deposit and additional security, if any, to any charges due from Promoter or to cure any default of Promoter under the Permit (including, without limitation, charges related to the clean-up and restoration of the areas used by the Promoter, the City shall refund to Promoter any portion of the security deposit and additional security, if any, not used by the City in accordance with the Permit.

If City services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public services personnel, sanitation department personnel, street department personnel and equipment) are to be provided and are not considered to be part of a City sponsorship request, the Security Deposit will include an amount established by the Committee in a budget for estimated service costs coordinated by the Committee with other departments. Said budget shall be provided to the Applicant at least 60 days prior to the event. Within 30 days after the event, the City shall furnish to the Promoter or applicant a statement reflecting the actual costs incurred by the City for such services (the "Actual Service Costs"). The Actual Service Costs shall be deducted from the Security deposit and retained by the City.. If the Security deposit exceeds the actual service costs, the City shall refund the excess amount. If the Security Deposit is not sufficient to pay the Actual Service Costs, the difference must be paid by the Promoter or host within 10 days after receipt of notice to pay from the City. Any interest earned on the Security deposit shall accrue to the benefit of the City.

10. FEES -

a) ELECTRICAL CONNECTION FEES – The Promoter shall pay the following fees for electrical connection to the permanent power sources as utilized:

\$50.00 per day per connection

b) SECURITY DEPOSIT FEES – If deemed appropriate by the Board of Aldermen, the Promoter shall pay a 50% deposit for the cost of the estimated initial city in-kind services necessary for the event. Any additional costs will be determined as the project proceeds and will become the “Additional Security Deposit” referenced in section 9.

CANCELLATION AND REVOCATION POLICY

11. The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.
12. The City of Starkville may revoke a Permit at any time due to the failure of Promoter to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Promoter.
13. The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Promoter’s failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the City.

14. Promoter shall notify the Building Department and copy the Board of Aldermen and the Event Committee in writing if he intends to cancel or change the dates of the event. No refunds of any security deposit shall be made if Promoter cancels the event for any reason whatsoever within 90 days of the scheduled date.
15. If the event is cancelled or postponed due to a force majeure event, Promoter may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location.

INSURANCE REQUIREMENTS

16. The Promoter or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods:
(Those exempt from the noted insurance requirements shall be arts, wares and crafts vendors, food vendors and artisans)
 - a) Statutory Limits of Workers Compensation Insurance (if applicable)
 - b) Employers Liability \$1,000,000.00
 - c) Commercial General Liability \$1,000,000.00
 - d) General Aggregate \$1,000,000.00
 - e) Product/Completed Operations Aggregate \$1,000,000.00
 - f) Personal & Adv. Injury \$1,000,000.00
 - g) Per Occurrence \$1,000,000.00
 - h) Medical Coverage \$5,000.00 per person
 - i) Fire Liability \$50,000.00 per fire
 - j) Liquor Liability Endorsement \$1,000,000.00/per claim
 - k) Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)

The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

All such insurance shall (i) be issued by a carrier that is licensed to do business in the State of Mississippi; (ii) name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville.

Certificates of Insurance shall be delivered to the Building Department within 30 days prior to the first day of the Special Event. Each such Certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to the City. Certified copies of insurance policies shall be furnished to the City of Starkville upon request.

GENERAL RULES AND REGULATIONS

17. COORDINATION OF CITY SERVICES - To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that certain services shall be provided by the City with the Promoter reimbursing the City as authorized by the Board of Aldermen and upon demand for all costs associated with the provision of such services (referred to in these guidelines as "City Services"). City services include, among other things, police protection, crowd control, fire protection, emergency medical service, street closures, and traffic and parking control and sanitation. The Committee will determine the minimum staffing levels needed by the City to provide City services for an event. The City of Starkville assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event. There will be a 4-hour minimum charge for each City of Starkville employee engaged by the Applicant in connection with an event. Depending upon the scope and nature of the event, the City may require in its discretion that the Applicant pay to the City for a City employee to serve as an overall on-site Event Coordinator ("Event Coordinator"), whose responsibility will be to coordinate the provision of City services.
18. PUBLIC SAFETY – At an event, off-duty and/or on-duty Starkville police personnel shall provide the following functions: public safety and crowd control, overnight security and backstage security, escort for entertainment, escort for transportation of cash, and supervision of street closures and parking. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof in connection with a Special Event and may post signs to such effect.
19. FIRE PROTECTION AND EMERGENCY SERVICES – At an event, off-duty and/or on-duty Starkville fire and emergency services personnel shall provide the following functions: fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If a Promoter desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. The City of Starkville shall not be responsible for reimbursing Promoter for potential lost revenue from the sale of tickets or for reimbursing the Promoter or patron for the cost of previously sold tickets that are denied entrance to an event once the Fire Department or Event Coordinator has determined the event shall be closed or postponed due to weather or for other reasons enumerated under section 11.

20. STREET CLOSURES – Certain streets within the City of Starkville may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any Special Event. Applicant shall submit its request for any street closure at the time of the Application; the Committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of barricades and signs shall be the responsibility of and paid for by the Promoter, which costs shall be paid in advance of the Special Event if required by the Event Coordinator.
21. PARKING AND TRANSPORTATION –
- a) If necessary and appropriate, the Promoter shall hire a professional parking company to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Promoter shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, Event participants, patrons (including parking for handicapped patrons), media and special guests.
- b) Any parking directional signs required by the City will be the responsibility of the Promoter.
22. SITE PLAN –
- a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit. A final site plan, which must be approved by the Events Committee, shall be submitted a minimum of 14 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the City.
- b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Events Committee, designated Events Coordinator or their designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan will be conducted prior to the event opening.

23. PROPERTY MANAGEMENT –

a) Removal or alteration of any part of the City areas is strictly prohibited, except as otherwise approved in writing by the Event Committee

b) It is the responsibility of the Promoter to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to construction of the event. Upon completion of the event, Promoter shall promptly repair and/or replace, as appropriate, any damage to the City or any other premises or property so as to restore the same to the order, condition, and state of repair prior to the Special Event. If the Promoter fails to promptly repair, replace and restore such property, the City may do so and deduct the costs thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit). If no security deposit is required, the Promoter shall pay as authorized by the Board of Aldermen the cost of any and all repairs to city facilities and assets that are necessitated by the event.

c) Vehicular traffic is allowed within the Event area during setup and teardown; however, except as may be permitted by the designated Event Coordinator, Promoter shall restrict subcontractors and delivery trucks to the sidewalks and roadways to reduce the likelihood of damage to the City's permanent amenities.

d) Promoter shall notify and coordinate with the Event Coordinator in order to erect a temporary structure or install a temporary service. Examples of temporary construction/service include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, and telephone service.

e) Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.

f) Promoter shall use only an electrical contractor licensed by the State of Mississippi or City of Starkville electric department personnel for the connection and use of temporary power. Power connection to permanent power sources shall be coordinated with the Starkville Electric Department.

g) Promoter shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Promoter. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. Promoter shall line all trash containers with appropriately sized plastic bags. If required, Promoter shall arrange with the City Sanitation Department for storage containers to hold trash and litter collected throughout the event. Overnight storage of garbage, trash or other debris shall be in containers with lids. Additional pickups and times for said pickups by the City sanitation department shall be coordinated with the assigned Event Coordinator or the Sanitation Department head.

h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the designated Events Coordinator may be removed and stored by the City at the expense of the Promoter, Planner or host. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

i) The portable toilets that may be required to be located at the event site by and at the sole cost of the Promoter are based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. Promoter is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.

Promoter may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

Attendance	1-4 Hours	5-10 Hours *
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

j) Promoter shall maintain any portion of the City and all other property and facilities used by Promoter in connection with the event in a good, first-class condition. If Promoter fails to do so, the City may perform such maintenance or repair of any such portion or property and Promoter shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).

k) Promoter shall dispose of wastewater (any water from food preparations, hand-washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

24. CONCESSIONS –
- a) Concessionaires and caterers must have proper licenses with the City
 - b) Glass containers are prohibited.
25. NOISE – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the suspension of all activities associated with the event and possible revocation of the Permit.
26. BANNERS AND SIGNS – All posters, graphics, banners and signs (“signs”) placed throughout the City of Starkville shall be professionally executed, comply with any applicable ordinances, rules, or regulations of the City, and be approved in writing by the Event Coordinator. A Promoter shall obtain prior written permission from the Event Coordinator to hang signs in any area of the City. All signs shall be designed and constructed such that they do not leave adhesive residue on property when removed. Balloons releases or other inflated signs anchored to the ground, a building or other structure are prohibited.
- a) Permanent City Signs – Promoter shall not remove or cover up any of the permanent signs (sponsored or otherwise) within the City.
 - b) Event Signs – Sponsorship and event signs are allowed within the City on the designated light posts only with the approval of the Event Committee, and these banners and signs shall only be hung by using the bracket approved by the City or a cable tie. Event signs shall be displayed according to the timeline approved by the Committee. Event signage shall be removed 48 hours after the close of the event.
 - c) Directional and Promotional Signs - Promoter shall not erect, maintain or display placards, signs or any form of advertising anywhere within the City without the prior written consent of the Event Committee.. Any placard, sign, or other form of advertising erected, maintained or displayed without such consent may be removed by the City at the Promoter’s expense. The Starkville Street Department shall supervise the placement of all directional/ promotional signs placed on public streets. The rental cost of directional signs will be the responsibility of the Promoter and it may be necessary for payment of such services and products to be paid in advance of the Special Event.
 - d) Street Banners – For those events where the City of Starkville is a sponsor, subject to availability, and with the written approval of the Committee, Promoter may produce at its own expense two vinyl promotional banners (per Starkville specifications and approval) to be hung on Main Street at Montgomery for display a maximum of two weeks prior to the event. Banners shall be removed within 48 hours after the close of the event.

27. INDEMNITY – An applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event.
28. DISCRIMINATION –
- a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.
 - b) Americans With Disabilities Act – Promoter shall cause the event to comply with the Americans with Disabilities Act.
29. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS –
- a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.
 - b) Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.
 - c) The issuance of a Special Event Permit grants permission to use the public property proposed to be used in connection with the Special Event (the “licensed premises”). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Event Coordinator first authorizes in writing.
30. MISCELLANEOUS –
- a) Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Promoter shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.
 - b) A holder of a Permit may not and shall have no authority to assign, sell, transfer, pledge, encumber, or otherwise convey a Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.
 - c) No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

- d) The City of Starkville may hold itself exempt from these guidelines.
- e) The City through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.
- f) Promoter shall pay all taxes and unemployment insurance for persons employed by the Promoter as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the City from any such contributions or taxes or liability therefore.
- g) The designated Special Event Coordinator or his designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.
- h) The City of Starkville personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.
- i) Promoter recognizes and acknowledges that other parties may utilize a portion of the City, and Promoter agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.

EXCEPTIONS

- 31. The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for a sponsorship or waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said sponsorship, if approved, shall be considered to apply to the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.

DEFINITIONS

32. The following are definitions of the terms used in the Event Guidelines:

a) *Applicant* means a Promoter, Planner or host.

b) *Application Fee* means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.

c) *Board of Aldermen* means the legislative body of the City of Starkville.

d) *Contractor or Subcontractor* means the business entity or person that is operating to perform services, work or furnish supplies in the furtherance of the event.

e) *Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

f) *Events Coordinator* means the City official designated by the Board of Aldermen on an ad hoc basis as primarily responsible for managing Special Events or a particular designated event.

g) *Facilities* mean, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

h) *Guidelines* mean these Event Guidelines.

i) *Person* means an individual, firm, partnership, corporation, association, or other legal entity.

j) *Planner* means the person planning a Function, including the Planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner.

k) *Promoter* means the person seeking to hold an Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.

l) *Pyrotechnics* means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

m) *Reimbursable Costs* means all costs and expenses incurred by the City for activities associated with the staging of the Event, including, without limitation, the following:

- Utilities services provided, including all of the costs of installation, maintenance, and connection
- Repair, maintenance, and removal of facilities in the event of a failure of the Planner, Promoter or Host
- Repair of streets, alleys, sidewalks, parks, and other public property
- Police protection
- Fire protection
- Emergency medical service
- Garbage disposal and cleanup
- Other direct costs associated with the Event

n) *Restaurant/Retail Promotional Event* means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not allowed by the applicable zoning district.

o) *Special Event* means an Event held within the city that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the Event and/or requests services or assistance from the city for holding the proposed Event. Examples of an Event include, without limitation, exhibitions, concerts, parades and charity races.

p) *Special Event Committee (The Committee)* means a committee consisting of, the Building Official, Chief Administrative Officer, Police Chief, Fire Chief, City Engineer, Public Services Department Head, Electric Department Head, Sanitation Department Head and other such additional City staff as deemed necessary and appropriate by The Committee.

q) *Special Event Permit or Permit* means the City's written authorization to hold a Special Event. The permit may impose terms and conditions, and is subject to the guidelines of the City.

r) *Sponsorship* means that the City of Starkville participates with in-kind services and/or contributes some portion of the 2% funds or general fund monies to the Event at the sole discretion of the Board of Aldermen. Any approved sponsorship shall require that the event include in advertising the City of Starkville at the level that corresponds to the level of in kind services and/or funding provided to the Promoter/Planner/Person responsible for the coordination of the event.

s) *City* means the City of Starkville, Mississippi.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of advertising for a public hearing to consider an ordinance revision pertaining to Chapter 82 Article III. Assembles, Parades, and Processions

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

ARTICLE III. - ASSEMBLIES, PARADES, PROCESSIONS AND OTHER SPECIAL EVENTS [121](#)

Footnotes:

--- (2) ---

Cross reference— Animals, ch. 18; streets, sidewalks and other public places, ch. 98; traffic and vehicles, ch. 106.

State Law reference— Authority of municipality to regulate processions and enforce crowd control and safety, MCA 1972, § 63-3-211, 21-19-1, 21-19-15.

DIVISION 1. - GENERALLY

Sec. 82-51. - Enforcement.

Nothing contained in this article shall prohibit the authority of any officer to arrest a person engaged in any acts or activities for which a permit has been granted under the City's Special Events Policy, if the conduct of such person violates the laws, or if such person obstructs the public streets and sidewalks of the city or engages in acts that cause a breach of the peace.

(Code 1977, § 18-74)

Sec. 82-52. - Dispersal of activity.

Whenever the free passage of any street or sidewalk in the city shall be obstructed by a crowd, congregation, parade, meeting, assembly or procession, or the conduct of two or more persons, except as authorized by any permit issued pursuant to the City's Special Events Policy, the persons comprising such group shall disperse or move when directed to do so by a police officer. It shall be unlawful for any person to refuse such direction to move or disperse and such refusal shall be a violation of this article.

(Code 1977, § 18-83)

Secs. 82-53—82-65. - Reserved.

DIVISION 2. - PERMIT

Sec. 82-66. - Required.

It shall be unlawful for any person to organize or hold or participate in any parade, meeting, assembly or procession of persons and/or vehicles on the streets or sidewalks within the city unless such activity shall have first been authorized by a written permit pursuant to the City's Special Events Policy.

(Code 1977, § 18-75)

Sec. 82-67. - Application.

Any person desiring a permit required by the provisions of this division shall make application therefor to the Community Development Department through the City's Special Events application process.

Sec. 82-68. - Public Health, Safety, & Welfare .

In analyzing a Special Event application as part of the City's Special Events Committee, the chief of police, or his designee, shall consider:

- (1) The number of persons to participate;
- (2) Anticipated traffic conditions at the time and date proposed for the activity;
- (3) Schedule of other similar activities for which permits may have been issued;
- (4) Adequacy of adult supervision for any minors scheduled to participate;
- (5) Availability of city personnel whose presence on duty may be required by the activity and by the necessity to protect the general public; and
- (6) Adequacy of public facilities in the location proposed for the activity to accommodate the proposed activity and the normal public use of public facilities in the proposed location.

(Code 1977, § 18-77)

Sec. 82-69. - Issuance.

The Special Events permit required by this division shall be issued by the City upon application therefor and approval of the Starkville Board of Aldermen.

(Code 1977, § 18-78)

Sec. 82-70. - Modifications.

If the chief of police or his designee, acting in their roles on the Special Events Committee as outlined in the City's Special Events Policy, determines from the application for a permit under this division that the proposed parade or march will unduly interfere with and impede traffic on the public streets, alleys and ways over which the parade or march will pass, and/or the public streets, alleys and ways that intersect the public streets, alleys and ways over which the parade or march will pass, he shall so advise the applicant in writing and shall suggest such modifications in the application which, if made, will not unreasonably interfere with and impede normal traffic on the public streets, alleys and ways by such parade or march. Such modifications may include:

- (1) Changing or altering the route of the march or parade;
- (2) Changing the date and/or time of day the parade or march will be made;
- (3) Changing or altering the length of the march or parade;
- (4) Changing the width of the parade or march, i.e., from requiring the whole width of the public street, alley or way to a lesser part of the width, to be specified;
- (5) Any combination of the foregoing suggested areas of modifications;
- (6) Any other modification that will cause such parade or march to not unduly interfere with and impede normal traffic on such public streets, alleys and ways of the city.

(Code 1977, § 18-79)

Sec. 82-71. - Deviation from conditions of permit.

It shall be unlawful for any person participating in any act or activity for which a Special Events permit has been granted under the provisions of this division to deviate from or alter any of the terms or conditions of such permit.

(Code 1977, § 18-80)

Sec. 82-72. - Display.

Every person having a Special Events permit issued under the provisions of this division shall have such permit in his possession during the activity permitted thereby, and shall display such permit upon the request of any law enforcement officer. Failure to display such permit shall be deemed a misdemeanor.

(Code 1977, § 18-81)

Sec. 82-73. - Revocation.

Any permit issued under the provisions of this division may be revoked by the City for the violation by the permittee of any law.

(Code 1977, § 18-82)

Sec. 82-74. - Contents; filing of copy.

Upon issuance of a Special Events permit required by this division, the permit shall contain therein all information contained in the application therefor and a signed copy of such permit shall be kept with the application in the City's Community Development Department.

(Code 1977, § 18-84)

Secs. 82-75—82-90. - Reserved.

ARTICLE III. - ASSEMBLIES, PARADES AND PROCESSIONS^[2]

Footnotes:

--- (2) ---

Cross reference— Animals, ch. 18; streets, sidewalks and other public places, ch. 98; traffic and vehicles, ch. 106.

State Law reference— Authority of municipality to regulate processions, MCA 1972, § 63-3-211.

DIVISION 1. - GENERALLY

Sec. 82-51. - Enforcement.

Nothing contained in this article shall prohibit the authority of any officer to arrest a person engaged in any acts or activities for which a permit has been granted under this article, if the conduct of such person violates the laws, or if such person obstructs the public streets and sidewalks of the city or engages in acts that cause a breach of the peace.

(Code 1977, § 18-74)

Sec. 82-52. - Dispersal of activity.

Whenever the free passage of any street or sidewalk in the city shall be obstructed by a crowd, congregation, parade, meeting, assembly or procession, or the conduct of two or more persons, except as authorized by any permit issued pursuant to division 2 of this article, the persons comprising such group shall disperse or move when directed to do so by a police officer. It shall be unlawful for any person to refuse such direction to move or disperse and such refusal shall be a violation of this article.

(Code 1977, § 18-83)

Secs. 82-53—82-65. - Reserved.

DIVISION 2. - PERMIT

Sec. 82-66. - Required.

It shall be unlawful for any person to organize or hold or participate in any parade, meeting, assembly or procession of persons and/or vehicles on the streets or sidewalks within the city unless such activity shall have first been authorized by a written permit therefor.

(Code 1977, § 18-75)

Sec. 82-67. - Application.

Any person desiring a permit required by the provisions of this division shall make application therefor to the chief of police, which application shall contain the following information:

- (1) The name and local and permanent address of the applicant.
- (2) The name and address of the person the applicant represents.
- (3) The exact time and date of commencement and termination of each act or activity desired.

- (4) The purpose, location and route of such act or activity, if applicable.
- (5) The person, group, association or body to be authorized under the permit to do such act or activity and the number of persons to participate.
- (6) The age of any minors who may participate in such activity, and the name of the person who will be responsible for such minors.
- (7) Such other relevant information as the chief of police may require for the investigation of the applicant.

(Code 1977, § 18-76)

Sec. 82-68. - Determination of issuance.

In deciding whether to issue a permit under the provisions of this division, the chief of police shall consider:

- (1) The number of persons to participate;
- (2) Anticipated traffic conditions at the time and date proposed for the activity;
- (3) Schedule of other similar activities for which permits may have been issued;
- (4) Adequacy of adult supervision for any minors scheduled to participate;
- (5) Availability of city personnel whose presence on duty may be required by the activity and by the necessity to protect the general public; and
- (6) Adequacy of public facilities in the location proposed for the activity to accommodate the proposed activity and the normal public use of public facilities in the proposed location.

(Code 1977, § 18-77)

Sec. 82-69. - Issuance.

The permit required by this division shall be issued by the chief of police upon application therefor; provided, however, that such permit may be denied or refused if it shall appear that the applicant therefor or the act or activity requested by such application shall be violative of law.

(Code 1977, § 18-78)

Sec. 82-70. - Denial, modifications.

If the chief of police determines from the application for a permit under this division that the proposed parade or march will unduly interfere with and impede traffic on the public streets, alleys and ways over which the parade or march will pass, and/or the public streets, alleys and ways that intersect the public streets, alleys and ways over which the parade or march will pass, he shall so advise the applicant in writing and give, in reasonable details, the reason he will not issue a permit for such parade or march, and shall suggest such modifications in the application which, if made, will not unreasonably interfere with and impede normal traffic on the public streets, alleys and ways by such parade or march. Such modifications may include:

- (1) Changing or altering the route of the march or parade;
- (2) Changing the date and/or time of day the parade or march will be made;
- (3) Changing or altering the length of the march or parade;

- (4) Changing the width of the parade or march, i.e., from requiring the whole width of the public street, alley or way to a lesser part of the width, to be specified;
- (5) Any combination of the foregoing suggested areas of modifications;
- (6) Any other modification that will cause such parade or march to not unduly interfere with and impede normal traffic on such public streets, alleys and ways of the city.

If such suggested modifications shall be incorporated in an amended application for a permit, the chief of police shall forthwith issue a permit for such parade or march.

(Code 1977, § 18-79)

Sec. 82-71. - Deviation from conditions of permit.

It shall be unlawful for any person participating in any act or activity for which a permit has been granted under the provisions of this division to deviate from or alter any of the terms or conditions of such permit.

(Code 1977, § 18-80)

Sec. 82-72. - Display.

Every person having a permit issued under the provisions of this division shall have such permit in his possession during the activity permitted thereby, and shall display such permit upon the request of any law enforcement officer. Failure to display such permit shall be deemed a misdemeanor.

(Code 1977, § 18-81)

Sec. 82-73. - Revocation.

Any permit issued under the provisions of this division may be revoked by the chief of police for the violation by the permittee of any law.

(Code 1977, § 18-82)

Sec. 82-74. - Contents; filing of copy.

Upon issuance of a permit required by this division, the permit shall contain therein all information contained in the application therefor and shall be signed by the chief of police, and a signed copy of such permit shall be kept with the application, both on file in the office of the chief of police.

(Code 1977, § 18-84)

Secs. 82-75—82-90. - Reserved.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 8-21-2018
PAGE: 1 of 1

SUBJECT: Update from Starkville Utilities on issues with new AMS meters.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman David Little

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 8-21-2018
PAGE: 1 of 1

SUBJECT: Update from City Engineer on Locksley way multi-purpose path extension.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman David Little

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: August 21, 2018
PAGE: 1

SUBJECT: Consideration of authorizing the Mayor to execute the Liberty Insurance Underwriters, Inc. Application for Excess Loss Insurance

AMOUNT & SOURCE OF FUNDING: Premiums are included in amounts budgeted for employee health insurance and are distributed ratably among all city departments based on numbers of employees.

HISTORY: The city self-funds its employee health insurance benefits and reinsures any large claims. Third party administrative services for the self-insurance are provided by Blue Cross and Blue Shield. The reinsurance coverage is provided by Liberty Insurance Underwriters Inc. Additional documents for these services will be presented to the Board during its Regular Meeting on September 4, 2018. However, the reinsurance coverage needs to be signed by August 24 to accept the current proposed rates under our current contract.

**REQUESTING
DEPARTMENT:** Alderman

**DIRECTOR'S
AUTHORIZATION:** Alderwoman Sandra Sistrunk

FOR MORE INFORMATION CONTACT: Sandra Sistrunk

SUGGESTED MOTION: Approval of authorizing the Mayor to execute the Liberty Insurance Underwriter's Inc. Application for Excess Loss Insurance.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 11

SUBJECT:

A Special Event request by The Greater Starkville Development Partnership to hold the third annual Night Market and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$2,051.00 with the funding being indirectly associated with the cost of city services from two departments.

Estimated costs of the City's in-kind services:

Sanitation Department	\$ 421.00
Street Department (bollards)	\$ 1000.00
<u>Police Department</u>	<u>\$ 630.00</u>
TOTAL	\$ 2,051.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the third annual Night Market and have City participation with in-kind services on August 31, 2018 from 5 pm to 10 pm. The event will have a setup time of 2:00 pm and a takedown time of 11:00 pm. Insurance has been provided for review.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2018 Night Market and have City participation with in-kind services on August 31, 2018.

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Paige Watson</u>		Organization Name <u>GSDP</u>	
Address <u>200 East Main Street</u>		City <u>Starkville</u>	State <u>MS</u> Zip <u>39759</u>
E-Mail Address <u>pwatson@starkville.org</u>		Web Site Address <u>Visit.Starkville.org</u>	
Telephone Number <u>323-3322</u>	Facsimile <u>323-5815</u>	Mobile Number <u>418-0924</u>	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ For Profit Organization ☒ Other <u>Partnership</u>		Non-Profit Organization (501.C3 Tax Identification # _____)	
On-Site Contact <u>Paige Watson</u>		Mobile Number for On-Site Contact <u>418-0924</u>	

EVENT INFORMATION

Event Name <u>Night Market</u>		Event Date(s) <u>8/31/18</u>		Time <u>pm</u>	
Type of Event: (check all that apply)		☐ Carnival ☒ Concert/Performance ☒ Festival ☐ Professional Filming ☐ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception ☐ Run/Walk ☐ Sports/Recreational ☐ Other _____			
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>9/1/17</u>			
		What was past attendance? <u>2,000 +</u>			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>Free / \$10-15 tickets</u>		Estimated Total Budget <u>approx. \$10K</u>	
Proposed Area (check all that apply)		☐ Cotton District ☐ Main Street ☐ City Park ☒ Other <u>Fire Station Park / Lampkin Street</u>			
Setup: (first item to be loaded in on site) Date: <u>8/31</u> Time: <u>2:00 pm</u>		Tear down: (last item removed) Date: <u>8/31</u> Time: <u>11:00 pm</u>		Estimated Attendance Participants: _____ Spectators: <u>2,000</u> Est # Hotel Rooms: _____	
Known Current Sponsor(s) <u>Starkville Main Street Association</u>		Beneficiary(ies) <u>Starkville Main Street Association</u>			

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No		If Yes, provide the following: ☐ Recorded Music ☒ Live Music ☐ Other (please describe)	
If Yes, provide the following: Sound System ☐ Yes ☒ No Lighting System ☐ Yes ☒ No Stage ☐ Yes ☒ No Dance Floor ☐ Yes ☐ No			
Will the event feature food/beverage service? ☒ Yes ☐ No <i>Beer</i>		If Yes, provide Current Known Vendor Names/Telephone # <i>Clark BW. Mitchell Distr.</i>	
Open Flames or Cooking ☐ Yes ☒ No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>		Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☐ Charcoal ☐ Other	
Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted.		Street: <i>See attached</i> ☐ Main Street/University ☐ Russell Street ☐ Other <i>Lampkin</i> Closing Day/Time <i>2:00pm</i> Opening Day/Time <i>11:00pm</i>	
Tents or Canopies ☒ Yes ☐ No Applicable if larger than 20' x 15'		If Yes, provide the following: Company <i>Busylad</i>	
Approximate Number of Tents/Size(s) <i>30-35 (10' x 10')</i>			
Temporary Perimeter Fencing ☐ Yes ☒ No *Indicate fence locations on site plan		If Yes, provide the following: Company Provide approximate dimensions of fenced area	
Restrooms, Dumpsters, Sinks ☒ Yes ☐ No		If Yes, provide the following: Company <i>TBD</i>	
Other Requirements? ☐ Yes ☒ No		Number of: <i>2</i> Portables <i> </i> ADA Portables <i> </i> Restroom Trailers <i> </i> Dumpsters <i> </i> Sizes <i> </i> Hand washing Sinks	
Explain <i>Portable restrooms</i>			

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

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Phone: (662) 323-2525

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Trash Collection	☒ Yes [] No	Requirements: <i>Normal game day service + trash pickup in FSP</i>	
Street Sweeper	☒ Yes [] No		
Extra Pickups	[] Yes [] No		
		Number of Workers	Hours

Electrical Services	☐ Yes ☒ No	Requirements:
*Event must use a licensed electrician <i>TBD</i>		Supplemental [] Generator(s) # _____
		Equipment [] Light Tower(s) # _____
		(Check all that apply)

Professional Parking/Valet	[] Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	[] Yes ☒ No	If Yes, provide the following:		
		Company		
		Contact Name	Phone	

Climate Control	[] Yes ☒ No	If Yes, provide the following:		
		Company		
		Type (check all that apply)	[] Fan (pedestal, box, etc.)	
			[] Misting Air	
			[] Air-conditioning	
			[] Heater(s)	

Pyrotechnics / Laser / Special Effects	[] Yes ☒ No	If Yes, provide the following:		
		Company		
		Contact Name	Phone	
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget	

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|---|---|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☐ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☐ i. First Aid Station | ☒ o. Signs/banners |
| ☐ d. Bleachers | ☐ j. Golf Carts | ☐ p. Ticket agent |
| ☒ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☒ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other _____ |

Explanation of items checked above (list letter for reference):

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency GCM - See Attached		
Name of Insurance Agent		
Address		
City Starkville	State MS	Zip 39759
Phone	Fax	Policy#

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Starkville, MS 39759

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REFERENCES (For first time event or out of town applicants or as required)

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

Contact Name _____	Contact Name _____
Company _____	Company _____
Telephone # _____	Telephone # _____
Relationship _____	Relationship _____

** Lack of Reference is not Grounds for Denial of Application.*

Signature _____	Date: _____
Application received by: _____	Date: _____

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Greater Starkville Development Partnership (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

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THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: Paige Watson
TITLE: Special Events and Projects
Coordinator

ATTEST:

BY: B. Young
8/8/18



City of Starkville - Building Department

110 West Main Street
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SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name Paige Watson		Organization Name GSDP	
Address 200 E. Main St.	City Starkville	State MS	Zip 39759
E-Mail Address pwatson@starkville.org		Web Site Address Visit.starkville.org	
Telephone Number 323-3322	Facsimile 323-5815	Mobile Number 418-0924	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other Partnership			

EVENT INFORMATION

Event Name Night Market	Event Date(s) 8/31/18	Event Time 5-10 PM
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Road Closure Sanitation Possible Electric Funding request in dollars: 		Other sources of event funding: Vendor fees Starkville Main St Assoc.

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

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Phone: (662) 323-2525

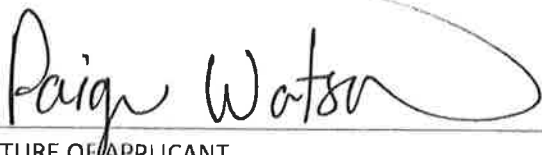
Fax: (662) 323-4143

Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio	☒ Yes	☐ No
Television	☐ Yes	☒ No
Print Ads	☒ Yes	☐ No
Press Release	☒ Yes	☐ No
Fliers/Posters	☒ Yes	☐ No
Direct Mail	☒ Yes	☐ No
Billboards	☐ Yes	☒ No
Other	☒ Yes	☐ No
Explain:	<u>Social media and web</u>	

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.



SIGNATURE OF APPLICANT

8/8/18

DATE



Starkville Fire
Department

E Lampkin St

Russell St

E Lampkin St

E Lampkin St

BankFirst
Financial Ser

Google

Renaissance Bank



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 11

SUBJECT:

A Special Event request by Starkville Fire Department to hold the Pink Heals 5K and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$280.00 with the funding being indirectly associated with the cost of city services from one department.

Estimated costs of the City's in-kind services:

<u>Police Department</u>	<u>\$ 280.00</u>
TOTAL	\$ 280.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the Pink Heals 5k and have City participation with in-kind services on October 20, 2018. The event will have a setup time of 7:00 am and a takedown time of 12:00 pm.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2018 Pink Heals 5k and have City participation with in-kind services on October 20, 2018.

City of Starkville - Building Department

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Starkville, MS 39759

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Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Charles Yarbrough</u>		Organization Name <u>Starkville Fire Dept.</u>	
Address <u>503 E. Lamphkin Street</u>		City <u>Starkville</u>	State <u>MS</u>
E-Mail Address <u>C.Yarbrough@cityofstarkville.org</u>		Zip <u>39759</u>	
Web Site Address			
Telephone Number <u>662-722-0051</u>	Facsimile <u>662-324-</u>	Mobile Number <u>662-722-0051</u>	Pager Number
Type of Organization ☐ Individual ☒ Charitable ☒ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ For Profit Organization ☐ Other _____			
On-Site Contact <u>Charles Yarbrough</u>		Mobile Number for On-Site Contact <u>662-722-0051</u>	

EVENT INFORMATION

Event Name <u>Pink Heals 5K Run/Walk</u>		Event Date(s) <u>10-20-18</u>		Time	
Type of Event: (check all that apply)		☐ Carnival ☒ Fundraiser ☒ Run/Walk ☐ Concert/Performance ☐ Parade ☐ Sports/Recreational ☐ Festival ☐ Private Gathering ☐ Other _____ ☐ Professional Filming ☐ Reception			
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>10-20-15</u>			
		What was past attendance? <u>100+</u>			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>\$25.00</u>		Estimated Total Budget	
Proposed Area (check all that apply)		☐ Cotton District ☒ Main Street ☐ City Park ☐ Other _____			
Setup: (first item to be loaded in on site)		Teardown: (last item removed)		Estimated Attendance	
Date: <u>10-20-18</u>		Date: <u>10-20-18</u>		Participants: <u>100+</u>	
Time: <u>0700</u>		Time: <u>12:00</u>		Spectators: <u>100+</u>	
Known Current Sponsor(s) <u>Pafford Coke, Pink Heals Org, Etc.</u>		Beneficiary(ies)			

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? [☒] Yes [] No		If Yes, provide the following: [☒] Recorded Music [] Live Music [] Other (please describe)	
If Yes, provide the following: Sound System [☒] Yes [] No Lighting System [] Yes [☒] No Stage [☒] Yes [] No Dance Floor [] Yes [☒] No			
Will the event feature food/beverage service? [☒] Yes [] No		If Yes, provide Current Known Vendor Names/Telephone #	
Open Flames or Cooking [] Yes [☒] No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>		Type of Fuel [☒] Gas (check all that apply) [] Electric [] Charcoal [] Other _____	
Does the event propose closing, blocking or using public streets? [☒] Yes [] No If yes, a road closure plan complete with barricades and signage shall be submitted.		Street: Closing Day/Time Opening Day/Time [☒] Main Street/University 10-20-18 0700 1200 [] Russell Street _____ [] Other _____	
Tents or Canopies [] Yes [] No Applicable if larger than 20' x 15'		If Yes, provide the following: Company	
Approximate Number of Tents/Size(s) 10 Tents 10x10			
Temporary Perimeter Fencing [] Yes [☒] No <i>*Indicate fence locations on site plan</i>		If Yes, provide the following: Company Provide approximate dimensions of fenced area	
Restrooms, Dumpsters, Sinks [] Yes [☒] No		If Yes, provide the following: Company	
Other Requirements? [] Yes [☒] No		Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks	
Explain			

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Trash Collection	☒ Yes ☐ No	Requirements:	
Street Sweeper	☐ Yes ☒ No	<i>Trash collection</i>	
Extra Pickups	☐ Yes ☒ No	Number of Workers <i>2</i>	Hours <i>2</i>

Electrical Services	☐ Yes ☒ No	Requirements:	
*Event must use a licensed electrician			
		Supplemental Equipment	☐ Generator(s) # _____
			☐ Light Tower(s) # _____
(Check all that apply)			

Professional Parking/Valet	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Type (check all that apply)	☐ Fan (pedestal, box, etc.) ☐ Misting Air ☐ Air-conditioning ☐ Heater(s)

Pyrotechnics / Laser / Special Effects	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|--|--|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☐ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☒ i. First Aid Station | ☐ o. Signs/banners |
| ☐ d. Bleachers | ☐ j. Golf Carts | ☐ p. Ticket agent |
| ☐ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☐ f. Booths - Vendors selling | ☐ l. Road Closure | ☐ r. Other _____ |

Explanation of items checked above (list letter for reference):

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#

City of Starkville - Building Department

110 West Main Street
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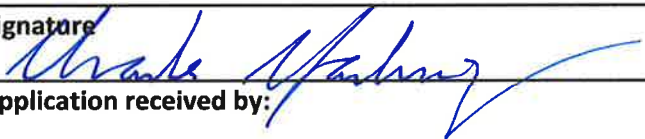
Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Telephone #	_____	Telephone #	_____
Relationship	_____	Relationship	_____

Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Telephone #	_____	Telephone #	_____
Relationship	_____	Relationship	_____

** Lack of Reference is not Grounds for Denial of Application.*

Signature 	Date: 7-3-18
Application received by:	Date:

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Charles Yarbrough (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

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THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: Charles M. [Signature]

TITLE: Fire Chief

ATTEST:

BY: Emily [Signature]

7-25-18

City of Starkville - Building Department

110 West Main Street
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SPECIAL EVENT SPONSORSHIP APPLICATION

CITY OF STARKVILLE

APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name <i>Charles Yarbrough</i>		Organization Name <i>Pink Hearts Starkville Fire Dept.</i>	
Address <i>503 East Lampkin St.</i>	City <i>Starkville</i>	State <i>MS</i>	Zip <i>39759</i>
E-Mail Address <i>C.Yarbrough@cityofstarkville.org</i>		Web Site Address <i>City of Starkville</i>	
Telephone Number <i>662-722-0051</i>	Facsimile <i>662-324-4026</i>	Mobile Number <i>662-722-0051</i>	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other			

EVENT INFORMATION

Event Name <i>Pink Hearts - 5K walk-run</i>	Event Date(s) <i>OCT. 20, 2018</i>	Event Time <i>0800</i>
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: <i>Trash collection</i> <i>Traffic</i> Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

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Phone: (662) 323-2525

Fax: (662) 323-4143

Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio	☒ Yes	☐ No
Television	☒ Yes	☐ No
Print Ads	☒ Yes	☐ No
Press Release	☐ Yes	☐ No
Fliers/Posters	☒ Yes	☐ No
Direct Mail	☐ Yes	☐ No
Billboards	☒ Yes	☐ No
Other	☐ Yes	☐ No

Explain:

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.


SIGNATURE OF APPLICANT

7-3-18
DATE

Choose map location

Starkville ms 39759, U

SEARCH

Get Directions

Import

Help

Route Details

Log as a Workout

Directions / Notes

0 km

Head west on W Main St toward Ames St

0.18 km

Turn left onto Cushman St

0.3 km

Continue onto Yeates St

0.3 km

Head southwest on Yeates St toward Greensboro St

0.31 km

Continue onto Greensboro St

0.77 km

Slight left onto Whitfield St

1.45 km

Head east on Scales St toward Lindberg Blvd

2.15 km

Continue onto W Gillespie St

3.47 km

Head east on E Gillespie St toward Spring St

3.48 km

Turn left onto Spring St

3.64 km

Continue onto Fellowship St

4.06 km

Head west on University Dr toward Old West Point Rd Pass by BancorpSouth Bank (on the left in 0.2 mi)

4.7 km

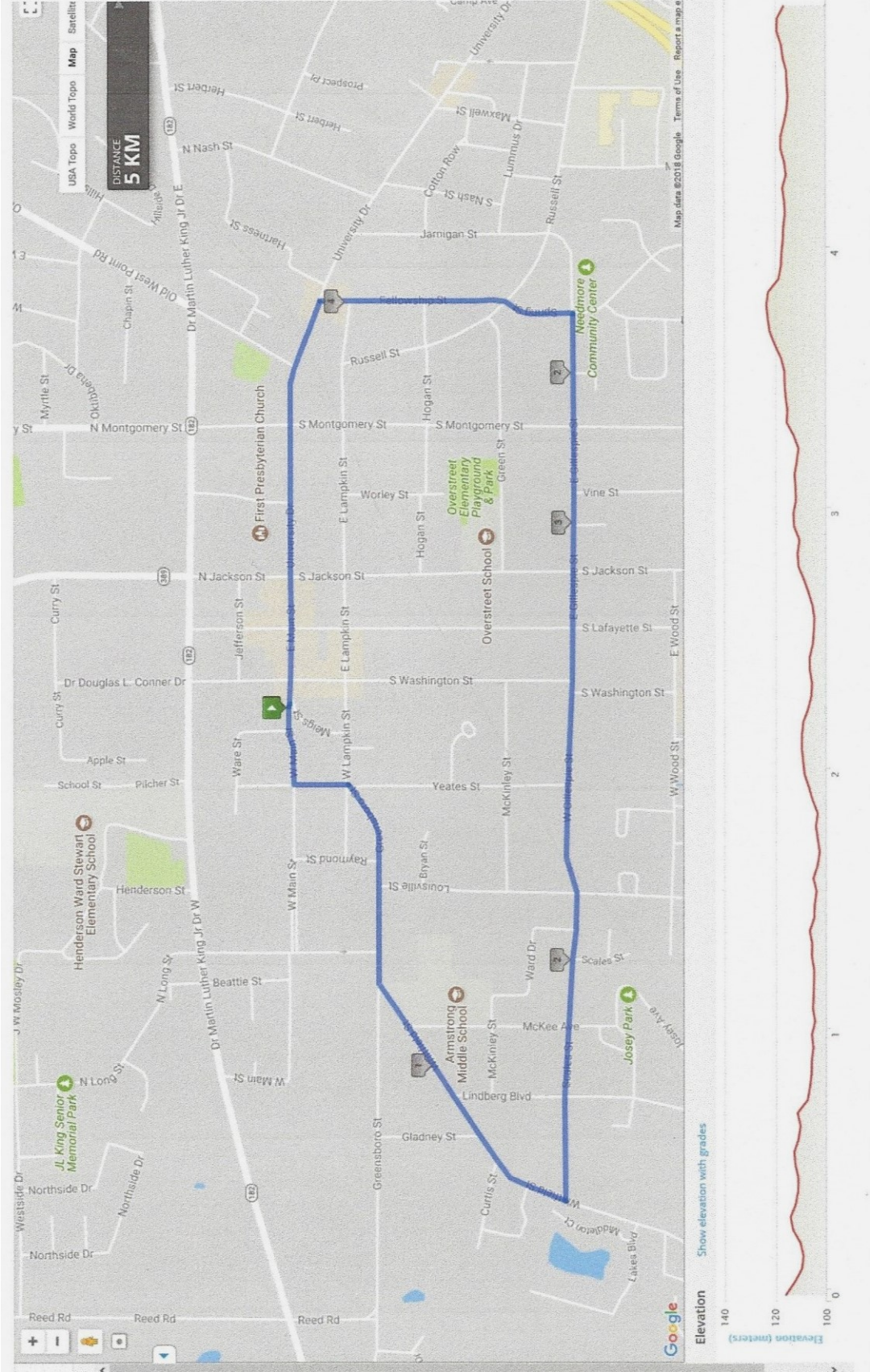
Continue onto E Main St

4.99 km

Head west on W Main St toward Ames St

5 km

Destination





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

AGENDA ITEM DEPT.: Community Dev-Planning
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 11

SUBJECT:

A Special Event request by Anita Lindsey Bush of Mad Mothers Against Domestic Disputes to hold the 2018 Starkville Community Day and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$6,305.50 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 3,937.50
Sanitation Dept.	\$ 1,565.00
Parks Dept.	\$ 500.00
<u>Fire Department</u>	<u>\$ 300.00</u>
TOTAL	\$ 6,305.50

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicant, Anita Lindsey Bush with Mad Mothers Against Domestic Disputes, is requesting in-kind services to hold the 2018 Starkville Community Day at Westside Park. Setup will begin Friday October 12, 2018 at 4:00 PM and tear down will end at 11:00 PM on October 13, 2018. The event will be held on October 13, 2018 from 10:00 AM to 10:00 PM. The last band will begin at 9 pm. There will not be a walk due to scheduling conflicts with Starkville Police Department. Please see the applicant statement and supporting map on page 9 and 10 regarding proposed Budweiser sponsorship. The requested services include SPD, SFD, and Sanitation with a total cost \$6,305.50.

Recommended Conditions of Approval:

1. Proof of insurance is required 30 days prior to October 12, 2018.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move to approve the 2018 Starkville Community Day and have City participation with in-kind services on October 12-13, 2018 with one condition.

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Anta Bush</u>		Organization Name <u>MMADD</u>	
Address <u>185 - Pecan Acres</u>		City <u>Starkville</u>	State <u>Ms</u>
E-Mail Address <u>anta.bush34@gmail.com</u>		Zip <u>39759</u>	
Web Site Address			
Telephone Number	Facsimile	Mobile Number <u>662-648-7171</u>	Pager Number
Type of Organization		☐ Individual ☒ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ Charitable ☐ For Profit Organization ☐ Other _____	
On-Site Contact		Mobile Number for On-Site Contact	

EVENT INFORMATION

Event Name <u>Starkville Community Day</u>		Event Date(s) <u>Oct 12-13</u>		Time <u>10/12 5:00-9:00</u>	
Type of Event: (check all that apply)		☐ Carnival ☐ Fundraiser ☐ Run/Walk ☐ Concert/Performance ☐ Parade ☐ Sports/Recreational ☐ Festival ☐ Private Gathering ☐ Other _____ ☐ Professional Filming ☐ Reception			
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>10-6-2017</u>			
		What was past attendance? <u>4600</u>			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>Free</u>		Estimated Total Budget	
Proposed Area (check all that apply)		☐ Cotton District ☐ Main Street ☒ City Park ☐ Other _____			
Setup: (first item to be loaded in on site) <u>stage/vendors</u>		Teardown: (last item removed) <u>stage/vendors</u>		Estimated Attendance	
Date: <u>10/12/2018</u>		Date: <u>10/13/2018</u>		Participant: <u>5000</u> Spectators: _____ Est.# Hotel Rooms: <u>10</u>	
Time: <u>4:00 pm</u>		Time: <u>1:00 pm</u>			
Known Current Sponsor(s) <u>South wine, west memorial funeral home</u> <u>Harris painting - old - coop</u>		Beneficiary(ies)			

10/13
10:00-11:00
Am Pm

110 West Main Street
Starkville, MS 39759

Fax: (662) 323-4143

Restrooms, Dumpsters, Sinks	☒ Yes ☐ No	If Yes, provide the following: Company Handyman Rental
Other Requirements?	☐ Yes ☐ No	Number of: <u>4</u> Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks
Explain		

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Trash Collection	☒ Yes ☐ No	Requirements:	
Street Sweeper	☐ Yes ☐ No		
Extra Pickups	☐ Yes ☐ No	Number of Workers	Hours

Electrical Services	☒ Yes ☐ No	Requirements:	
*Event must use a licensed electrician		Supplemental Equipment	☒ Generator(s) # _____
			☐ Light Tower(s) # _____
		(Check all that apply)	

Professional Parking/Valet	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Type	☐ Fan (pedestal, box, etc.)
		(check all that apply)	☐ Misting Air
			☐ Air-conditioning
			☐ Heater(s)

Pyrotechnics / Laser / Special Effects	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|---|---|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☐ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☐ i. First Aid Station | ☐ o. Signs/banners |
| ☐ d. Bleachers | ☐ j. Golf Carts | ☐ p. Ticket agent |
| ☒ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☒ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other _____ |

Explanation of items checked above (list letter for reference):

Health Fair will be handing out brochures

American Cancer Society handing out brochures

Road closure for 5K walk "Breast Cancer awareness"

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency

Reynolds Insurance

Name of Insurance Agent

"Chuck"

Address

City

State

Zip

Phone

Fax

Policy#

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Amila Bush

(name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: Anita Bush

TITLE: President (MMAPP)

ATTEST:

BY: Erin Carden
7-11-18

City of Starkville - Building Department

110 West Main Street

Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

**SPECIAL EVENT SPONSORSHIP APPLICATION
CITY OF STARKVILLE****APPLICANT INFORMATION**

This sponsorship request will be attached to and become part of the Event Application

Applicant Name Anita Bush		Organization Name MMADD	
Address 185 - Pecan Acres	City Starkville	State MS	Zip 39759
E-Mail Address anita1nds434@gmail.com		Web Site Address	
Telephone Number	Facsimile	Mobile Number 662-648-7121	
Type of Organization ☐ Charitable ☒ Non-profit organization (501.C3 Tax Identification # <u>82-2597568</u>) ☐ Other			

EVENT INFORMATION

Event Name Starkville Community Day	Event Date(s) Oct 12-13	Event Time Oct 12, 2018 5:00 pm - 9:00 pm Oct 13, 2018 10:00 am - 11:00 pm
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Sanitation department Police department Fire department Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio ☒ Yes ☐ No

Television ☐ Yes ☐ No

Print Ads ☐ Yes ☐ No

Press Release ☐ Yes ☐ No

Fliers/Posters ☒ Yes ☐ No

Direct Mail ☐ Yes ☐ No

Billboards ☐ Yes ☐ No

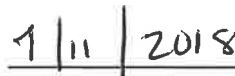
Other ☐ Yes ☐ No

Explain:

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.



SIGNATURE OF APPLICANT



DATE

Anita Bush, Starkville Day Committee
185 Pecan Acres
Starkville, MS 9759
August 13, 218

Emily Corban, AICP
City of Starkville
110 West Main Street
Starkville, MS 39759

Dear Emily Corban:

From Starkville Day Committee: It gives us great pleasure to present the need of sponsorship from Budweiser Company. Seven years ago, Starkville Day originated from Mad Mothers Against Domestic Dispute (MMADD). The purpose of Starkville Day is to bring all communities together to fellowship in unity with "No Violence".

Throughout the day of the event, many activities are available for children and adults to participate in and enjoy: Activities such as Breast Cancer Walk, Dog Show, Football game, School Supplies Giveaway, Gospel Singing, Rhythm & Blues Show, and much more. Various vendors are setup around the park. But like any other event, to be successful, funds must be available. Throughout the year, Starkville Day committee works hard sponsoring various fundraisers; some fundraisers are successful and some are failures. Also, the committee seek sponsorship from various companies and individuals. However, at the end of the day, the committee struggling to make the event possible with very little money,

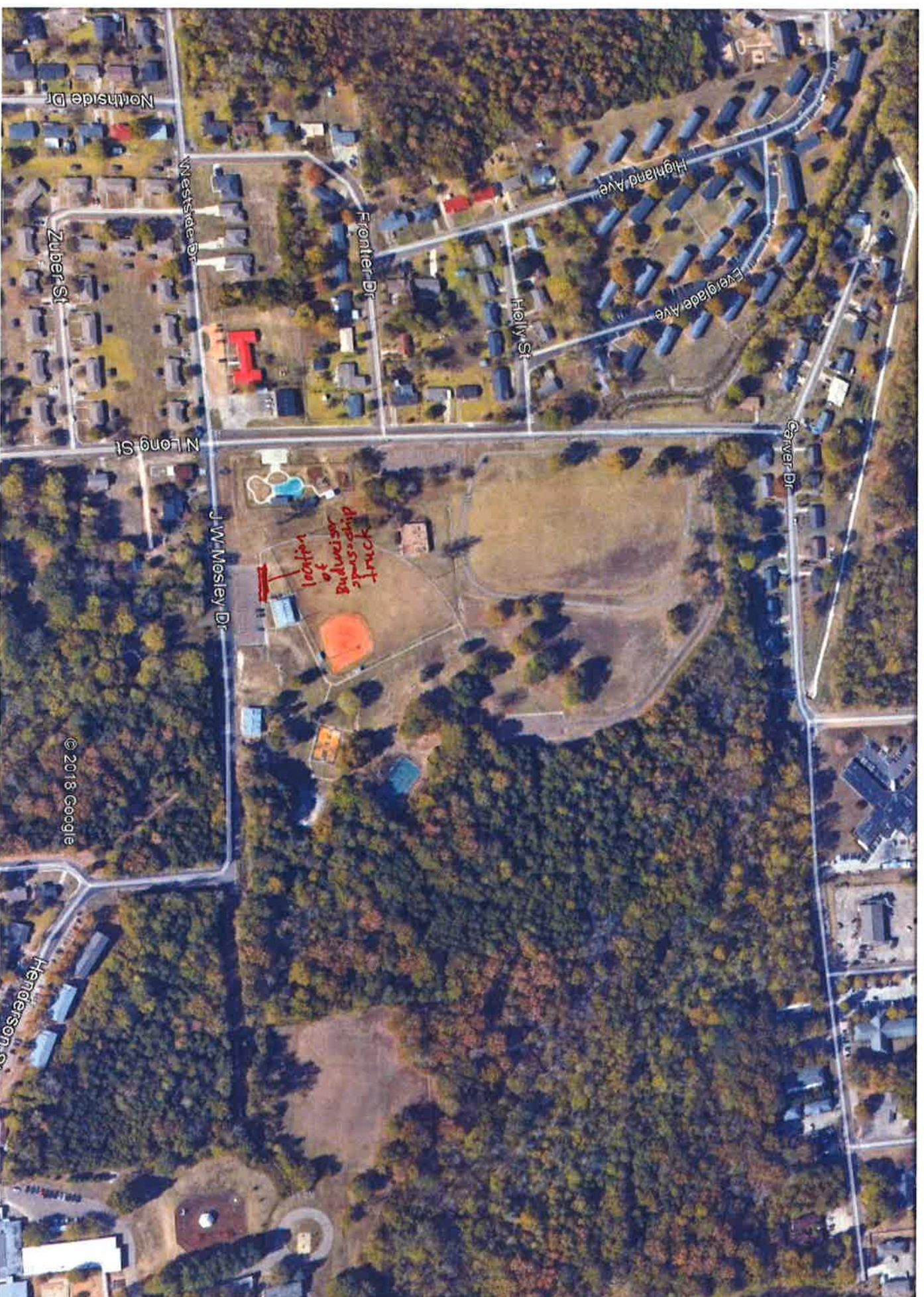
With Budweiser sponsorship, it will release the committee from the struggle of numeral failed fundraisers and alleviate stress. With proper funding, the committee will be able to do more activities and bring more entertainment to this event—the donation received for Budweiser will allow the committee to do these things. If allowed, Budweiser will setup and serve on the outside in the parking lot by the pavilion (down the hill). They will serve from 12 -9 p.m.

The Starkville Day Committee, thank you for your consideration in allowing Budweiser to be a sponsor of our annual Starkville Day Event. We are looking forward to hearing from you soon. If any additional information is needed, please contact Anita Lindsey at 662.648.7171 (c) or via email (anitalndsy34@gmail.com).

Sincerely,

A handwritten signature in dark ink that reads "Anita Bush". The signature is written in a cursive, flowing style.

Anita Bush, Starkville Day Committee





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 1

SUBJECT:

Discussion and Consideration of advertising to fill the vacancy in Ward 2 for the Planning and Zoning Commission

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The Planning Commissioner Jim McReynolds resigned on August 15, 2018 after moving out of Ward 2. His term was set to expire on June 30, 2020. The new appointee would serve out the remainder of this term. The ad will read as follows:

Public Notice

The City of Starkville, Mississippi is seeking a potential candidate from Ward 2 for the Planning and Zoning Commission.

The City of Starkville, Mississippi is encouraging civic minded individuals to express their interest in being considered for appointment to the fill the vacancy and serve the remainder of the term as the Commissioner representing Ward 2. The current term expires on June 30, 2020.

Letters of interest will be accepted until 5:00pm,
On September 10, 2018. Submit letters of interest to:

City of Starkville
Attn: Community Development Department
v.hampton@cityofstarkville.org
110 West Main Street
Starkville, Mississippi 39759

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval for authorization to advertise for potential candidates for the vacancy for Ward 2 for the Planning and Zoning Commission.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 21, 2018
PAGE: Page 1 of 14

SUBJECT:

Discussion and Consideration of VA 18-05 a request by Clay Weeks and Sandy Reese for Variances from street width requirements and street dedication requirements for a proposed condominium development located on the east side of Louisville Street at the intersection of Linden Circle in a C-1/R-5 zone with the parcel # 102G-00-156.01, 102G-00-166, and 102G-00-167.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is proposing to construct a condominium development that consists of several single family free standing dwellings on Louisville St. and would like to vary from several requirements. Request #1 is for relief from the requirement that streets be dedicated to the City of Starkville in a condominium development greater than 2 acres. The roads will be constructed to City Standards structurally but the applicant wishes to keep them in private ownership by the condo association. As part of this request for private streets, the applicant is requesting the use of a vehicular gate at the entrance of the property. The intentions of the gate are to provide additional security to the development. Request #2 is for relief from the requirement that the street width be a minimum 31 feet. The applicant is requesting to reduce the street width to 20 feet. The applicant attended a Development Review Committee meeting as a pre-application on May 31 and August 16, 2018. On July 10, 2018, the Board of Adjustments and Appeals voted 4-1 to recommend approval of this request. On August 7, 2018 the Board of Aldermen voted to table the motion until the August 21, 2018 Board of Aldermen meeting. On September 11, 2018 the Planning and Zoning Commission will here a request to rezone the two parcel adjacent to Louisville Street from C-1 to R-5. There are two requested conditions as part of this request.

Requested Conditions

1. Vehicular access gates shall be automatic opening type with no required access code and shall remain accessible at all times.
2. A permissive use agreement for sanitation department shall be required. It shall include a release, indemnification, and hold harmless.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 18-05 a request by Clay Weeks and Sandy Reese for Variances from street width requirements and street dedication requirements for a proposed condominium development located on the east side of Louisville Street at the intersection of Linden Circle in a C-1/R-5 zone with the parcel # 102G-00-156.01 with two conditions.



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

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 18-05 Request by Clay Weeks and Sandy Reese for Variances from street width requirements and street dedication requirements for a proposed condominium development located on the east side of Louisville Street at the intersection of Linden Circle in a C-1/R-5 zone with the parcel # 102G-00-156.01, 102G-00-166, and 102G-00-167
Date: August 21, 2018

The purpose of this report is to provide information regarding Variance Request by Clay Weeks and Sandy Reese for Variances from street width requirements and street dedication requirements for a proposed condominium development located on the east side of Louisville Street at the intersection of Linden Circle in a C-1/R-5 zone with the parcel # 102G-00-156.01, 102G-00-166, and 102G-00-167. Please see attachments 1- 3.

PROPOSED USE & BACKGROUND:

The applicant is proposing to construct a condominium development that consists of several single family free standing dwellings on Louisville St. and would like to vary from several requirements. Request #1 is for relief from the requirement that streets be dedicated to the City of Starkville in a condominium development greater than 2 acres. The roads will be constructed to City Standards structurally but the applicant wishes to keep them in private ownership by the condo association. As part of this request for private streets, the applicant is requesting the use of a vehicular gate at the entrance of the property. The intentions of the gate are to provide additional security to the development. Request #2 is for relief from the requirement that the street width be a minimum 31 feet. The applicant is requesting to reduce the street width to 20 feet. The applicant attended a Development Review Committee meeting as a pre-application on May 31 and August 16, 2018. On July 10, 2018, the Board of Adjustments and Appeals voted 4-1 to recommend approval of this request. On August 7, 2018 the Board of Alderman voted to table the motion until the August 21, 2018 Board of Alderman meeting.

NOTIFICATION:

12 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on July 10, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against this request.

VARIANCE REQUESTS FROM:

Request 1: SEC. 26-285- IMPROVEMENTS (D) (1)

Sec. 26-285. - Improvements.

- (a) Building Code. All applicable provisions of the adopted International Building Code for new condominium and multi-family construction or conversion shall be complied with.*
- (b) Zoning Code. A zoning verification letter shall be obtained from the City Planner prior to the construction of a condominium or prior to a condominium conversion. All applicable provisions of the city's adopted zoning ordinances shall be complied with.*
- (c) Establishment and maintenance of utilities. Utility lines located within a lot or parcel of land and serving only one lot or parcel shall not be maintained by the city except as notated on the approved site plan. See City of Starkville Code of Ordinances chapter 110, utilities, section 110-1 et seq.*
- (d) Streets and alleys.*
 - (1) All developments whose parcel size is greater than or equal to two acres which require roadways for development shall include roadways, which may also include alleys, to be dedicated to the City of Starkville in accordance with the City of Starkville's street specifications.*
 - (2) Developments whose parcel size is less than two acres and is not a part of a larger development plan or phased development whose total development size exceeds two acres, may include public roadways, which may also include alleys, or private roadways, which may also include private alleys. All private roadways and alleys shall conform to the following:*
 - a. Streets and alleys shall conform to the private street roadway cross-sections as reflected in the City of Starkville Code of Ordinances, chapter 98, streets, sidewalks and other public places.*
 - b. All pavement cross-sections, curb and gutter, storm drainage, construction procedures and other street related requirements shall conform to the City of Starkville's street specifications.*
 - c. The paving and street construction shall be performed in one-stage as outlined in the City of Starkville's street specifications.*
 - d. Appropriate access and utility easements shall be provided as depicted in the private street cross-sections as included in the applicable code section(s) in the Starkville Code of Ordinances, chapter 98, streets, sidewalks and other public places. The following language shall be included on both the face of the plat as well as in the condominium declaration regarding easements:*

"The undersigned owner of (development), as shown on the final plat and as described in the condominium declarations, does convey to the City of Starkville, Mississippi, along with the right of ingress and egress, all utilities and utility easements to be used by the City of Starkville, Mississippi for providing public services, along with permanent, and perpetual utility easements.

It is understood and agreed that the City of Starkville is held harmless from liability or payment of compensation to the abutting property owners,

or entity deriving therefrom, for damages resulting from utility line failures or damages to improvements within the aforementioned easements, up to, but not limited to buildings, light fixtures, mailboxes, ornamental landscaping, turf grass, fences, along with private road surfaces, curbs and gutters, sidewalks, as a result of ingress, egress and the maintenance or replacement of utilities."

e. Ownership of the private street shall be with the Condominium Association and shall be included as part of the condominium declaration.

(e) Parking.

(1) For developments which include public roadways, which may also include alleys, the minimum required parking shall be located outside of the right-of-way.

(2) For developments which include private roadways, which may also include alleys, the minimum required parking shall be:

a. On-street parallel parking as depicted in the private street cross-sections as included as reflected in the City of Starkville Code of Ordinances, chapter 98, or

b. Off-street parking which is located outside of the access and utility easement as depicted in the private street cross-sections as included as an reflected in the City of Starkville Code of Ordinances, chapter 98.

(f) Sidewalks.

(1) Sidewalks shall be constructed to allow for interior connectivity between all common spaces and public spaces to individual units. Any variance from this requirement shall be considered by the board of adjustments and appeals for its substantial compliance with the intent of the ordinance and all applicable federal and state regulations.

(Ord. No. 2012-3, § II, 2-7-12)

Request 2: SEC. 98-83- PAVING AND STREET CONSTRUCTION (2) (C)

(1) Construction: *Construction of all subdivision streets, both residential and commercial, shall be performed in one of the two following manners:*

(a) Two-stage construction. *The first stage shall consist of installing all improvements up to the wearing surface in accordance with the approved infrastructure plans and the city's adopted codes and specifications. The subdivider shall execute an agreement with the city agreeing to install or provide the final layer of asphalt and any other required improvements and shall submit a bond to the city. The bond amount will be calculated by the city engineer and shall not be less than 150 percent of the estimated construction cost of the outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the city in a sum specified above and in a form with surety and conditions approved by the attorney for the city. When certificates of occupancy have been issued by the building department for 85 percent of the subdivision lots, the final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the city engineer. The date of the placement of the asphalt shall be submitted to and approved by the city engineer prior to installation. The bond will be released by the city after a final inspection and certification is provided by the subdivider's engineer of record that the final improvements have been installed in accordance with the city's adopted codes and specifications.*

- (b) *One stage construction. The subdivider shall install all improvements including the wearing surface in accordance with the approved infrastructure plans and the city's adopted codes and specifications. The subdivider shall execute a bond to the city. The bond amount will be calculated by the city engineer and shall not be less than 100 percent of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the city in a sum specified above and in a form with surety and conditions approved by the attorney for the city. The subdivider shall sign an agreement with the city agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. When certificates of occupancy have been issued by the building department for 85 percent of the subdivision lots, the subdivider shall contact the city engineer to schedule a final inspection. The subdivider shall complete any repairs to the roadway as directed by the city engineer. The city will release the bond after the subdivider completes repairs and the city engineer approves them and certification is provided by the subdivider's engineer of record that the improvements have been installed in accordance with the city's adopted codes and specifications.*

For subdividers who began their subdivision roadway improvements as a two-stage construction but would like to convert to one-stage construction prior to 85 percent build out, the following process shall be followed:

The subdivider shall submit a bond to the city and shall execute an agreement with the city agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. The bond amount will be calculated by the city engineer and shall not be less than 100 percent of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the city in a sum specified above and in a form with surety and conditions approved by the attorney for the city. The final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the city engineer. The date of the placement of the asphalt shall be submitted to and approved by the city engineer prior to installation. When certificates of occupancy have been issued by the building department for 85 percent of the subdivision lots, the subdivider shall contact the city engineer to schedule a final inspection. The subdivider shall be required to complete any repairs to the roadway as directed by the city engineer. The city will release the bond after the subdivider completes repairs and the city engineer approves them and certification is provided by the subdivider's engineer of record that the improvements have been installed in accordance with the city's adopted codes and specifications.

(2) *Street widths:*

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

- (3) *Pavement wearing surface shall be not be less than 1.5 inches thick asphaltic concrete conforming to M.D.O.T. Specification #403.*

- (4) *Bituminous black base shall be at thickness designated hereinafter for the type street constructed.*

CHART I

<i>MATERIAL</i>	<i>MAJOR STREET</i>	<i>COLLECTOR STREET</i>	<i>MINOR STREET</i>
<i>WEARING SURFACE BITUMINOUS BASE SUBGRADE</i>	<i>2"</i>	<i>2"</i>	<i>2"</i>
<i>BITUMINOUS BASE</i>	<i>7"</i>	<i>6"</i>	<i>5"</i>
<i>SUBGRADE</i>	<i>COMPACTED</i>	<i>EXISTING</i>	<i>SUBGRADE</i>
<i>*STABILITY*</i>	<i>3.26</i>	<i>2.92</i>	<i>2.58</i>

CHART II

<i>MATERIAL</i>	<i>MAJOR STREET</i>	<i>COLLECTOR STREET</i>	<i>MINOR STREET</i>
<i>WEARING SURFACE</i>	<i>2"</i>	<i>2"</i>	<i>1½"</i>
<i>BITUMINOUS BASE</i>	<i>3"</i>	<i>3"</i>	<i>2½"</i>
<i>CLAY GRAVEL SUBBASE</i>	<i>12"</i>	<i>10"</i>	<i>10"</i>
<i>*STABILITY*</i>	<i>3.22</i>	<i>3.00</i>	<i>2.61</i>

CHART III

MATERIAL	MAJOR STREET	COLLECTOR STREET	MINOR STREET
WEARING SURFACE	2"	2"	1½"
BITUMINOUS BASE	3"	3"	1½"
CEMENT TREATED SUBBASE	6"	5"	8"
STABILITY	3.34	3.10	3.07

***CALCULATED FROM AASHTO VALUES**

- (5) Clay gravel sub-base course shall be of thickness designated hereinafter for the type of street constructed and have P.I. between 4 and 15, M.D.O.T. Specifications #304.
- (6) Street construction other than that indicated above will be considered provided that a soils lab - employing one or more registered engineers - makes a comprehensive study of conditions existing on the site, laboratory analysis of soil borings and a written report of findings and recommendations to be given to the city engineer for approval. Design single wheel loading criteria is as follows:
 - (1) Major streets 15,000 lbs.
 - (2) Collector 10,000 lbs.
 - (3) Minor streets 5,000 lbs.
- (7) Natural subgrade (except where clay or sandy subgrade is present) shall be thoroughly dried and compacted to not less than 95 percent density for a 12-inch depth before application of clay gravel sub-base or bituminous black base.
- (8) Clay gravel sub-base course shall be mechanically compacted to 95 percent density at optimum moisture content in not greater than four-inch lifts with 15-ton sheep foot roller.
- (9) Prime clay gravel sub-base course with EA-I emulsified asphalt at rate of 0.30 to 0.35 gallons per square yard before placing asphaltic base course.
- (10) Tack asphaltic base course with 55-1 emulsified asphalt prior to placing wearing surface at rate of 0.10 gallons per square yard.
- (11) City engineer or other designated city official shall be notified as each operation of work commences so as to provide continuous inspection of work being performed.
- (12) Testing shall be done at areas specified by city engineer. Testing shall be generally as outlined below:
 - (a) Subgrade: One density test each 400 LF.

- (b) *Sub-base course. One density tests each 400 LF.*
- (c) *Asphaltic base and surface course: One density test and Marshall test each 400 LF.*
- (13) *Moisture content. No paving shall be applied to wet clay gravel sub-base course or no base applied to wet compacted subgrade. Paving is intended to be done during warm and dry summer and fall months. Paving delayed until marginal fall or early winter is so delayed at developer's risk and work applied to wet or damp subgrade will be removed unless field density or other density tests indicate stability of sub-base or base has not been lost.*
- (14) *Soft or unstable conditions found existing in the roadway construction or during excavation for construction shall be removed as directed by the city engineer and field corrective measures shall be employed as directed.*
- (15) *When circumstances dictate that roadbed be cut below existing grade, French drains may be required behind the curbs to eliminate the possibility of ground water seeping under roadway.*

(Ord. No. 2011-4, § C, 12-6-11)

VARIANCE REQUEST REQUIREMENTS:

Sec. 26-286. - ADMINISTRATION AND ENFORCEMENT. (C)

- (1) *When it can be shown that in the case of a particular condominium plan, strict compliance with the provisions of these regulations would cause undue hardship, the city's board of adjustments and appeals may authorize a variance to these requirements. The granting of any variance shall be based upon findings by the board of adjustments and appeals that:*
 - a. *The developer is proceeding in good faith.*
 - b. *There are unusual topographical or other special circumstances associated with the property which are not the result of any action of the developer and which prohibit the use of the property in conformity with the requirements of this ordinance.*
 - c. *The variance is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship.*
 - d. *The variance will not nullify the intent or purpose of these condominium regulations.*
- (2) *Any variance granted shall constitute the minimum adjustment necessary to alleviate the hardship.*
- (3) *A request for a variance may be submitted only after the city's development review committee has formally reviewed the condominium site plan and has either:*
 - a. *Recommended disapproval because the condominium site plan does not conform to these regulations; or*

- b. Conditionally approved the condominium site plan specifying those amendments which must appear on the face of the condominium site plan in order for it to be approved.*

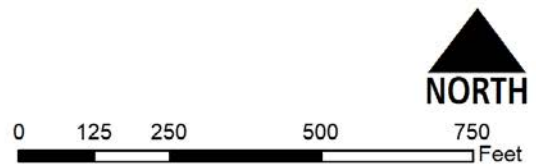
The developer may then seek relief from the specific provision of these regulations with which he or she cannot comply.

- (4) All requests for variances shall be submitted in writing to the city planner. In granting the variance, the board of adjustments & appeals may impose such conditions as will insure substantial compliance with the objectives and standards of these regulations.*
 - a. The findings and action on each variance and any conditions imposed shall be recorded in the minutes of the board of adjustments & appeals and made available to the mayor and board of aldermen.*
 - b. Any persons aggrieved by any decision of the board of adjustments and appeals may appeal to the mayor and board of aldermen within fifteen (15) calendar days after rendition of the written decision. Appeals shall be made in writing to the city's chief administrative officer for placement on the agenda of the board of aldermen for consideration at its next regularly scheduled meeting. Appeals of the decision by the board of aldermen shall be to a court of competent jurisdiction consistent with and to the extent permitted by State statutes. The appellant is responsible for providing a verbatim transcript of the hearing before the board of aldermen, including all exhibits, the transcribed testimony of witnesses, and the findings of the board of aldermen.*

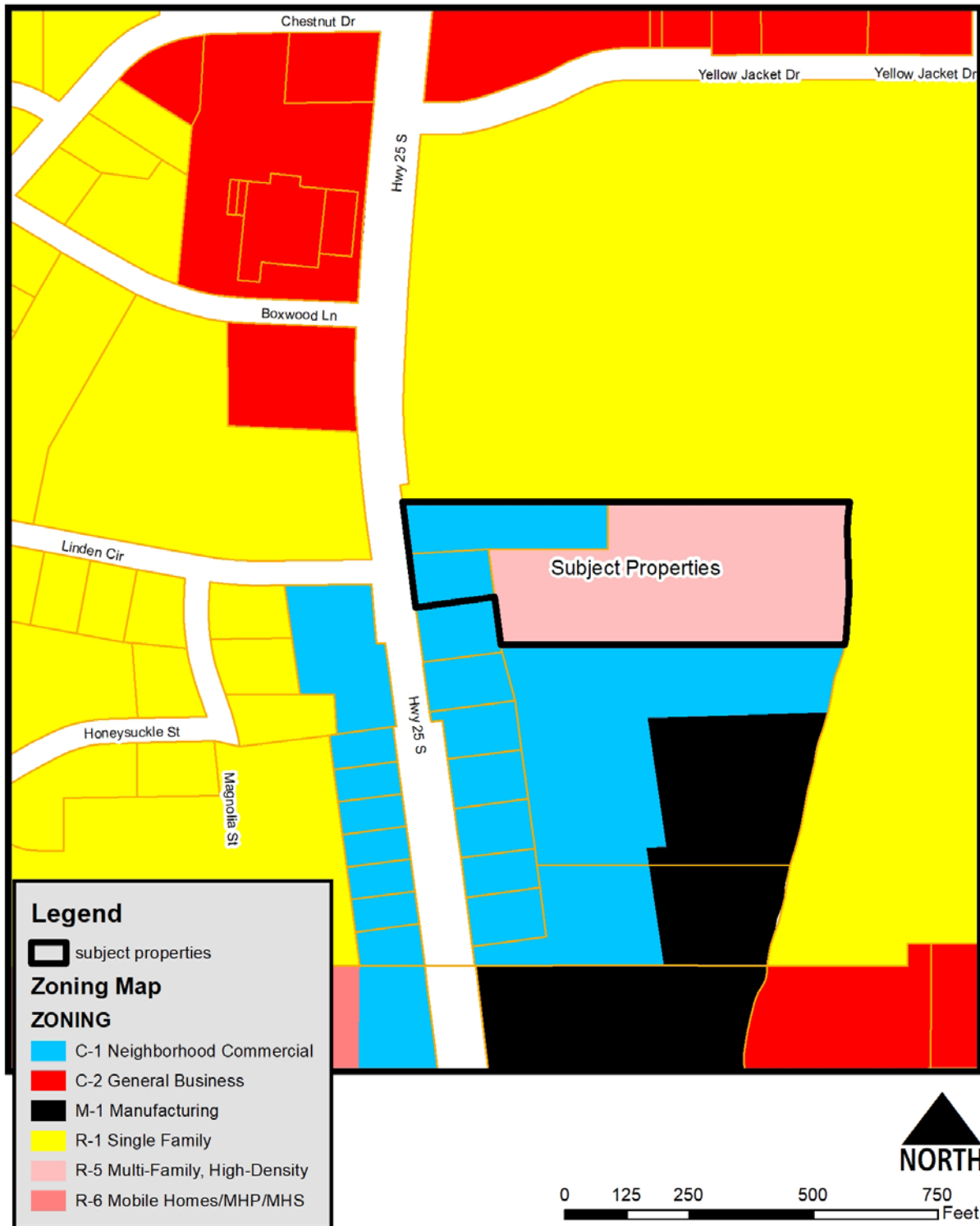
Requested Conditions

1. Vehicular access gates shall be automatic opening type with no required access code and shall remain accessible at all times.
2. A permissive use agreement for sanitation department shall be required. It shall include a release, indemnification, and hold harmless.

Attachment 1
VA 18-05 Aerial



Attachment 2 VA 18-05 Zoning



Attachment 3- Application and Applicant Statement



VARIANCE APPLICATION
City of Starkville Board of Adjustments & Appeals
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org

APPLICANT / AGENT INFORMATION

Name: Jason Pepper Phone: (888) 963-9063
Address: 834 Hwy 12 W #180
E-mail address: jasonpepper@peppersurveying.com

PROPERTY OWNER INFORMATION

Name: Clay Weeks and Sandy Reese Phone: _____
Address: _____
E-mail address: _____

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: 901/903 Louisville Street and the property behind 903 Louisville Street
Tax Map/Parcel ID Number: 102G-00-156.01/166/167 Zoning: R-5/C-1
Variance Sought: See Attachment

Dimension Requested: _____ Dimension Required: _____

Section(s) of the Code of Ordinances from which variance is being sought:

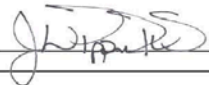
Sec. 26-285-Improvements (d) (1) and Sec. 98-83 - Paving and Street Construction (2) (c)

Reason for request:

See attachment.

Property to the NORTH: Zoning R-1 Current Use Starkville High School
Property to the EAST: Zoning R-1 Current Use Starkville High School
Property to the SOUTH: Zoning C-1 Current Use Undeveloped (Starkville Schools)
Property to the WEST: Zoning C-1/R-1 Current Use Residential/Commercial

☒ Application Fee ☐ Legal Description ☒ [Notarized Owner Authorization](#)

Submitted by:  Date: 6/22/2018

Variance from the requirement of Sec. 26-285-Improvement (d) (1):

The developer would like to vary from the requirement that streets be dedicated to the City of Starkville in a development greater than 2 acres. The developer wants to provide security by placing a vehicular "gate" at entrance to the property. The gate will open once vehicles are photographed and will not require key codes or other "keys" for entrance. Additionally, other security cameras will be located within the project for security and possibly connections with the Starkville Police Department. The roadways will meet the requirements of the City of Starkville structurally, but it is wished to keep them in private ownership by the condo association. Also, the existing property is narrow, north to south, and dedication of a 50 foot right of way (100-feet total for looped road) will not allow room for building construction.

Variance from the requirement of Sec. 98-83. - Paving and street construction. (2) (c):

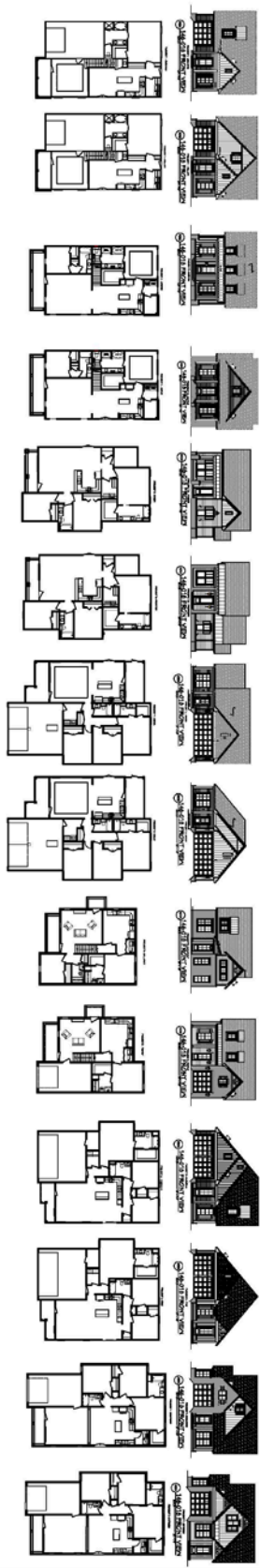
The developer would like to vary from the street width of 31 feet to a street width of 20 feet. The Fire Department has previously agreed in principle to the reduction in width of the street. The existing property is narrow, north to south, and a 31-foot-wide street (62 feet total for looped road) will not allow room for building construction.

Dimensions and house placements are for planning purposes and may not reflect the final design.



101 PROPOSED DEVELOPMENT
SCALE 1" = 30'

102 PROPOSED PLANS
SCALE 1" = 30'



Designing Homes
HOUSE PLAN ZONE
Building Relationships

Website: www.HPZone.com
Email: sales@hpsplans.com
Phone: 601.356.3254

N.C.B.D.C.
1,200.514.1387

Plans produced for:
Scott May

House Plan Zone, LLC, has exercised great care and effort in the development of these plans and the completion of these construction documents. However, due to the great variance in building codes and site specific conditions, House Plan Zone, LLC, assumes no responsibility for any damages, including structural failure resulting from errors, omissions or deficiencies in the design. House Plan Zone, LLC, fully recommends that these plans be reviewed by a licensed architect or engineer in the area of construction, to determine if any modifications are needed prior to construction. It is the responsibility of the client to verify all codes, rules and other special conditions required by local building codes. All dimensions to be verified on site prior to construction. If a foundation plan has been included in these plans, it is general in nature and shall be verified by a licensed engineer prior to construction.

Date: 05.23.16
Drawn By: J.A.L.
Plan Number: 146-016
Project Name:
SHEET NUMBER

Mississippi 811
Know what's below.
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811 or 800.227.6477



CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Municipal Court

AGENDA DATE: August 21, 2018

PAGE: 1 of 5

SUBJECT: Request permission to allow Court Clerk Shalonda Sykes to attend mandatory continuing education training at the Hilton in Jackson, MS from September 12, 2018 through September 14, 2018 as required by the Mississippi Judicial College and Administrative Office of Courts for 12 hours of legislatively mandated training. All expenses and travel will be paid by the Mississippi Judicial College.

AMOUNT & SOURCE OF FUNDING: Mississippi Judicial College

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: Municipal Court

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Shalonda Sykes 386-5083; s.sykes@cityofstarkville.org

SUGGESTED MOTION:

Move approval to allow Court Clerk Shalonda Sykes to attend mandatory continuing education training at the Hilton in Jackson, MS from September 12, 2018 through September 14, 2018 as required by the Mississippi Judicial College and Administrative Office of Courts for 12 hours of legislatively mandated training. All expenses and travel will be paid by the Mississippi Judicial College.

MUNICIPAL COURT CLERK FALL CONFERENCE

September 12-14, 2018

HILTON ~ JACKSON, MISSISSIPPI

AGENDA

Wednesday, September 12, 2018

1:10 p.m.

WELCOME

Hon. Randy G. Pierce, Director
Tracey Daniel, Program Manager
Mississippi Judicial College

SALON AB

(All sessions
in Salon AB
unless
otherwise noted)

Joycette Jackson-Nichols, President
Mississippi Municipal Court Clerks Association

1:15 - 2:05 p.m.

(TITLE)

Chip Glaze
Mississippi Bar Association

2:05 - 2:30 p.m.

BANKRUPTCY ISSUES FACING MUNICIPAL COURTS

Speaker TBD

2:30 - 2:45 p.m.

BREAK

2:45 - 3:35 p.m.

IMPORTANCE OF CRIMINAL DATA REPORTING

Captain Lamond Wilson
Mississippi Bureau of Investigation
Criminal Information Center

3:35 - 4:00 p.m.

MJC FORMS UPDATE
Allison Lester, Administrative Coordinator
Mississippi Judicial College

4:15 p.m.

CE COMMITTEE MEETING

4:45 p.m.

MCCA BOARD MEETING

Thursday, September 13, 2018

7:00 - 8:15 a.m.

BREAKFAST

SALON C

8:30 - 9:20 a.m.

DOMESTIC VIOLENCE PROTECTION ORDERS
Paula Broome
Office of the Attorney General
Jackson, Mississippi

9:20 - 9:35 a.m.

BREAK

9:35 - 10:25 a.m.

EXPUNGEMENTS
Lora Hunter
Mississippi Department of Public Safety
Jackson, Mississippi

10:25 - 10:40 a.m.

BREAK

10:40 - 11:30 a.m.

DUI UPDATE
Molly Miller
Special Assistant Attorney General
Traffic Safety Resource Prosecutor

11:30 a.m. - 1:00 p.m.

LUNCH (PROVIDED BY MJC)

SALON C

1:00 - 2:15 p.m.

**PANEL DISCUSSION OF CURRENT
ISSUES/UPDATES**

Moderator: Zane Elliott

Panelists: Mike Lanford, Special Asst. Attorney General
Lt. Wendell Wright, MS Highway Patrol
Master Sgt. Ken McGruder, MS Highway Patrol
Mark Johnson, State Department of Audit

2:15 - 2:30 p.m.

BREAK

2:30 - 2:55 p.m.

**LIABILITY INSURANCE VERIFICATION
APPLYING POLICIES AND PROCEDURES**

Greg Higginbotham

Dewann Clark

Mississippi Department of Public Safety

2:55 - 3:05 p.m.

BREAK

3:05 - 3:30 p.m.

MISSISSIPPI RULES OF CRIMINAL PROCEDURES

Justice Kitchens

Supreme Court of Mississippi

3:35 - 5:00 p.m.

**PANEL DISCUSSION:
CONDUCTING MUNICIPAL COURT CASES**

Moderator: Randy Pierce, MJC Director

Panelists: Cliff Johnson, Assistant Professor of Law
Director, MacArthur Justice Center
University of Mississippi School of Law

Joshua Tom, Legal Director
ACLU of Mississippi

Judge Henry Clay or Dale Dankes (sp)?
Municipal Court

Friday, September 14, 2018

7:30 - 9:00 a.m.

CONTINENTAL BREAKFAST

SALON C

BUSINESS MEETING

Presiding:

**Joycette Jackson-Nichols
President, MMCCA**

9:00 - 10:15 a.m.

CONCURRENT SESSIONS (choose one)

A. SOCIAL MEDIA ISSUES AND THE LAW

**Hon. Kenny Griffis
Presiding Judge
Mississippi Court of Appeals**

B. NEW CLERK ORIENTATION

AMP I&II

Lori King, Penny McElroy, Shirley Blakley & Monica Lair

10:15 - 10:30 a.m.

BREAK

10:30 - 11:20 a.m.

**A. PERSONNEL ISSUES FACING MUNICIPAL
COURTS**

Speaker TBD

B. NEW CLERKS ORIENTATION (CONT.)

Lori King, Penny McElroy, Shirley Blakley & Monica Lair

11:20 a.m.

PRESENTATION OF CERTIFICATES

ADJOURN

**CONDUCTED AND COORDINATED by:
The Mississippi Judicial College
a division of
The University of Mississippi School of Law**



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 8.21.18
PAGE: 1

SUBJECT: Authorization to advertise for bids for the City's 2018 Roadway base and surfacing program- Project 18036.

AMOUNT & SOURCE OF FUNDING

Project proposed to be funded out of FY 18-19 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The 2018 Roadway base and sufacing program includes soil cement base treatment along with a Chip Seal pavement surface for the following roadways: Treasure Lane, Fannie Dale Road, Roundhouse Road, Hendrix Road, Cedar Creek Road and Henderson Road. It will also include resealing a section of Collier Road.

An overview set of plans is attached and full copy of the plans is available for viewing in the office of the City Engineer.

As of 8/14/18, the ROW for Cedar Creek Road has not been conveyed to the City. It is proposed to keep the roadway in the plans; however, it will be removed from the scope if ROW has not be secured prior to the start of construction.

City Staff will bring the bid results back to the Board for approval along with a request to enter into a contract, as necessary.

SUGGESTED MOTION: Move for approval to advertise for bids for the City's 2018 Roadway base and surfacing program- Project 18036.

PLANS OF

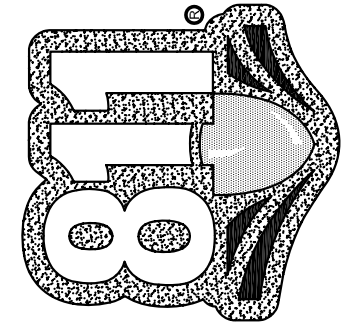
2018 ROADWAY BASE AND SURFACING PROGRAM

PROJECT NO. 18036

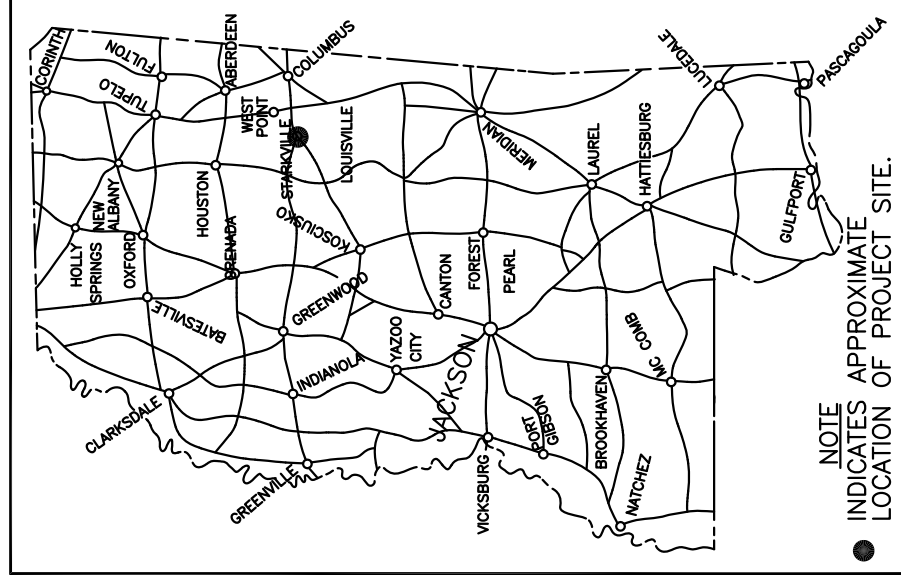
STARKVILLE, MISSISSIPPI

OWNER

CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI



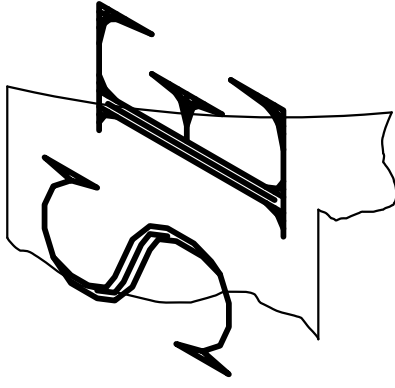
Know what's below.
Call before you dig.



LOCATION MAP

PREPARED BY:

Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
Tel.: (662)–323–2296
Fax: (662)–323–2297
E-mail: springerms@bellsouth.net



MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE
CONSTRUCTION, 2004 EDITION ARE MADE A PART HEREOF FULLY AND COMPLETELY
AS IF ATTACHED HERETO, EXCEPT WHERE SUPERSEDED BY THE SPECIAL
PROVISIONS, OR AMENDED BY REVISIONS

JULY 2018

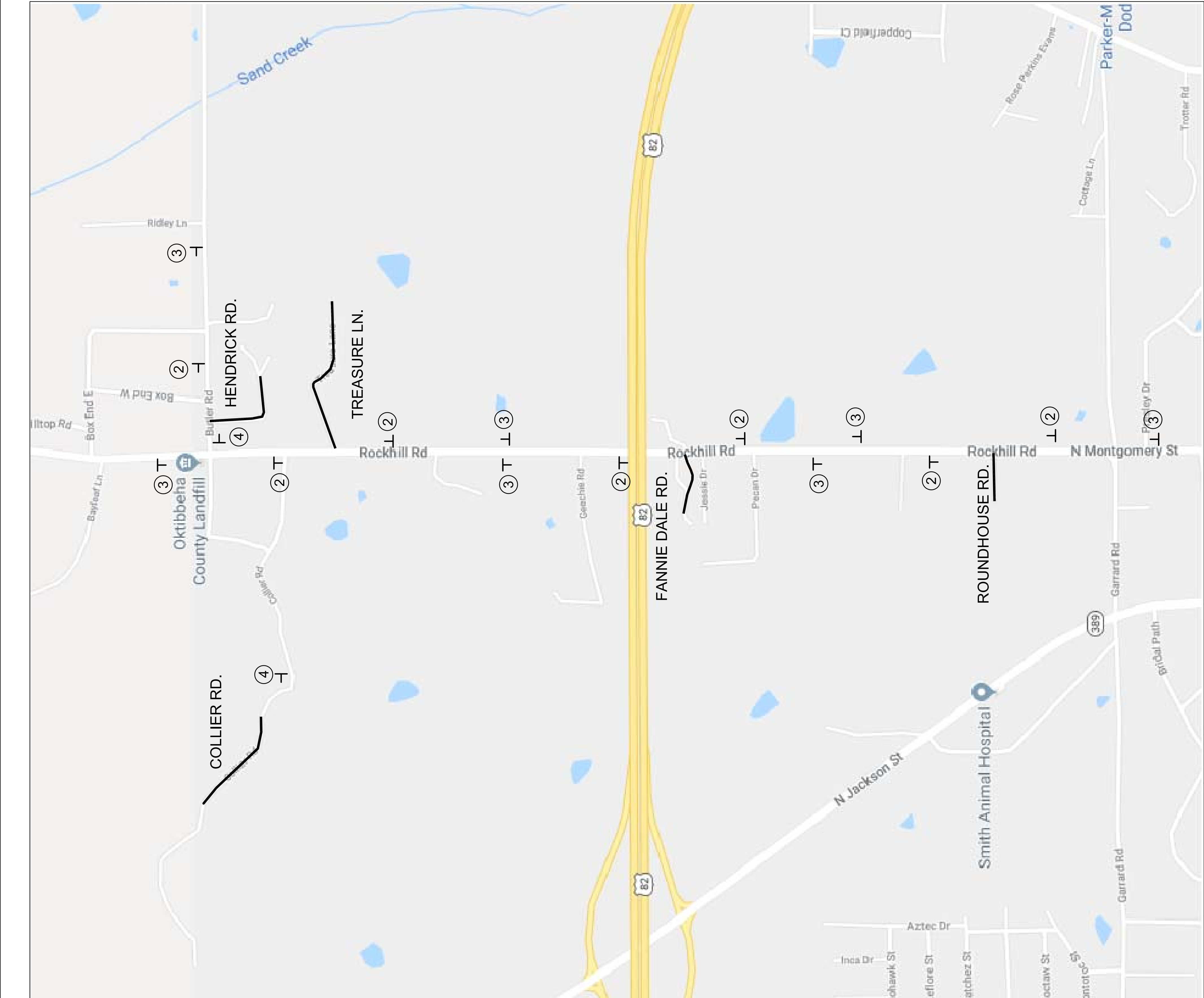
REVISED: 2018–08–13

DATE: 8-13-2018

SHEET INDEX

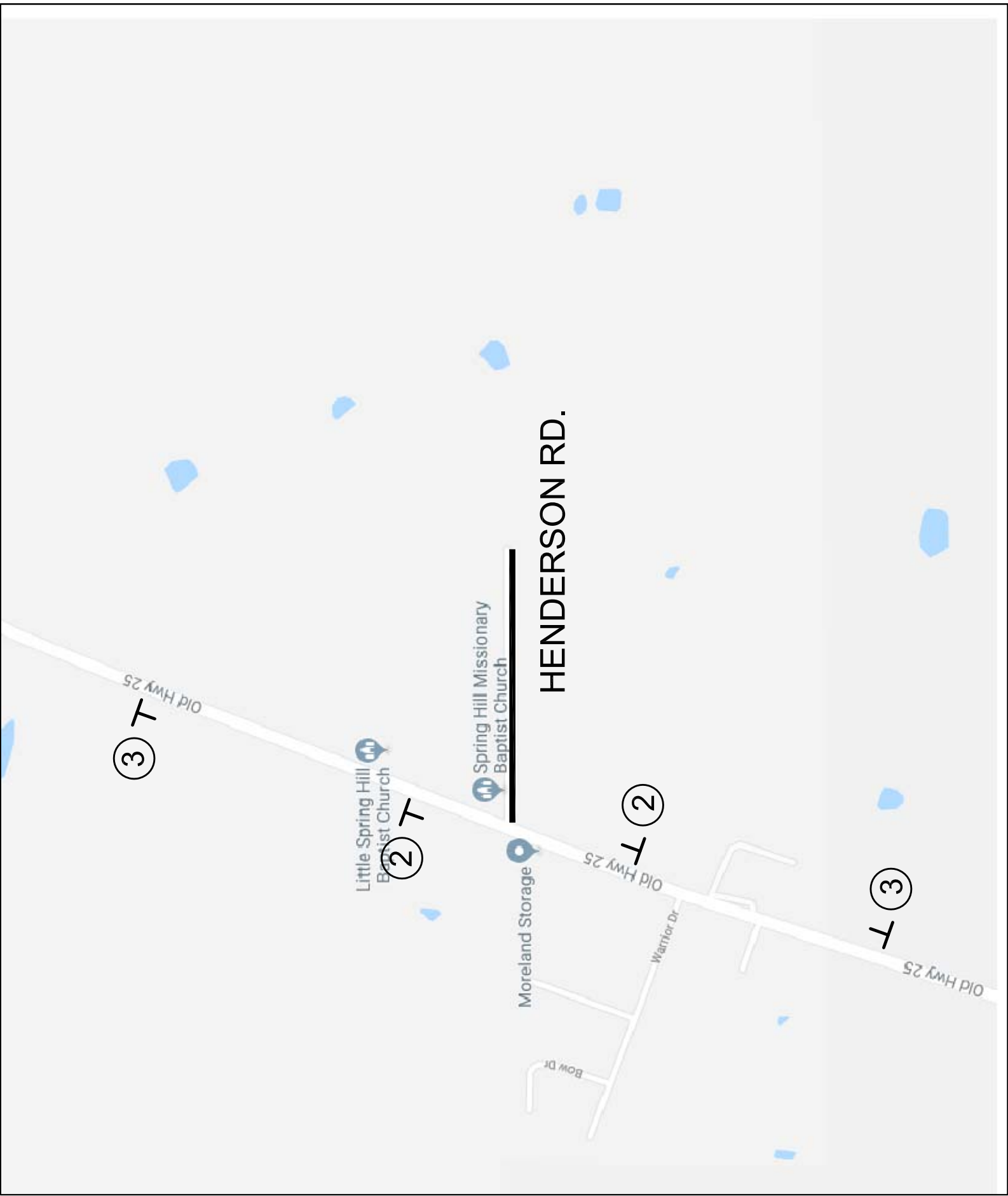
- 1) COVER
- 2) TRAFFIC CONTROL PLAN
- 3) OVERALL QUANTITY, DETAILS AND NOTES
- 4) HENDRICK ROAD SITE PLAN
- 5) HENDRICK ROAD TYP. SECTION
- 6) TREASURE LANE SITE PLAN
- 7) TREASURE LANE SITE PLAN
- 8) TREASURE LANE TYP. SECTION
- 9) FANNIE DALE ROAD SITE PLAN
- 10) FANNIE DALE ROAD TYP. SECTION
- 11) ROUNDHOUSE ROAD SITE PLAN
- 12) ROUNDHOUSE ROAD TYP. SECTION
- 13) CEDAR CREEK ROAD SITE PLAN
- 14) CEDAR CREEK ROAD TYP. SECTION
- 15) HENDERSON ROAD SITE PLAN
- 16) HENDERSON ROAD SITE PLAN
- 17) HENDERSON ROAD TYP. SECTION
- 18) COLLIER ROAD PLAN AND TYP. SECTION





SIGN SCHEDULE	
	DESCRIPTION
①	"Item Deleted"
②	W20-1 ROAD WORK 500'
③	W20-1 ROAD WORK 1500'
④	W20-1 ROAD WORK AHEAD

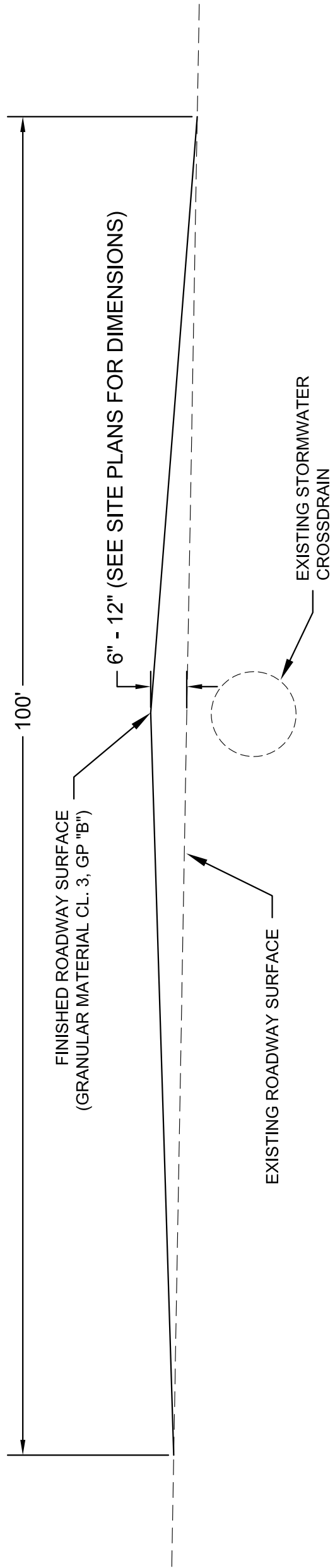
ROAD NAMES	LENGTH (ft)
HENDRICK ROAD	834
TREASURE LANE	1211
FANNIE DALE ROAD	530
ROUNDHOUSE ROAD	437
CEDAR CREEK ROAD	374
HENDERSON ROAD	1277
COLLIER ROAD	830



- GENERAL NOTES:
- ALL SIGNS AND DEVICES SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
 - CONTRACTORS SHALL INSTALL TRAFFIC CONTROL DEVICES SUCH AS SIGNS, BARRICADES, CONES, DRUMS, LIGHTS, FLASHERS, AND PROVIDE FLAGGERS AS REQUIRED TO SAFEGUARD AND DIRECT TRAFFIC. (WHENEVER FLAGGERS ARE USED, INSTALL "FLAGGER AHEAD" SIGN EXCEPT DURING BRIEF PERIODS, OR EMERGENCY SITUATIONS.)
 - THE SIGNS AND DEVICES REQUIRED HEREON ARE A MINIMUM REQUIREMENT AND IT SHALL BE THE RESPONSIBILITY AND OBLIGATION OF THE CONTRACTOR TO DETERMINE AND PROVIDE ANY ADDITIONAL DEVICES REQUIRED TO SAFEGUARD THE PUBLIC.
 - TRAFFIC CONTROL DEVICES SHALL BE INSTALLED WHENEVER NECESSARY, REMAIN IN PLACE AS LONG AS THEY ARE NEEDED, AND BE REMOVED IMMEDIATELY WHEN THE NEED CEASES.
 - PAY FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TRAFFIC CONTROL DEVICES WILL BE MADE UNDER PAY ITEM NO. S-616-A.
 - CONTRACTOR SHALL INSTALL ADVANCE WARNING SIGNS SUCH AS - WATCH FOR TRUCKS, TRUCKS TURNING, TRUCKS CROSSING, ETC. AND PLACE FLAGGERS AS DIRECTED BY THE ENGINEER ALONG PUBLIC ROADS ON EACH SIDE OF BORROW PIT ENTRANCE OR CROSSING OF PUBLIC ROADS.

TRAFFIC CONTROL PLAN PROJECT NO. 18036 STARKVILLE, MISSISSIPPI	
FOR CITY OF STARKVILLE STARKVILLE, MISSISSIPPI	
DRAWN BY: BCP CHECKED BY: HC PROJECT NO.: 18036	DATE: 7/30/18 SCALE: N.T.S. REVISION #:
SHEET 2 OF	

SUMMARY OF QUANTITIES - PROJECT TOTAL				
PAY ITEM NO.	PAY ITEM	TOTAL QUANTITY		UNIT
		PLAN	FINAL	
	ROADWAY ITEMS			
S-200-A	Mobilization	Lump Sum		Lump Sum
S-304-A	Granular Material (LVM) (Cl. 3, Gp "B")	183.3		Cu. Yd.
S-308-A-1	Portland Cement	3,378.1		Cwt.
S-308-B-1	Soil-Cement-Water Mixing (Multiple Pass Mixers)	9,214.8		Sq. Yd.
S-410-C-1	Polymerized-Emulsified Asphalt, Grade CRS-2P	8,356.7		Gal.
S-410-D	Coarse Aggregate Cover Material, Size 56	178.8		Cu. Yd.
S-410-E	Seal Aggregate Cover Material, Size 7	96.3		Cu. Yd.
S-618-A	Maintenance Of Traffic	Lump Sum		Lump Sum



ROADWAY CROSSDRAIN RAMP

- LEGEND

IPF

•

--- IRON PIN FOUND

IPS

○

--- IRON PIN SET

CMF

□

--- CONCRETE MONUMENT FOUND

PP

●

--- POINT OF COMMENCEMENT

PP

●

--- POWER POLE

FC

□

--- FENCE CORNER

⬇

--- BORING

⊙

--- AREA LIGHT

⊙

--- WATER VALVE

⊙

--- SEWER MANHOLE

⊙

--- TELEPHONE PEDASTAL

⊙

--- FIRE HYDRANT

⊙

--- DECIDUOUS TREE

⊙

--- CONIFER TREE

CO

●

--- SEWER CLEANOUT

→

--- CABLE CONNECTION

⬆

--- TRANSFORMER

⬆

--- WATER METER

⬆

--- GAS METER

⬆

--- ROAD SIGN

⬆

--- SPEED BUMP

⬆

--- CYCLONE FENCE

x

--- BARBED WIRE FENCE

⬆

--- WOOD PRIVACY FENCE

⬆

--- IRON FENCE

⬆

--- PLASTIC FENCE

⬆

--- IRRIGATION LINE

⬆

--- FIRE MAIN

⬆

--- UNDERGROUND POWER LINE

⬆

--- GAS LINE

⬆

--- SILT FENCE

⬆

--- WATER LINE

⬆

--- DITCH W/ FLOW ARROW

⬆

--- SEWER LINE W/ FLOW ARROW

⬆

--- POWER LINE

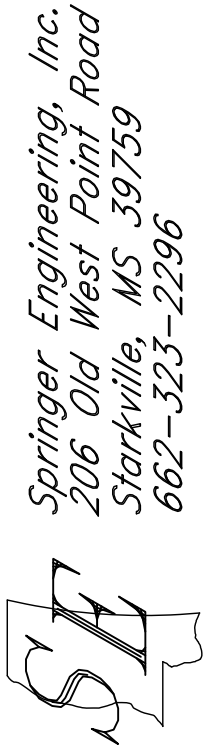
⬆

--- FIBER OPTIC LINE

GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITIES AND THE RESIDENCE ALONG THE PROJECT ROADWAY OF THE CONSTRUCTION TIMEFRAME PRIOR TO BEGINNING WORK.
2. THE SOIL CEMENT COARSE SHALL BE COVERED WITH A BITUMINOUS CURING SEAL AS SOON AS PRACTICAL (NOT A PAY ITEM)
3. THE SOIL CEMENT COARSE SHALL BE CLEAN AND FREE OF LOOSE MATERIAL PRIOR TO PLACEMENT OF DBST SURFACE.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING, SEEDING, FERTILIZING, AND MULCHING ANY DISTURBED AREA CAUSED BY CONSTRUCTION ACTIVITY AT NO ADDITIONAL COST TO THE PROJECT.

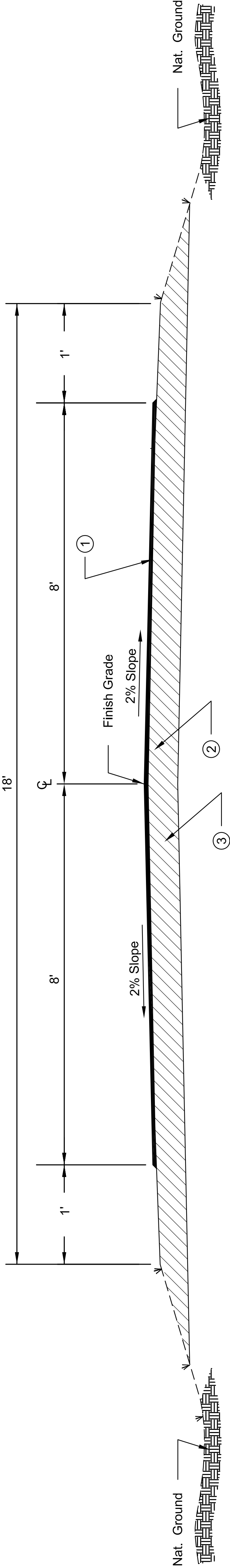
OVERALL QUANTITIES PROJECT NO. 18036 STARKVILLE, MISSISSIPPI			
FOR CITY OF STARKVILLE STARKVILLE, MISSISSIPPI			
DRAWN BY: BCP	CHECKED BY: HC	DATE: 7/30/18	SHEET 3
PROJECT NO.: 18-D9	REVISION #:	SCALE: N.T.S.	OF



RATES OF APPLICATION USED FOR ESTIMATING QUANTITIES

ITEM	RATE
Polymerized-Emulsified Asphalt (CRS-2P)	0.90 Gal./Sq. Yd.
Cover Aggregate (Size 56)	0.52 Cu. Ft./Sq. Yd.
Seal Aggregate (Size 7)	0.28 Cu. Ft./Sq. Yd.
Portland Cement	6.5% By Volume

- ① 16" WIDE DOUBLE BITUMINOUS SURFACE TREATMENT
- ② 8" SOIL-CEMENT-WATER MIXING REQ'D (18" WIDE).
PORTLAND CEMENT SHALL BE INCORPORATED INTO THE TOP 8 INCHES OF EXISTING ROADWAY. CEMENT PERCENTAGE 6.5% BY VOLUME.
- ③ EXISTING ROADWAY



TYPICAL GRADE, DRAIN, BASE & SURFACING SECTION

N.T.S.
STA. 0+00 - STA. 8+34

GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITIES AND THE RESIDENCE ALONG THE PROJECT ROADWAY OF THE CONSTRUCTION TIMEFRAME PRIOR TO BEGINNING WORK.
2. THE SOIL CEMENT COARSE SHALL BE COVERED WITH A BITUMINOUS CURING SEAL AS SOON AS PRACTICAL. (NOT A PAY ITEM)
3. THE SOIL CEMENT COARSE SHALL BE CLEAN AND FREE OF LOOSE MATERIAL PRIOR TO PLACEMENT OF DBST SURFACE.

SUMMARY OF QUANTITIES - HENDRICK RD.				
PAY ITEM NO.	PAY ITEM ROADWAY ITEMS	TOTAL QUANTITY		UNIT
		PLAN	FINAL	
S-304-A	Granular Material (LVM) (Cl. 3, Gp "B")	88.9		Cu. Yd.
S-308-A-1	Portland Cement	615.5		Cwt.
S-308-B-1	Soil-Cement-Water Mixing (Multiple Pass Mixers)	1678.9		Sq. Yd.
S-410-C-1	Polymerized-Emulsified Asphalt, Grade CRS-2P	1344.2		Gal.
S-410-D	Coarse Aggregate Cover Material, Size 56	28.8		Cu. Yd.
S-410-E	Seal Aggregate Cover Material, Size 7	15.5		Cu. Yd.

TYPICAL SECTION HENDRICK ROAD STARKVILLE, MISSISSIPPI			
FOR CITY OF STARKVILLE			
DRAWN BY: BCP	CHECKED BY: HC	DATE: 7/30/18	SHEET 5 OF
PROJECT NO.: 18-D-9	REVISION #:	SCALE: N.T.S.	

PUBLIC NOTICE
THE CITY OF STARKVILLE, MISSISSIPPI
ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Starkville, Mississippi will receive sealed bids for the construction of improvements planned as part of the City's **2018 ROADWAY BASE AND SURFACING PROGRAM - PROJECT NO. 18036**. Bids will be received at the Office of the City Clerk until **9:00 a.m. local time on Thursday, September 20th, 2018**. All bids so received will be opened publicly, read aloud and taken under advisement until the next meeting of the Mayor and Board of Aldermen. The Starkville Mayor and Board of Aldermen meet the 1st and 3rd Tuesday of each month, at 5:30 p.m. local time in the Courtroom at City Hall, Lampkin Street, Starkville, Mississippi.

Instructions to bidders, the applicable bid and binding forms, the plans and specifications, and the contract documents may be examined at the Office of the City Engineer, City Hall, 110 West Main Street, Starkville, Mississippi, during normal working hours, Monday through Friday. **Contractors may obtain copies of all materials required for bidding purposes from Cody Burnett, Engineering Department, by contacting him at c.burnett@cityofstarkville.org or at telephone number (662) 323-2525 x. 3123.**

A certified check or bank draft drawn on a solvent bank, payable without condition to the City of Starkville, Mississippi or a bid bond in the amount of 5% of the total bid amount shall be submitted with each bid as guarantee that, if the bid is accepted, a contract will be entered into and the performance of the contract properly secured. All contractors responding to this advertisement for bids must comply with all applicable requirements of Chapters 3 and 5 of Title 31 of the Mississippi Code of 1972, as amended.

Bid containers must be **SEALED** and marked **2018 ROADWAY BASE AND SURFACING PROGRAM - PROJECT NO. 18036 due September 20th, 2018**. Upon the outside or exterior of which is found the contractor's current Certificate of Responsibility number or statement to the effect that the bid enclosed does not exceed \$50,000.00 (*fifty thousand dollars*), pursuant to the provisions of ' §31-3-21 of the Mississippi Code of 1972, as amended.

The bid opening will be held in the Conference Room on the 2nd floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of thirty (30) days without the written consent of the City. The City reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

THE CITY OF STARKVILLE, MISSISSIPPI

Lesa Hardin, City Clerk



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 08/21/2018
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending August 15, 2018 is \$ 1,806,398.84
Of which the claims amount for Starkville Utilities is \$ 1,273,032.62

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of August 15, 2018 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 08/07/2018 - 08/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
FAIR OIL COMPANY	780936	08/12/2018	DIESEL FUEL INVENTORY	001-000-070-251	16,586.22
COREY WESTBROOKS	102	08/12/2018	DJ SERVICES FOR NATIONAL NIGHT OUT	001-000-160-698	200.00
GANN'S PARTY INFLATABLES	022442	08/12/2018	INFLATABLES FOR NATIONAL NIGHT OUT	001-000-160-698	725.00
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-000-053-206	150.81
FAIR OIL COMPANY	152774	08/12/2018	DIESEL- FUEL INVENTORY	001-000-070-251	15,944.99
NATIONAL ASSOC of TOWN WATCH	NNO9567	08/14/2018	25 TSHIRTS (SMALL & MEDIUM)	001-000-160-698	232.50
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-000-053-206	801.95
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-000-054-205	308.88
ACADEMY SPORTS	369766	08/15/2018	ALUMACRAFT JON BOAT, ONYX MESH, BEAVER 4FT WO	001-000-054-205	592.97
Outstanding Total:					35,543.32
Department 000 - UNDESIGNATED Total:					35,543.32
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-100-604-330	186.84
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-100-604-330	77.34
Outstanding Total:					264.18
Paid					
STARKVILLE HIGH SCHOOL BAND BOOSTERS	INV0026902	08/08/2018	HALF PAGE AD	001-100-610-340	100.00
Paid Total:					100.00
Department 100 - BOARD OF ALDERMEN Total:					364.18
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	3091481405	08/14/2018	SERVICES FOR MAY 2018	001-110-600-300	321.00
STRICKLAND COMPANIES	512029-0	08/14/2018	FILE FOLDERS, PAPER CLIPS, PENS, POST ITS, ETC.	001-110-501-200	355.59
LEXISNEXIS	3091530490	08/14/2018	JUNE 2018 SERVICES	001-110-600-300	321.00
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-110-604-330	37.39
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-110-604-330	77.34
Outstanding Total:					1,140.44
Department 110 - MUNICIPAL COURT Total:					1,140.44
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-111-604-330	100.68
Outstanding Total:					100.68
Department 111 - YOUTH COURT Total:					100.68

Expense Approval Report

Post Dates: 08/07/2018 - 08/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 120 - MAYORS OFFICE					
Outstanding					
SLAUGHTER & ASSOCIATES, PLLC	07.20.18	08/14/2018	ANNEXATION STUDY PHASE 2	001-120-600-300	4,860.08
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4026659959	08/12/2018	JME15733	001-120-604-330	73.23
CANON SOLUTIONS AMERICA	4026665986	08/12/2018	NZG06107	001-120-604-330	35.44
CORNERSTONE	COSMS-0818	08/12/2018	JULY 2018 CONSULTING SERVICES	001-120-600-300	3,333.33
GOVERNMENT AFFAIRS, LLC					
PETTY CASH VOUCHERS	INV0027036	08/14/2018	BUDGET/BOARD MEETING REFRESHMENTS	001-120-503-202	7.79
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-120-604-330	141.81
Outstanding Total:					8,557.14
Department 120 - MAYORS OFFICE Total:					8,557.14
Department: 123 - IT					
Outstanding					
WAUKAWAY DISTRIBUTORS, INC	44988	08/15/2018	2 FIVE GALLON BOTTLES OF WATER	001-123-691-550	15.90
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-123-604-330	259.52
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-123-604-330	77.34
CANON SOLUTIONS AMERICA	4026661652	08/12/2018	JWH03501	001-123-604-330	2.84
WAUKAWAY DISTRIBUTORS, INC	CLR0818-49	08/15/2018	MONTHLY COOLER RENT-IT DEPT	001-123-691-550	10.00
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-123-604-330	61.83
Outstanding Total:					455.55
Department 123 - IT Total:					455.55
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SAFEGUARD BUSINESS SYSTEMS	032966512	08/14/2018	MINUTE BOOKS 59 & 60	001-145-501-200	355.75
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-145-604-330	50.27
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-145-604-330	77.34
CANON SOLUTIONS AMERICA	4026659831	08/12/2018	JME09414 CITY CLERK OFFICE	001-145-604-330	33.23
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-145-604-330	30.91
Outstanding Total:					575.62
Department 145 - OTHER ADMINISTRATIVE Total:					575.62
Department: 180 - HUMAN RESOURCES					
Outstanding					
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-180-604-330	50.27
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CANON SOLUTIONS AMERICA	4026661652	08/12/2018	JWH03501	001-180-604-330	2.84
Outstanding Total:					81.23

Expense Approval Report

Post Dates: 08/07/2018 - 08/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Paid					
NAVARETTE ASHFORD	INV0026903	08/08/2018	LABOR LAW CONFERENCE BILOXI/ TRAVEL	001-180-690-553	101.46
Paid Total:					101.46
Department 180 - HUMAN RESOURCES Total:					182.69
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-190-604-330	135.94
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4026666852	08/12/2018	DRL72630	001-190-604-330	9.18
CADENCE VISA	188077	08/12/2018	APA MEMBERSHIP DUES/HAVELIN	001-190-690-557	459.00
Outstanding Total:					709.57
Department 190 - CITY PLANNER Total:					709.57
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
TCC FACILITES MANAGEMENT, INC	3253	08/15/2018	CITY HALL JULY 2018 MONTHLY CLEANING	001-192-600-338	1,100.00
PETTY CASH VOUCHERS	INV0027035	08/14/2018	DOLLAR GEN/JANITORIAL SUPPLIES	001-192-510-220	30.76
Outstanding Total:					1,130.76
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,130.76
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
STARKVILLE/OKTIBBEHA AIRPORT	1488	08/14/2018	QTRLY SHARE OF AIRPORT FUNDING-4TH QUARTER '18	001-195-951-953	7,982.00
Outstanding Total:					7,982.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					7,982.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTONS LANDSCAPING & JANITORIAL, LLC	102	08/13/2018	JULY LANDSCAPING SERVICES/CEMETARY	001-196-630-402	2,600.00
HAMPTONS LANDSCAPING & JANITORIAL, LLC	102	08/13/2018	JULY LANDSCAPING SERVICES/CEMETARY	001-196-637-637	600.00
BELL BUILDING SUPPLY, INC.	232096	08/12/2018	12 PINE STAKES	001-196-691-550	8.28
Outstanding Total:					3,208.28
Department 196 - CEMETERY ADMINISTRATION Total:					3,208.28
Department: 197 - ENGINEERING					
Outstanding					
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-197-604-330	77.33
CANON SOLUTIONS AMERICA	4026659959	08/12/2018	JME15733	001-197-604-330	73.23
CANON SOLUTIONS AMERICA	4026659959	08/12/2018	JME15733	001-197-604-330	73.23
CODY BURNETT	100152228	08/12/2018	REIMB PE EXAM MATERIALS	001-197-690-553	226.39
TRUSTMARK NATIONAL BANK	08.27.18	08/15/2018	LOAN # 93894/PRIUS & 2 TACOMAS	001-197-820-874	393.99
TRUSTMARK NATIONAL BANK	08.27.18	08/15/2018	LOAN # 93894/PRIUS & 2 TACOMAS	001-197-830-873	42.96
Outstanding Total:					915.25
Department 197 - ENGINEERING Total:					915.25

Expense Approval Report

Post Dates: 08/07/2018 - 08/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
GULF STATES DISTRIBUTORS, INC.	1295864-IN	08/12/2018	2 CASES OF .308 BULLETS	001-201-545-238	718.00
IRCUSTOMS	2491	08/13/2018	2500 CHAIN OF POSSESSION LABELS	001-201-556-251	2,821.32
COMLINK WIRELESS TECHNOLOGIES	IN-6807	08/12/2018	10 SPEAKER MICS	001-201-556-251	1,027.50
IVY AUTO PARTS, LLC.	590821	08/13/2018	BRAKE PADS AND ROTORS	001-201-630-360	317.08
TRI-STARR MUFFLER & BRAKE	288454	08/15/2018	REPLACE BRAKES, CONDENSER, AIR FILTER	001-201-630-360	1,673.31
ARGAIL CARTER	922975	08/10/2018	ALTERATIONS/LOMAX, HUGHES, PARKER, CARPENTER, PEAR	001-201-535-233	380.00
DIGITAL-ALLY	1102031	08/13/2018	CHARGER, 110 VAC WALL TO USB TYPE A PORT	001-201-556-251	33.00
HOWARD INDUSTRIES	18-00825763	08/13/2018	6PKS OF PAPER FOR CAR PRINTER (6)	001-201-556-251	318.00
STARKVILLE GLASS & PAINT	27216	08/14/2018	REPLACE DRIVERS DOOR GLASS-#1901	001-201-630-360	225.00
R&M TIRES	1118238	08/14/2018	OIL CHANGE, OIL FILTER	001-201-630-360	50.00
TRI-STARR MUFFLER & BRAKE	288481	08/15/2018	SPD #44/REPLACE ALTERNATOR & BELT	001-201-630-360	440.87
AXON ENTERPRISE, INC	SI-1545073	08/10/2018	BATTERY PACKS FOR TASERS, HOLSTERS	001-201-556-251	463.00
ARMY NAVY PAWN SHOP	0060490	08/10/2018	7 PAIR PANTS FOR NEW OFFICERS	001-201-535-233	275.00
HOWARD INDUSTRIES	18-00826319	08/13/2018	SEAGATE EXPANSION HARD DRIVE	001-201-556-251	65.00
BRISLIN, INC	180969	08/13/2018	FIX MISSING GEAR IN AC MOTOR	001-201-630-426	63.50
DANNY MCCLUSKEY TOWING	2144	08/13/2018	TOW S052 TO TRISTAR	001-201-630-360	55.00
TRI-STARR MUFFLER & BRAKE	288486	08/15/2018	REPLACE BATTERY (UNDER WARRANTY. LABOR ONLY)	001-201-630-360	26.00
TRI-STARR MUFFLER & BRAKE	288491	08/15/2018	AC RECHARGE	001-201-630-360	156.90
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	1,719.52
WAL MART-GENERAL CITY	04452	08/15/2018	COFEE POT AND FILTERS	001-201-501-200	22.29
TRI-STARR MUFFLER & BRAKE	288493	08/15/2018	OIL CHANGE	001-201-630-360	42.95
TRI-STARR MUFFLER & BRAKE	288494	08/15/2018	SPD #52/AC CHARGE, BRAKE PADS, MAX SENSOR, AIR FIL	001-201-630-360	910.76
IVY AUTO PARTS, LLC.	592692	08/13/2018	BATTERY	001-201-630-360	159.71
AXON ENTERPRISE, INC	SI-1545627	08/10/2018	4 TASERS	001-201-918-805	4,088.00
WATERMARK PRINTERS LLC	11709	08/15/2018	BIZ CARDS FOR, PRITCHARD, ROBERSON, WATKINS, LAY,	001-201-615-343	378.00
TRI-STARR MUFFLER & BRAKE	288499	08/15/2018	SPD #61, OIL CHANGE, COOLANT, FAN ASSY, BRAKE PADS	001-201-630-360	925.78
STARKVILLE FORD-LINCOLN MERCURY, IN	88989	08/14/2018	REPLACE STEERING GEAR & ALIGNMENT	001-201-630-360	1,815.67
STARKVILLE FORD-LINCOLN MERCURY, IN	10645	08/14/2018	TOW TO TRISTAR	001-201-600-300	220.00
DIGITAL-ALLY	1102280	08/13/2018	10 BATTERIES, 3.7V	001-201-556-251	260.00
TRI-STARR MUFFLER & BRAKE	288519	08/15/2018	FUEL PUMP RELAY, FUEL FILTER, LABOR	001-201-630-360	116.50
MID-SOUTH UNIFORM & SUPPLY	580679	08/14/2018	UNIFORMS, NAME PLATES, SERVICE BARS	001-201-535-233	1,600.10
UPS STORE 3702	6976	08/15/2018	POSTAGE	001-201-604-330	9.63
PITTS SIGN COMPANY	M13771	08/15/2018	CAR TAGS	001-201-615-343	75.00
LINDA MICHELLE HARGETT	0731118-SPD	08/14/2018	ALTS FOR FONSECA, ROBINSON, OAKES, HARRIS, LEDLOW	001-201-535-233	445.00
CADENCE VISA	073-839578	08/12/2018	OVERNIGHT INVESTIGATION	001-201-691-550	85.00
CINTAS FIRST AID & SAFETY	5011402659	08/12/2018	FIRST AID SUPPLIES AND GLOVES	001-201-501-200	77.14

Expense Approval Report

Post Dates: 08/07/2018 - 08/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRI-STARR MUFFLER & BRAKE	775909.	08/15/2018	FUEL PUMP RELAY, FUEL FILT	001-201-630-360	126.90
PETE'S TRANSMISSION SHOP	007986	08/14/2018	REPLACE TRANSMISSION IN 2006 DODGE CHARGER	001-201-630-360	2,683.45
WAL MART-GENERAL CITY	03230	08/15/2018	NOTEBOOKS	001-201-501-200	16.38
WAL MART-GENERAL CITY	07192	08/15/2018	WATER, WATER COOLER, CHARGERS	001-201-501-200	116.42
R&M TIRES	1118345	08/14/2018	TIRE MOUNT AND BALANCE	001-201-630-360	19.00
R&M TIRES	1118351	08/14/2018	INSTALL BATTERY	001-201-630-360	22.50
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-201-604-330	77.33
DANNY MCCLUSKEY TOWING	2052	08/13/2018	PICKED UP CAR IN ARKANSAS, BACK TO SPD	001-201-600-300	525.00
AT&T PRIVATE LINE SERVICE	3103923618	08/10/2018	NCIC PRIVATE LINE AUGUST 2018	001-201-604-330	203.15
CANON SOLUTIONS AMERICA	4026652708	08/12/2018	HWFO2043	001-201-635-369	120.28
CANON SOLUTIONS AMERICA	4026655561	08/12/2018	JMQ18879	001-201-635-369	60.82
CANON SOLUTIONS AMERICA	4026666114	08/12/2018	JMQ18878	001-201-635-369	100.31
STARKVILLE FAMILY PRACTICE	INV0027040	08/14/2018	DOCTOR BILL FOR W.CHISHOLM	001-201-541-237	85.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	08.02.18	08/14/2018	FEEDING INMATES JULY 2018	001-201-541-237	12,150.00
TRIUMPH SYSTEMS	1	08/15/2018	TARGET SYSTEM	001-201-556-251	1,098.23
BASICS, INC. A Trade America Company	22734	08/12/2018	CASE CLOROX, CASE ARMOR ALL, 2 CASES CHARMIN	001-201-555-250	248.45
BOB'S MOBILE RADIO	315882	08/12/2018	TRAVEL TIME TO &FROM CAMP SHELBY TO REMOVE EQUIPME	001-201-600-300	987.70
MAGNOLIA BOTTLED WATER CO	33336	08/14/2018	5 -FIVE GALLON BOTTLES WATER	001-201-501-200	37.50
SULLIVAN'S OFFICE SUPPLY, INC.	36526	08/14/2018	BINDERS,WRITING PADS, POST ITS, CORRECTION TAPE	001-201-501-200	68.11
DPS LAW ENFORCEMENT TRAINING	90069658	08/13/2018	MLEOTA TUITION -BENJAMIN OSWALT	001-201-690-552	3,650.00
INSTANT CARD	INV-21788	08/13/2018	115 EMPLOYEE ID BADGES W/SECURE POLICE OVERLAY	001-201-556-251	1,000.00
SULLIVAN'S OFFICE SUPPLY, INC.	36530	08/14/2018	5 FINE POINT PENS	001-201-501-200	10.95
OKTIBBEHA COUNTY COOPERATIVE	418577	08/14/2018	BOOTS FOR SIMON	001-201-535-233	99.85
MID-SOUTH UNIFORM & SUPPLY	580939	08/14/2018	VEST FOR LOMAX	001-201-535-233	644.00
AXON ENTERPRISE, INC	SI-1546704	08/10/2018	5 BATTERY PACKS FOR TASER	001-201-556-251	365.00
WATERMARK PRINTERS LLC	11738	08/15/2018	BUSINESS CARDS FOR DAVID FAIR	001-201-615-343	54.00
BOB'S MOBILE RADIO	315885	08/12/2018	RADIO REPAIRS TO P-20, P-61, P-22, P-33	001-201-630-400	480.00
TRI-STARR MUFFLER & BRAKE	775924	08/15/2018	SPD#20/REPLACE FRONT LOWER CTRL ARM ASSY	001-201-630-360	331.44
CITY OF COLUMBUS	SPD-001336-0818	08/12/2018	FORENSIC LAB SERVICE FOR INVOICE 588	001-201-600-300	440.00
R&M TIRES	1118410	08/14/2018	REPAIR FLAT TIRE AND MUFFLER	001-201-630-360	80.00
R&M TIRES	1118411	08/14/2018	TIRE MOUNT AND BALANCE	001-201-630-360	38.00
BELL BUILDING SUPPLY, INC.	232154	08/12/2018	3 DOUBLESIDED KEYS	001-201-501-200	7.47
STARKVILLE GLASS & PAINT	27290	08/14/2018	REPAIR WINDSHIELD ON INTERCEPTOR #7167	001-201-630-360	50.00
TRI-STARR MUFFLER & BRAKE	775935	08/15/2018	REPAIR EXHAUST	001-201-630-360	150.00
TRI-STARR MUFFLER & BRAKE	775938	08/15/2018	SPD #16/BLOWER REGISTER, SWAY BAR LINK, OIL CHANGE	001-201-630-360	354.75
TRI-STARR MUFFLER & BRAKE	775939	08/15/2018	SPOT LIGHT BULB, BACK UP LIGHT BULB, LABOR	001-201-630-360	49.68
DPS LAW ENFORCEMENT TRAINING	90070328	08/13/2018	MLEOTA- LODGING/MOTORCYCLE SCHOOL	001-201-690-552	220.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEXTSTEP INNOVATION	NSI15559	08/14/2018	COMPUTER FOR SGT. LOTT	001-201-501-200	1,319.00
R. FRANK NICHOLS	02302-149478	08/12/2018	REIMBURSE COST OF OIL CHANGE AT EXPRESS OIL CHANGE	001-201-630-360	45.63
JOHN M. LAY	INV0027028	08/13/2018	REIMB MEALS FROM TRANSPORT OF PRISONER, WYNNE, AR	001-201-541-237	5.45
JOHN M. LAY	INV0027028	08/13/2018	REIMB MEALS FROM TRANSPORT OF PRISONER, WYNNE, AR	001-201-691-550	18.05
DONTE L THOMAS	01111070	08/13/2018	REIMB ACADEMY SPORTS/CLOTHING ALLOWANCE	001-201-535-233	382.88
BANCORPSOUTH EQUIPMENT FINANCE	08.30.18	08/12/2018	#7334-70314-015/POLICE CA	001-201-820-874	26,509.33
BANCORPSOUTH EQUIPMENT FINANCE	08.30.18	08/12/2018	#7334-70314-015/POLICE CA	001-201-830-873	1,062.65
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027002	08/12/2018	UTILITY BILL BY DEPARTMENT	001-201-625-380	670.00
Outstanding Total:					78,844.19
Department 201 - POLICE DEPARTMENT Total:					78,844.19

Department: 250 - NARCOTICS BUREAU

Outstanding

CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-250-604-330	199.83
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-250-604-330	77.33
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-250-604-330	61.83
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-250-604-330	30.91
STARKVILLE NARCOTICS	INV0027029	08/13/2018	INFORMANT FEES	001-250-600-304	2,010.00
Outstanding Total:					2,379.90
Department 250 - NARCOTICS BUREAU Total:					2,379.90

Department: 261 - FIRE DEPARTMENT

Outstanding

JOSEPH DIAZ	INV0027050	08/15/2018	MSFA 1001 MEAL REIMBURSEMENT	001-261-600-390	32.34
LAIRD CLINIC OF FAMILY MEDICINE	300654	08/14/2018	MCKINNEY, HEP B #2	001-261-600-319	135.00
HOLLIS BROTHERS ELECTRIC & REFRIG	28848	08/13/2018	CHECK LEAK AT STATION #1	001-261-558-269	75.00
LAIRD CLINIC OF FAMILY MEDICINE	300653	08/14/2018	HEATON, OFFICE VISIT, VISION, TB SKIN	001-261-600-319	166.00
ROGUE FITNESS, LLC	4404680	08/15/2018	FITNESS EQUIPMENT/REF # 4404680 /CUST ID 1426078	001-261-730-542	23,975.43
RACKLEY OIL INC.	487014	08/14/2018	DIESEL	001-261-525-231	191.63
MAXXSOUTH BROADBAND	INV0027032	08/14/2018	8282 41 101 0005230 STATION 1	001-261-604-330	152.44
BELL BUILDING SUPPLY, INC.	230470	08/12/2018	2 PACKS LED LIGHTBULBS, 2 CANS FOAM WASP SPRAY	001-261-555-250	37.56
LAIRD CLINIC OF FAMILY MEDICINE	300658	08/14/2018	C.WATERS, TB SKIN TEST, ADULL	001-261-600-319	106.00
SHEPS CLEANERS	51073	08/14/2018	UNIFORM CLEANING	001-261-600-430	50.00
BELL BUILDING SUPPLY, INC.	230815	08/12/2018	PADLOCK, CHIP BRUSH, SAFETY HASP, AIR FILTER	001-261-555-250	40.11
POWERSTROKE EQUIPMENT SALES & SVC	3164	08/14/2018	SAW CHAIN AND SHARPEN CHAIN	001-261-630-360	30.99
LOWE'S-FIRE	902585	08/14/2018	CABINET FOR STATION 1	001-261-558-269	75.78
GENTRY SIGNS	H17059	08/12/2018	UTV LETTERING	001-261-630-360	90.00
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-261-604-330	183.29
POWERSTROKE EQUIPMENT SALES & SVC	3172	08/14/2018	RETURN SPRING, STARTER PULLEY	001-261-630-360	103.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UPS	54E5Y308	08/15/2018	SHIP PACKAGE TO FREDERICK, MD	001-261-501-200	15.72
BELL BUILDING SUPPLY, INC.	231300	08/12/2018	21 SINGLE SIDED KEYS	001-261-555-250	37.59
BELL BUILDING SUPPLY, INC.	231349	08/12/2018	5 SINGLESIDED KEYS	001-261-555-250	8.95
LOWE'S-FIRE	903706	08/14/2018	MORTAR GROUT, STONE SEALER, BUCKET,	001-261-558-269	40.26
RACKLEY OIL INC.	487898	08/14/2018	GAS & DIESEL FLUID	001-261-525-231	409.06
SHEPS CLEANERS	51081	08/14/2018	UNIFORM CLEANING	001-261-600-430	27.50
GOLDEN TRIANGLE PROPANE, LLC	INV0027004	08/12/2018	TANK RENTAL FOR STATION 5	001-261-625-380	25.68
ALARM SECURITIES, INC. dba ASI	08012018-106	08/10/2018	MONTHLY MAINT FOR PHONE SYSTEM	001-261-604-330	56.52
SECURITY SOLUTIONS	115059	08/14/2018	ANNUAL FIRE MONITORING FEE FOR STATION 5	001-261-604-330	420.00
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-261-604-330	77.33
NORTHEAST EXTERMINATING	332654	08/15/2018	PEST CONTROL 08.01.18 FIRE STATION #1	001-261-558-269	22.00
NORTHEAST EXTERMINATING	332690	08/15/2018	PEST CONTROL 08.01.18 FIRE STATION #2	001-261-558-269	22.00
NORTHEAST EXTERMINATING	332691	08/15/2018	PEST CONTROL 08.01.18 FIRE STATION #3	001-261-558-269	22.00
NORTHEAST EXTERMINATING	332705	08/15/2018	PEST CONTROL 08.01.18 FIRE STATION #4	001-261-558-269	22.00
NORTHEAST EXTERMINATING	333077	08/15/2018	PEST CONTROL 08.01.18 FIRE STATION #5	001-261-558-269	22.00
LOWE'S-FIRE	910604	08/14/2018	TOTER CART, SURE PROTECTOR, BATTERIES/STATION 5	001-261-555-250	85.43
STARKVILLE AUTO PARTS	116047	08/14/2018	MINI BLADE, KIT ER MIN 32V	001-261-630-360	9.98
GATEWAY TIRE & SERVICE CENTER	1104254060	08/12/2018	2 TIRES FOR LADDER 2	001-261-630-360	1,295.02
ATMOS ENERGY	INV0027044	08/15/2018	3055511080/FIRE STATION #1	001-261-625-380	62.02
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-261-604-330	3,250.70
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-261-604-330	440.19
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027002	08/12/2018	UTILITY BILL BY DEPARTMENT	001-261-625-380	815.00

Outstanding Total: 32,632.46

Department 261 - FIRE DEPARTMENT Total: 32,632.46

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-281-604-330	131.79
MAXXSOUTH BROADBAND	INV0027033	08/14/2018	8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-281-604-330	77.33
CANON SOLUTIONS AMERICA	4026659959	08/12/2018	JME15733	001-281-604-330	73.24
BULLOCK TOYOTA	157880C	08/12/2018	1 1632 REMOTE BATTERY	001-281-525-231	4.62
SULLIVAN'S OFFICE SUPPLY, INC.	36749	08/15/2018	RECEIPT BOOK FOR BLDNG DEPT.	001-281-501-200	11.21
TRUSTMARK NATIONAL BANK	08.27.18	08/15/2018	LOAN # 93894/PRIUS & 2 TACOMAS	001-281-820-874	393.99
TRUSTMARK NATIONAL BANK	08.27.18	08/15/2018	LOAN # 93894/PRIUS & 2 TACOMAS	001-281-830-873	42.96

Outstanding Total: 763.25

Department 281 - BUILDING/CODES OFFICE Total: 763.25

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027002	08/12/2018	UTILITY BILL BY DEPARTMENT	001-290-625-380	278.15
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027026	08/13/2018	99633-01 / CIVIL AIR PATROL	001-290-625-380	32.69
Outstanding Total:					310.84
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					310.84
Department: 301 - STREET DEPARTMENT					
Outstanding					
H&R AGRI-POWER	SQ00948	08/13/2018	LABOR TO FIX INOPERATIVE THUMB	001-301-630-400	170.00
APAC-MISSISSIPPI, INC	4000077944	08/10/2018	6 TONS MT 9.5MM	001-301-560-270	441.00
APAC-MISSISSIPPI, INC	4000078497	08/10/2018	29.04 TONS ST 9.5MM RAP	001-301-560-270	2,134.45
HILL MANUFACTURING COMPANY, INC.	974434-78	08/13/2018	HILCO LUBE-AERO- 1 DOZEN	001-301-555-250	143.27
TERRY'S GARAGE & REPAIRS, LLC	674	08/15/2018	REBUILD DRIVESHAFT, HANGER BEARING	001-301-630-400	631.66
BELL BUILDING SUPPLY, INC.	227639	08/12/2018	3 BAGS CONCRETE MIX	001-301-555-250	13.47
BELL BUILDING SUPPLY, INC.	227746	08/12/2018	1 CAN SAND.PRIMER GRAY PAINT, GLOSS BLACK, SMOKE	001-301-555-250	14.83
STARKVILLE AUTO PARTS	114682	08/15/2018	OIL FILTER	001-301-630-400	4.95
STARKVILLE AUTO PARTS	114761	08/15/2018	V BELT TOP COG-10	001-301-630-400	77.96
UNIVAR USA INC.	BH582395	08/15/2018	MOSQUITO CONTROL	001-301-515-221	985.10
STARKVILLE AUTO PARTS	114943	08/15/2018	DEGREASER	001-301-630-400	9.38
STARKVILLE AUTO PARTS	114985	08/15/2018	RADIATOR	001-301-630-400	127.99
CINTAS FIRST AID & SAFETY	5011084266	08/12/2018	FIRST AID SUPPLIES	001-301-555-250	72.75
STARKVILLE AUTO PARTS	115046	08/15/2018	ALTERNATOR, WIPER BLADES	001-301-630-400	134.97
BELL BUILDING SUPPLY, INC.	229199	08/12/2018	2 PACKS 100 WHITE FLAGS, 2 HWH SELF DRILLS	001-301-555-250	40.56
STARKVILLE AUTO PARTS	115270	08/15/2018	OIL	001-301-630-400	25.08
STARKVILLE AUTO PARTS	115319	08/15/2018	REFRIGERANT, BELT POLY RIB	001-301-630-400	47.96
NUNLEY TRUCKING CO., INC.	24516	08/14/2018	LOAD OF 100RR (23.22 TONS)	001-301-560-270	683.60
NUNLEY TRUCKING CO., INC.	24517	08/14/2018	LOAD OF 89 (23.76 TONS)	001-301-560-270	699.50
STARKVILLE AUTO PARTS	115417	08/15/2018	SERP BELT-POLY RIB	001-301-630-400	23.99
STARKVILLE AUTO PARTS	115418	08/15/2018	THROTTLE PLT/CARB CLEAN	001-301-630-400	9.59
STARKVILLE AUTO PARTS	115425	08/15/2018	DISP VALVE, SIDE CAN	001-301-630-400	27.38
STARKVILLE AUTO PARTS	115444	08/15/2018	FUSE HOLDER, REFRIGERANT, TANK ADAPTER	001-301-630-400	81.94
BASICS, INC. A Trade America Company	22674	08/12/2018	PRINTER INK-MAGENTA & YELLOW	001-301-501-200	65.00
CADENCE VISA	115033	08/12/2018	SKILDRIL INDUSTRIES/GAS POST DRIVER	001-301-555-250	1,440.00
BELL BUILDING SUPPLY, INC.	230352	08/12/2018	6 CANS GRAY PRIMER, 3 CANS SAND. PRIMER GRAY	001-301-555-250	39.87
CINTAS FIRST AID & SAFETY	5011402617	08/12/2018	GLOVES & SERVICE CHARGE	001-301-555-250	20.23
STARKVILLE AUTO PARTS	115661	08/15/2018	THREAD LOCKE, SKT TORX EXTERNAL	001-301-630-400	33.48
EAST MISSISSIPPI LUMBER CO	D12023	08/12/2018	9 PC SOCKET SET	001-301-555-250	20.89
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-301-604-330	50.27
SHERWIN WILLIAMS CO.	8969	08/15/2018	PRO PARK PAIN W/BLACK, 4 12" FRAME, TRAY LINER	001-301-630-400	52.94
BELL BUILDING SUPPLY, INC.	231015	08/12/2018	10 BAGS CONCRETE MIX	001-301-555-250	44.90
FASTENAL COMPANY	MSSTA80087	08/12/2018	25 LAG SHIELDS	001-301-555-250	23.22
POWERSTROKE EQUIPMENT SALES & SVC	3175	08/14/2018	REPAIR POLE DRIVER, REPAIR PACKER	001-301-630-400	268.83
FASTENAL COMPANY	MSSTA80126	08/12/2018	VARIOUS SCREWS AND FASTENERS	001-301-555-250	18.19
GATEWAY TIRE & SERVICE CENTER	1104245116	08/12/2018	2016 FORD F-250 FLAT REPAI	001-301-630-360	15.00
SPORTS SPECIALTY	24962	08/14/2018	16 SCREEN PRINTS	001-301-555-250	72.00
CINTAS FIRST AID & SAFETY	5011402656	08/12/2018	LOZENGE, ECONOMY EYEGLASS (15), GLOVES, SHA	001-301-555-250	200.35
EAST MISSISSIPPI LUMBER CO	A41946	08/12/2018	26 IMPACK SET SHOCK	001-301-555-250	25.64
GTR SOLID WASTE MGMT. AUTH	INV0027003	08/12/2018	JULY 2018 SOLID WASTE TICKETS	001-301-691-550	174.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FASTENAL COMPANY	MSSTA80136	08/12/2018	JOBERS AND HCS FASTENERS	001-301-555-250	38.82
STARKVILLE AUTO PARTS	115918	08/15/2018	THROTTLE PTL/CARB CLEANER	001-301-630-400	19.18
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-301-604-330	77.33
BELL BUILDING SUPPLY, INC.	231517	08/12/2018	2 RAKE HANDLES, 2 LAWN RAKES	001-301-555-250	64.08
BELL BUILDING SUPPLY, INC.	231539	08/12/2018	6 CARPENTER BEE/YELLOW JACKET KILL	001-301-555-250	38.94
STARKVILLE AUTO PARTS	115966	08/15/2018	DEX III/MERCON	001-301-630-400	17.97
FASTENAL COMPANY	MSSTA80224	08/12/2018	50 WEDGE ANCHORS	001-301-555-250	37.20
APAC-MISSISSIPPI, INC	4000080646	08/10/2018	2.86 TONS RAP 15	001-301-560-270	210.21
BELL BUILDING SUPPLY, INC.	232006	08/12/2018	3 PACKS OF DUCT TAPE	001-301-555-250	13.77
OKTIBBEHA COUNTY COOPERATIVE	419231	08/14/2018	3 HI-FLO KIT FOR OLD GAS CANS, 2 POUR SPOUTS	001-301-555-250	66.87
STARKVILLE AUTO PARTS	116111	08/15/2018	ULT HVY DUTY BEST CBL	001-301-630-400	124.99
POWERSTROKE EQUIPMENT SALES & SVC	3191	08/14/2018	3 SAW CHAINS	001-301-630-400	50.97
GATEWAY TIRE & SERVICE CENTER	1104255616	08/12/2018	LEFT FRONT FLAT REPAIR 2012 FORD F-350	001-301-630-360	15.00
STARKVILLE AUTO PARTS	116132	08/15/2018	ALTERNATOR	001-301-630-400	178.99
STARKVILLE AUTO PARTS	116154	08/15/2018	5GAL HYD FLUID	001-301-630-400	39.95
BELL BUILDING SUPPLY, INC.	232274	08/12/2018	SOCKET, 100 WHITE FLAGS, STRT BACK BLD, RECIP BLD	001-301-555-250	75.56
COLUMBUS RUBBER & GASKET CO., INC.	568227-001	08/12/2018	HYD HOSE FAB ASSEMBLY	001-301-630-400	31.40
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-301-604-330	185.48
ATMOS ENERGY	INV0027045	08/15/2018	3020752444/STREET DEPT	001-301-625-380	33.19

Outstanding Total: 10,487.05

Department 301 - STREET DEPARTMENT Total: 10,487.05

Department: 302 - STREET LIGHTING

Outstanding

STARKVILLE UTILITIES	14300-0618	08/14/2018	BULBS & LIGHT MAINTENANC	001-302-625-380	15,666.19
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027034	08/14/2018	UTILITY BILL	001-302-625-380	150.19
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027002	08/12/2018	UTILITY BILL BY DEPARTMENT	001-302-625-380	14,491.56
STARKVILLE UTILITIES	INV0027041	08/14/2018	UTILITY BILLS BY DEPT	001-302-625-380	29,181.11

Outstanding Total: 59,489.05

Department 302 - STREET LIGHTING Total: 59,489.05

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	001-360-604-330	37.39
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	001-360-604-330	77.33

Outstanding Total: 114.72

Department 360 - ANIMAL CONTROL Total: 114.72

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

WAL MART-GENERAL CITY	01866	08/15/2018	SURGE PROTECTORS	001-550-501-220	23.96
WAL MART-GENERAL CITY	08304	08/15/2018	LEATHER BALL	001-550-501-220	24.88
CINTAS-PARKS	215336771	08/14/2018	WEEKLY MAT CLEANING 06.27.18	001-550-501-208	41.11
RACKLEY OIL INC.	118226	08/14/2018	GAS	001-550-501-204	252.42
BERRY ELECTRIC, LLC	004282	08/12/2018	INSTALLED 400 WATT BALLAST & LAMPS/20 AMP C	001-550-600-355	1,100.00
NESCO ELECTRICAL DISTRIBUTORS	52256889.001	08/14/2018	4 LAMPS, BALLASTS, 1000'CORDS, LOCKNUT, RECPT COVE	001-550-630-426	643.81

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NESCO ELECTRICAL DISTRIBUTORS	52256889.002	08/14/2018	3 400-500V 1000 W PHOTOCNTROL	001-550-630-426	123.39
RACKLEY OIL INC.	118404	08/14/2018	GAS	001-550-501-204	209.96
A&M ENTERTAINMENT	163	08/10/2018	LABOR/SETUP MONITORS & STAGE	001-550-600-355	1,560.00
SPORTS CENTER	2604	08/14/2018	46 TSHIRTS	001-550-501-220	393.00
RACKLEY OIL INC.	118208	08/14/2018	GAS	001-550-501-204	210.23
CINTAS FIRST AID & SAFETY	5011084295	08/12/2018	FIRST AID SUPPLIES	001-550-501-200	104.42
CINTAS-PARKS	215340462	08/12/2018	WEEKLY MAT CLEANING 07.11.18	001-550-501-208	41.11
ATMOS ENERGY	INV0027043	08/15/2018	3019958172 PARKS-GILLESPIE ST	001-550-600-340	25.63
SPORTS CENTER	2611	08/14/2018	9 PAIR ADIDAS TENNIS SHOES	001-550-501-220	225.00
SPORTS SPECIALTY	24708	08/14/2018	9 AWARDS TROPHIES	001-550-501-220	495.00
RACKLEY OIL INC.	486704	08/14/2018	GAS	001-550-501-204	299.55
WAUKAWAY DISTRIBUTORS, INC	44978	08/15/2018	5- FIVE GALLON BOTTLES OF WATER	001-550-501-220	39.75
FRED TATE	1	08/12/2018	CONCESSIONS	001-550-501-220	308.00
RACKLEY OIL INC.	118397	08/14/2018	GAS	001-550-501-204	357.73
CINTAS-PARKS	215342283	08/12/2018	WEEKLY MAT CLEANING 07.18.18	001-550-501-208	41.11
RACKLEY OIL INC.	486877	08/14/2018	GAS	001-550-501-204	182.48
GENTRY SIGNS	N14181	08/12/2018	MCKEE HOMESCHOOL SIGNS	001-550-600-350	480.00
CINTAS-PARKS	215344089	08/12/2018	WEEKLY MAT CLEANING 07.25.18	001-550-501-208	41.11
NEWELL PAPER COMPANY	3041546	08/14/2018	TOWELS, TISSUE, MOP HEADS	001-550-501-208	258.41
RACKLEY OIL INC.	118410	08/14/2018	GAS	001-550-501-204	172.24
THYSSENKRUPP ELEVATOR CORP	3004062383	08/15/2018	ELEVATOR MAINTENANCE PACKAGE -SPORTSPLEX	001-550-630-426	745.94
CANON SOLUTIONS AMERICA	4026669888	08/12/2018	JMQ12482/ PARKS	001-550-600-330	46.38
WAUKAWAY DISTRIBUTORS, INC	CLR0818-274	08/15/2018	MONTHL COOLER RENTALS-PARKS DEPT.	001-550-501-220	20.00
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	INV0027039	08/14/2018	JUNE & JULY CHARGES. REF #442926	001-550-501-220	569.50
MOONSHOT RECREATION, LL	18-00026	08/15/2018	WATER BUCKET	001-550-630-402	8,602.00
NEWELL PAPER COMPANY	3042201	08/14/2018	TOWELS, TISSUE, CLEANER, SOAP	001-550-501-208	496.48
NEWELL PAPER COMPANY	3042240	08/14/2018	7 DUST MOP HEADS	001-550-501-208	121.31
LOWE'S- PARKS	902367	08/14/2018	SAFETY GLASSES, SCREWS, WASHERS	001-550-555-250	17.29
EAST MISSISSIPPI LUMBER CO	F8096	08/12/2018	2 WARN BARRIER FENCE ROLLS, 1 SHOVEL	001-550-501-220	77.87
LOWE'S- PARKS	909150	08/14/2018	PRIMER, HAND PUMP, COUPLING, PVC	001-550-555-250	59.91
LOWE'S- PARKS	910847	08/14/2018	RECIP SAW BLADE, RECIP SA	001-550-555-250	145.81
WAL MART-GENERAL CITY	01830	08/15/2018	DOOR PRIZES FOR BINGO (SENIOR CITIZENS)	001-550-501-220	178.24
SULLIVAN'S OFFICE SUPPLY, INC.	36599	08/14/2018	VELLUM, CLIPBOARD, MARKERS, SARASA PEN	001-550-501-200	42.86
CINTAS FIRST AID & SAFETY	5011475103	08/12/2018	FIRST AID SUPPLIES	001-550-501-200	148.63
MSU AGRICULTURAL & LIFE SCIENCES	1	08/14/2018	TURF EXPO-3 FIELD DAY ATTENDEES	001-550-610-350	120.00
VERNON PLUMBING CONTRACTORS	2325	08/15/2018	FURNISH & INSTALL WATER CLOSET & REPAIR VALVE	001-550-630-426	1,600.00
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-550-600-330	30.91
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	001-550-600-330	92.74
LOWE'S- PARKS	909027	08/14/2018	3 CORD STORAGE REELS, CABLE TIES, BATTERIES, ACET	001-550-555-250	105.14
KENNEDI AKINS	INV0026990	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	170.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CONNIE WISE	INV0026992	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	425.00
RONALD JOHNSON JR.	INV0026993	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	560.00
CHRISTOPHER ANDRE CLARK	INV0026994	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	330.00
ROBERT EARLE GANDY JR.	INV0026995	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	440.00
JOE DAN BAKER	INV0026996	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	781.00
JARQUEZ McCARTER	INV0026997	08/10/2018	CONTRACT LABOR/07/27/18-08/09/18	001-550-600-320	390.00
STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT	INV0026998	08/10/2018	OVERPAYMENT ON PO#6665	001-550-949-978	50.00
BERRY ELECTRIC, LLC	004280	08/12/2018	INSTALL NEW AMP POLE ON BASEBALL FIELD	001-550-600-355	260.00
WARREN DOUGLAS SMITH	INV0027006	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	635.00
CAMRYN DAWKINS	INV0027007	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	36.00
KENNIS KINGERY	INV0027008	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	148.50
ABBIE AMMON	INV0027009	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	280.50
RONALD CARTER CAMPBELL	INV0027010	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	32.00
COLBY FREELY	INV0027011	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	196.00
CAROLINE MATTOX	INV0027012	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	92.00
PEYTON WAYNE POOLE	INV0027013	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	420.75
CALEB WALKER PUGH	INV0027014	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	484.50
ELIJAH WILL CAPPLEMAN	INV0027015	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	382.50
ERIC SPEARS	INV0027016	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	364.00
HANNAH KNOX	INV0027017	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	174.25
HAILEY LOCKE	INV0027018	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	280.50
JOHN ALEX MULROONEY	INV0027019	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	312.00
LUCAS SUMNER	INV0027020	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	180.00
NICOLAS HOLLIS	INV0027021	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	204.00
STEVEN RILEY HARDY	INV0027022	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	68.00
TAYLOR S. HARDY	INV0027023	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	127.50
WILLIAM THOMAS HARDY	INV0027024	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	34.00
AHMIR TAYLOR	INV0027025	08/13/2018	CONTRACT LABOR/LIFEGUARD 07/27/18-	001-550-600-320	180.00
CARE PRODX.COM	48787	08/13/2018	ORDER #48787 WIRELESS PUSH PLATE	001-550-630-426	173.88
STARKVILLE UTILITIES	INV0027041	08/14/2018	UTILITY BILLS BY DEPT	001-550-600-340	792.22
Outstanding Total:					29,879.41
Department 550 - PARKS AND REC DEPARTMENT Total:					29,879.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 552 - PARK AND REC ACTIVITIES					
Outstanding					
WAL MART-GENERAL CITY	06672	08/15/2018	STOCKPOTS, COOKING UTENSILS, DISHCLOTHS	001-552-501-200	301.97
BERRY ELECTRIC, LLC	004281	08/12/2018	INSTALL 50 AMP 4 WIRE CIRCUIT FOR NEW STOVE/NRPA	001-552-501-200	410.00
MSU-PARKING & TRANSIT SERVICES	0818 COS_103_AR	08/14/2018	2018 SUMMER FEEDING PROGRAM/CITY OF STARKVIL	001-552-501-200	15,000.00
Outstanding Total:					15,711.97
Department 552 - PARK AND REC ACTIVITIES Total:					15,711.97
Department: 600 - CAPITAL PROJECTS					
Outstanding					
B&B CONCRETE CO. INC	P9188	08/12/2018	40 LINEAR FEET OF CLASS 3 CONCRETE PIPE	001-600-948-857	2,460.00
LEE'S PRECAST CONCRETE, IN	115531	08/14/2018	PRECAST SS-2 CURB INLET & BOX, ANGLE TYPE RING	001-600-948-857	1,860.00
GROUNDSTONE CONSTRUCTION	INV0027005	08/12/2018	OVERSTREET SIDEWALK CONNECTION/FINAL PAYMEN	001-600-903-516	803.00
LEE'S PRECAST CONCRETE, IN	115959	08/15/2018	PARKING BUMPERS FOR SIDEWALK	001-600-903-516	1,885.00
TERRY STIDHAM CONSTRUCTION	INV0027042	08/14/2018	CRITZ STREET PIPE REPLACEMENT PROJ#18020	001-600-948-857	1,200.00
Outstanding Total:					8,208.00
Department 600 - CAPITAL PROJECTS Total:					8,208.00
Fund 001 - GENERAL FUND Total:					299,686.32
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
ADB SAFEGATE AMERICAS, LL	J1996	08/15/2018	90038727,8802,8981,900400 51,0142,0261,1063	015-505-720-805	1,159.20
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	015-505-604-330	50.27
WAL MART-GENERAL CITY	06395	08/15/2018	SHOP TOWELS, INVOICE	015-505-541-237	33.72
MAXXSOUTH BROADBAND	INV0027031	08/14/2018	BOOK, WASP SPRAY	015-505-600-338	144.95
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	8282 41 101 0557107 CSBS-643956 CIRCUIT	015-505-604-330	77.33
EASTERN AVIATION FUELS	R2993977	08/12/2018	11024528 JET A & AVGAS TRUCK RENTA	015-505-600-322	800.00
MAGNOLIA BOTTLED WATER CO	32820	08/14/2018	2-FIVE GALLON BOTTLES OF WATER	015-505-691-550	15.00
RODNEY LINCOLN	115169	08/14/2018	REIMB FOR OIL DRY/AUTOZONE	015-505-570-273	31.96
U.S. POSTAL SERVICE	1424-2018	08/15/2018	ANNUAL PO BOX RENTAL- BOX 1424 AIRPORT	015-505-600-338	214.00
SOUTHERN TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	015-505-604-330	123.53
JOHN ETHAN SHARP	8	08/14/2018	70 HOURS WEEDEATING/AIRPORT	015-505-600-338	560.00
JAMES HUNTER MIDDLETON	13	08/14/2018	32.75 HOURS MOWING/AIRPORT	015-505-600-338	262.00
Outstanding Total:					3,471.96
Department 505 - AIRPORT Total:					3,471.96
Fund 015 - AIRPORT FUND Total:					3,471.96
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
ADB SAFEGATE AMERICAS, LL	J1996	08/15/2018	90038727,8802,8981,900400 51,0142,0261,1063	016-515-720-806	20,865.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADB SAFEGATE AMERICAS, LL	J1996	08/15/2018	90038727,8802,8981,900400 51,0142,0261,1063	016-515-720-809	1,159.20
Outstanding Total:					22,024.80
Department 515 - RESTRICTED PROJECTS Total:					22,024.80
Fund 016 - RESTRICTED AIRPORT Total:					22,024.80

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

CALVIN WARE	INV0026999	08/12/2018	FRAMES FOR CERTIFICATES FOR SES OFFICE	022-322-691-550	20.00
PITTS SIGN COMPANY	INV0027037	08/14/2018	TOWING SIGN FOR DUMPSTE	022-322-555-250	150.00
GATEWAY TIRE & SERVICE CENTER	1104218931	08/12/2018	TRUCK #96 FIX FLAT	022-322-630-360	15.00
GATEWAY TIRE & SERVICE CENTER	1104220387	08/12/2018	TRUCK 21A FIXED FLAT	022-322-630-360	36.50
TRI-STATE TRUCKCENTER*	BW88491	08/15/2018	TRUCK #94-REPLACE AIR DRYER, CLEAN CORE, ANTENN	022-322-630-360	1,010.11
GATEWAY TIRE & SERVICE CENTER	1104223278	08/12/2018	TRUCK #94 NEW TIRE, FIX FLAT, SERVICE CALL	022-322-630-360	374.64
CITY ALIGNMENT SERVICE	68440	08/12/2018	98 DODGE RAM- PCM STARTER, FUSES, ASD RELAY	022-322-630-360	135.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	58740	08/13/2018	TRUCK #95 REPLACE RADIATOR HOSES, REPLACE U	022-322-630-360	645.68
CITY ALIGNMENT SERVICE	68490	08/12/2018	2001 DODGE RAM, REPLACE PCM & PROGRAM	022-322-630-360	862.34
WATERMARK PRINTERS LLC	11694	08/15/2018	6 3 PART PO BOOKS	022-322-501-200	181.00
GATEWAY TIRE & SERVICE CENTER	1104237199	08/12/2018	TRUCK #40 FIX FLAT (OUTSIDE	022-322-630-360	32.50
CSPIRE WIRELESS	INV0027001	08/12/2018	CELL PHONE BILLS BY DEPT	022-322-604-330	128.22
PAUL'S WELDING	0118	08/14/2018	TRUCK #38 FIX BOLTS	022-322-630-360	145.00
TRI-STATE TRUCKCENTER*	BW88639	08/15/2018	TRUCK #95 LOW COOLANT, FIX SENSOR	022-322-630-360	378.16
PLUM CREEK ENVIRONMENTAL TECHNOLO	8116	08/14/2018	FRONT LOADS OF 18 CY PLUS FREIGHT	022-322-918-805	4,925.00
TERRY'S GARAGE & REPAIRS, LLC	853	08/15/2018	TRUCK #42 REPLACE BRAKES & DRUMS	022-322-630-360	674.79
STARKVILLE AUTO PARTS	115797	08/14/2018	4 LAMPS, 5 BLACK RUBBER FLAP	022-322-630-360	99.01
O'REILLY AUTO PARTS	0997-433184	08/14/2018	HYDRAULIC FLUID AND MOTOR OIL	022-322-525-231	479.91
BOB'S MOBILE RADIO	315884	08/12/2018	REMOVE RADIO TRK 84, INSTALL IN 129, ANTENNA KIT	022-322-630-404	893.00
CITY ALIGNMENT SERVICE	68556	08/12/2018	REPLACE HEATER HOSES ON DODGE DURANGO TRUCK 99	022-322-630-360	623.65
GATEWAY TIRE & SERVICE CENTER	1104247058	08/12/2018	TRUCK #95 TWO TIRES AND MOUNTS	022-322-630-360	506.28
SPORTS SPECIALTY	24948	08/14/2018	50 SAFETY ORANGE TSHIRTS W/SCREENPRINTING	022-322-535-233	117.18
H&O TRUCKS & TRAILER REPAIR L.L.C.	58764	08/13/2018	92A REPLACE FUEL FILTERS & AIR FILTERS	022-322-630-360	74.24
TERRY'S GARAGE & REPAIRS, LLC	864	08/15/2018	REPLACE DOOR ON TRUCK #4	022-322-630-360	1,610.13
GTR SOLID WASTE MGMT. AUTH	INV0027003	08/12/2018	JULY 2018 SOLID WASTE TICKETS	022-322-600-379	41,843.79
WASTE MANAGEMENT	0714194-2132-7	08/15/2018	JULY 2018 RECYCLING-4 HAU	022-322-600-431	1,636.24
GATEWAY TIRE & SERVICE CENTER	1104247346	08/12/2018	TRUCK 41 4 TIRES, 4 MOUNTS	022-322-630-360	1,012.56
GATEWAY TIRE & SERVICE CENTER	1104247594	08/12/2018	TRUCK #96 TUNE UP AND OIL CHANGE	022-322-630-360	58.55
CSPIRE BUSINESS SOLUTIONS	1294277	08/12/2018	CSBS-643956 CIRCUIT 11024528	022-322-604-330	77.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690082018	08/12/2018	104 MAILED ITEMS, 21 DRAFTS, 149 MAILED ITEMS, 3 S	022-322-600-364	420.00
GATEWAY TIRE & SERVICE CENTER	1104250486	08/12/2018	TRUCK 92A ONE TIRE AND MOUNT	022-322-630-360	253.14
H&O TRUCKS & TRAILER REPAIR L.L.C.	58640	08/13/2018	TRUCK 92A REPLACE LT FRONT AXLE HUB, SHAFT,BRA	022-322-630-360	2,654.23
NORTHEAST EXTERMINATING SOUTHERN	332655	08/14/2018	SANITATION 08.07.18	022-322-600-300	30.00
TELECOMMUNICATIONS	08.17.18	08/14/2018	ACCT # 2490 JULY 2018	022-322-604-330	30.91

Outstanding Total: 62,134.09

Department 322 - SANITATION DEPARTMENT Total: 62,134.09

Department: 329 - KEEP STARKVILLE BEAUTIFUL

Outstanding

COPY COW	12021	08/12/2018	15 WHITE LASER ONE SIDE SIGNS/KSB	022-329-501-200	8.04
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Outstanding Total: 8.04

Department 329 - KEEP STARKVILLE BEAUTIFUL Total: 8.04

Department: 341 - LANDSCAPING

Outstanding

WADE INCORPORATED	P27893	08/15/2018	TRACTOR #2 BUSHAL REPAIR	022-341-630-360	334.48
SPORTS SPECIALTY	24948	08/14/2018	50 SAFETY ORANGE TSHIRTS W/SCREENPRINTING	022-341-535-233	117.16
POWERSTROKE EQUIPMENT SALES & SVC	3181	08/14/2018	REPAIR EXMARK MOWER	022-341-630-360	161.55
SGK LANDSCAPES, LLC	ST22066	08/14/2018	MONTHLY MEDIAN MAINTENANCE	022-341-600-338	708.77
POWERSTROKE EQUIPMENT SALES & SVC	3182	08/14/2018	STIHL TRIMMER, TRIMMER LINE, MIX OIL	022-341-555-250	499.96
OKTIBBEHA COUNTY COOPERATIVE	417835	08/14/2018	GAS CAN, TARP, SPRAYERS	022-341-555-250	130.29
MARLOW ROGERS	INV0027030	08/14/2018	CONTRACT LABOR SVCS- SANITATION	022-341-691-550	575.00
REGIONS FINANCIAL CORPORATION	08.29.18	08/14/2018	001-0007521-006/ LEASE 2 FORD TRUCKS-SANITATION	022-341-820-874	1,174.05
REGIONS FINANCIAL CORPORATION	08.29.18	08/14/2018	001-0007521-006/ LEASE 2 FORD TRUCKS-SANITATION	022-341-830-873	40.25

Outstanding Total: 3,741.51

Department 341 - LANDSCAPING Total: 3,741.51

Fund 022 - SANITATION Total: 65,883.64

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

NEEL-SCHAFER	1052674	08/14/2018	ON CALL ENGINEERING PROJ NS.07150.011	023-323-600-338	247.50
SPORTS SPECIALTY	24948	08/14/2018	50 SAFETY ORANGE TSHIRTS W/SCREENPRINTING	023-323-535-233	117.16
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027027	08/13/2018	102182-001 / LANDFILL	023-323-625-380	44.81
ROCK HILL WATER ASSOCIATION	INV0027038	08/14/2018	WATER BILL	023-323-625-380	57.00

Outstanding Total: 466.47

Department 323 - LANDFILL Total: 466.47

Fund 023 - LANDFILL ACCOUNT Total: 466.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	8869	08/13/2018	PROJ 18-367 STKVILLE-CORNERSTONE PARK MASTER PLAN	375-551-907-942	15,500.00
Outstanding Total:					15,500.00
Department 551 - PARK & REC TOURISM Total:					15,500.00
Fund 375 - PARK AND REC TOURISM Total:					15,500.00
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0027049	08/15/2018	2% HOTEL/MOTEL TAX	610-000-147-656	22,067.88
Outstanding Total:					22,067.88
Department 000 - UNDESIGNATED Total:					22,067.88
Fund 610 - TRUST & AGENCY Total:					22,067.88
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0027046	08/15/2018	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	41,786.70
O.C.E.D.A	INV0027047	08/15/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	31,340.02
STARKVILLE CONVENTIONS/VISITORS BUR	INV0027048	08/15/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	31,339.89
Outstanding Total:					104,466.61
Department 000 - UNDESIGNATED Total:					104,466.61
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					104,466.61
Grand Total:					533,567.68

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	299,686.32	201.46
015 - AIRPORT FUND	3,471.96	0.00
016 - RESTRICTED AIRPORT	22,024.80	0.00
022 - SANITATION	65,883.64	0.00
023 - LANDFILL ACCOUNT	466.47	0.00
375 - PARK AND REC TOURISM	15,500.00	0.00
610 - TRUST & AGENCY	22,067.88	0.00
630 - ECONOMIC DEV, TOURISM & CONV	104,466.61	0.00
Grand Total:	533,567.68	201.46

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	952.76	0.00
001-000-054-205	DUE FROM STARKVILLE	901.85	0.00
001-000-070-251	FUEL INVENTORY	32,531.21	0.00
001-000-160-698	DONATION POLICE	1,157.50	0.00
001-100-604-330	COMMUNICATIONS	264.18	0.00
001-100-610-340	ADVERTISING	100.00	100.00
001-110-501-200	SUPPLIES	355.59	0.00
001-110-600-300	RESEARCH RESOURCES	642.00	0.00
001-110-604-330	COMMUNICATIONS	142.85	0.00
001-111-604-330	COMMUNICATIONS	100.68	0.00
001-120-503-202	COMMITTEE SUPPORT	7.79	0.00
001-120-600-300	PROFESSIONAL SERVICE	8,193.41	0.00
001-120-604-330	COMMUNICATIONS	355.94	0.00
001-123-604-330	COMMUNICATIONS	429.65	0.00
001-123-691-550	MISCELLANEOUS	25.90	0.00
001-145-501-200	SUPPLIES	355.75	0.00
001-145-604-330	POSTAGE/COPIER/PHON	219.87	0.00
001-180-604-330	COPIER/POSTAGE/PHON	81.23	0.00
001-180-690-553	TRAINING	101.46	101.46
001-190-604-330	COPIERS/PHONES/IPADS	250.57	0.00
001-190-690-557	PROFESSIONAL MEMBE	459.00	0.00
001-192-510-220	SUPPLIES	30.76	0.00
001-192-600-338	CONTRACT SERVICES	1,100.00	0.00
001-195-951-953	TRANSFER AIRPORT COS	7,982.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	2,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-196-691-550	MISCELLANEOUS	8.28	0.00
001-197-604-330	COMMUNICATIONS	251.91	0.00
001-197-690-553	TRAINING/EDUCATION	226.39	0.00
001-197-820-874	PRINCIPAL	393.99	0.00
001-197-830-873	INTEREST	42.96	0.00
001-201-501-200	OFFICE SUPPLIES	1,675.26	0.00
001-201-535-233	UNIFORMS	3,826.83	0.00
001-201-541-237	PRISONER EXPENSES	12,240.45	0.00
001-201-545-238	FIRING RANGE SUPPLIES	718.00	0.00
001-201-555-250	JANITORIAL SUPPLIES	248.45	0.00
001-201-556-251	POLICE SUPPLIES	7,451.05	0.00
001-201-600-300	PROFESSIONAL SERVICE	2,172.70	0.00
001-201-604-330	PHONES/FAX/COPIERS/	2,009.63	0.00
001-201-615-343	PRINTING & BINDING	507.00	0.00
001-201-625-380	UTILITIES	670.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	10,866.88	0.00
001-201-630-400	EQUIPMENT REPAIR &	480.00	0.00
001-201-630-426	BUILDING MAINTENANC	63.50	0.00
001-201-635-369	COPIER RENTAL	281.41	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-690-552	POLICE TRAINING/EDUC	3,870.00	0.00
001-201-691-550	MISCELLANEOUS	103.05	0.00
001-201-820-874	PRINCIPAL	26,509.33	0.00
001-201-830-873	INTEREST	1,062.65	0.00
001-201-918-805	MACHINERY AND EQUIP	4,088.00	0.00
001-250-600-304	INFORMANT FEES	2,010.00	0.00
001-250-604-330	COMMUNICATIONS	369.90	0.00
001-261-501-200	OFFICE AND JANITORIAL	15.72	0.00
001-261-525-231	GAS & OIL	600.69	0.00
001-261-555-250	SUPPLIES & SMALL TOO	209.64	0.00
001-261-558-269	BUILDING MAINTENANC	301.04	0.00
001-261-600-319	PHYSICAL EXAMINATION	407.00	0.00
001-261-600-390	FIRE TRAINING	32.34	0.00
001-261-600-430	UNIFORM CLEANING	77.50	0.00
001-261-604-330	PHONES/CABLE/INTERN	4,580.47	0.00
001-261-625-380	UTILITIES	902.70	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,529.93	0.00
001-261-730-542	BCBS HEALTHY HEROS P	23,975.43	0.00
001-281-501-200	OFFICE SUPPLIES	11.21	0.00
001-281-525-231	GAS & OIL	4.62	0.00
001-281-604-330	COPIER/PHONES/IPADS/	310.47	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	393.99	0.00
001-281-830-873	INTEREST (VEHICLES)	42.96	0.00
001-290-625-380	UTILITIES / CODE RED	310.84	0.00
001-301-501-200	SUPPLIES	65.00	0.00
001-301-515-221	ENVIRONMENTAL CONT	985.10	0.00
001-301-555-250	SUPPLIES & SMALL TOO	2,525.41	0.00
001-301-560-270	CONSTRUCTION MATERI	4,168.76	0.00
001-301-604-330	COMMUNICATIONS	313.08	0.00
001-301-625-380	UTILITIES	33.19	0.00
001-301-630-360	SHOP REPAIRS & MAINT	30.00	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,191.55	0.00
001-301-691-550	MISCELLANEOUS	174.96	0.00
001-302-625-380	UTILITIES	59,489.05	0.00
001-360-604-330	COMMUNICATIONS	114.72	0.00
001-550-501-200	OFFICE SUPPLIES	295.91	0.00
001-550-501-204	GAS & OIL	1,684.61	0.00
001-550-501-208	JANITORIAL FEES	1,040.64	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	2,355.20	0.00
001-550-555-250	SMALL EQUIPMENT	328.15	0.00
001-550-600-320	CONTRACT LABOR, UMP	7,728.00	0.00
001-550-600-330	COMMUNICATIONS / PH	170.03	0.00
001-550-600-340	UTILITIES	817.85	0.00
001-550-600-350	ADVERTISING	480.00	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	2,920.00	0.00
001-550-610-350	TRAVEL/TRAINING	120.00	0.00
001-550-630-402	SPLASHPAD & POOL MA	8,602.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	3,287.02	0.00
001-550-949-978	PARK & REC REFUNDS	50.00	0.00
001-552-501-200	NRPA SUPPLIES	15,711.97	0.00
001-600-903-516	ADA SIDEWALKS	2,688.00	0.00
001-600-948-857	STORM DRAINAGE	5,520.00	0.00
015-505-541-237	OPERATING SUPPLIES	33.72	0.00
015-505-570-273	VEHICLE REPAIR PARTS	31.96	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	1,180.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	251.13	0.00
015-505-691-550	MISCELLANEOUS	15.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-720-805	CAPITAL OUTLAY-GRANT	1,159.20	0.00
016-515-720-806	CAP IMPROV-2017 FAA	20,865.60	0.00
016-515-720-809	CAP IMPR-MDOT 2017 3	1,159.20	0.00
022-322-501-200	OFFICE SUPPLIES	181.00	0.00
022-322-525-231	GAS & OIL	479.91	0.00
022-322-535-233	UNIFORMS	117.18	0.00
022-322-555-250	SUPPLIES & SMALL TOO	150.00	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-364	BILLING SERVICES	420.00	0.00
022-322-600-379	LANDFILL FEES	41,843.79	0.00
022-322-600-431	CONTRACT RECYCLING C	1,636.24	0.00
022-322-604-330	COMMUNICATIONS	236.46	0.00
022-322-630-360	SHOP REPAIRS & MAINT	11,201.51	0.00
022-322-630-404	RADIO MAINTENANCE /	893.00	0.00
022-322-691-550	MISCELLANEOUS	20.00	0.00
022-322-918-805	MACHINERY AND EQUIP	4,925.00	0.00
022-329-501-200	KEEP STARKVILLE BEAUT	8.04	0.00
022-341-535-233	UNIFORMS	117.16	0.00
022-341-555-250	SUPPLIES & SMALL TOO	630.25	0.00
022-341-600-338	HWY 12 MAINT/RUSSEL	708.77	0.00
022-341-630-360	SHOP REPAIRS & MAINT	496.03	0.00
022-341-691-550	MISC / CONTRACT SERVI	575.00	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	1,174.05	0.00
022-341-830-873	INTEREST	40.25	0.00
023-323-535-233	UNIFORMS	117.16	0.00
023-323-600-338	CONTRACT / PROF SERVI	247.50	0.00
023-323-625-380	UTILITIES	101.81	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	15,500.00	0.00
610-000-147-656	DUE TO GOVERNMENT	22,067.88	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	41,786.70	0.00
630-000-147-664	DUE TO VISITORS/CONV	31,339.89	0.00
630-000-148-655	DUE TO EDA	31,340.02	0.00
Grand Total:		533,567.68	201.46

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	533,567.68	201.46
Grand Total:	533,567.68	201.46



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 Docket by Starkville Utilities in accordance with the State Purchasing Statute.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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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: 57 ALLIED UNIVERSAL CORPORATION											
I1480485	08/10/18	2035 Chlorine gas		08/22/18	1749.20	.00	ACH				
I1481849	08/10/18	2078 Chlorine gas		08/22/18	1068.70	.00	ACH				
I1487379,378,380	08/10/18	2128 Chlorine gas		08/22/18	1638.40	.00	ACH				
VENDOR TOTAL:					4456.30						
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000080056	08/10/18	2167 Asphalt repairs		08/22/18	1739.75	.00	ACH				
VENDOR TOTAL:					1739.75						
VENDOR: 122 ARMCHEM INTERNATIONAL CORP											
1588447,1589881	08/10/18	2097 Supplies		08/22/18	759.65	.00	CHK				
1594125	08/10/18	2227 Office supplies		08/22/18	484.00	.00	CHK				
VENDOR TOTAL:					1243.65						
VENDOR: 202 BELL BUILDING SUPPLY											
232522, 232416	08/10/18	2303 Supplies		08/22/18	51.89	.00	CHK				
VENDOR TOTAL:					51.89						
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100137467.001	08/10/18	1962 Parts and repairs		08/22/18	9117.14	.00	ACH				
S100137566.002	08/10/18	1963 Parts		08/22/18	441.70	.00	ACH				
S100147179.002	08/10/18	2180 Parts		08/22/18	198.75	.00	ACH				
S100147263.002	08/10/18	2184 Meter parts		08/22/18	880.00	.00	ACH				
S100147263.004	08/10/18	2184 Meter parts		08/22/18	710.00	.00	ACH				
S100147905.001	08/10/18	2207 Supplies		08/22/18	240.00	.00	ACH				
S100148349.001	08/10/18	2211 Parts		08/22/18	750.00	.00	ACH				
S100148650.001	08/10/18	2245 Parts		08/22/18	732.24	.00	ACH				
S100148650.002	08/10/18	2245 Supplies		08/22/18	170.38	.00	ACH				
S100149446.001	08/10/18	2268 Parts		08/22/18	600.00	.00	ACH				
VENDOR TOTAL:					13840.21						
VENDOR: 227 BULLDOG TOWING, LLC											
37895	08/10/18	2189 Towing		08/22/18	450.00	.00	CHK				
VENDOR TOTAL:					450.00						

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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: 251 COBURN SUPPLY COMPANY, INC.											
641396719	08/10/18	2256 Pipes		08/22/18	4668.45	.00	CHK				
641411369	08/10/18	2275 Pipes		08/22/18	2767.60	.00	CHK				
641411369-1	08/10/18	2275 Pipes		08/22/18	81.40	.00	CHK				
VENDOR TOTAL:					7517.45						
VENDOR: 307 CITY OF STARKVILLE											
JULY 2018-EXP	08/08/18	0 Reimb for City paid Expenses		08/20/18	928.87	.00	CHK				
JULY 2018-SALARY	08/08/18	0 Reimb 60% of L Brown Salary		08/22/18	1995.55	.00	CHK				
VENDOR TOTAL:					2924.42						
VENDOR: 308 CITY OF STARKVILLE-FUEL ACT											
JULY 2018	08/08/18	0 Fuel		08/22/18	5107.61	.00	CHK				
VENDOR TOTAL:					5107.61						
VENDOR: 309 CITY OF STARKVILLE-PAYROLL											
7/31/18	08/10/18	0 Reimb Weaver Insurance Payme		08/22/18	179.10	.00	CHK				
VENDOR TOTAL:					179.10						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3182092-000-000	08/10/18	2150 Repair parts		08/22/18	975.00	.00	CHK				
3182437-000-000	08/10/18	2233 Parts		08/22/18	278.00	.00	CHK				
VENDOR TOTAL:					1253.00						
VENDOR: 400 IVY AUTO PARTS											
591897,591381	08/10/18	2177 Parts		08/22/18	187.25	.00	ACH				
VENDOR TOTAL:					187.25						
VENDOR: 604 FASTENAL											
MSSTA79705	08/10/18	2305 Parts and supplies		08/22/18	2233.89	.00	ACH				
VENDOR TOTAL:					2233.89						

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VENDOR: 606 4-COUNTY EPA											
7/01-7/31/18	08/08/18	0 Utilities expense		08/22/18	11597.67	.00	CHK				
VENDOR TOTAL:					11597.67						
VENDOR: 620 G & C SUPPLY CO., INC.											
6703254	08/10/18	2198 Small equipment		08/22/18	1773.50	.00	ACH				
VENDOR TOTAL:					1773.50						
VENDOR: 641 FLUID PROCESS & PUMPS, LLC											
0017595	08/10/18	1999 Small equipment		08/22/18	1781.64	.00	CHK				
VENDOR TOTAL:					1781.64						
VENDOR: 690 GARVER											
17138030-6	08/10/18	0 Engineering services		08/22/18	541.00	.00	CHK				
VENDOR TOTAL:					541.00						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
I104235100	08/10/18	2248 Repairs		08/22/18	140.11	.00	CHK				
I104239466	08/10/18	2255 Repairs		08/22/18	213.66	.00	CHK				
I104240409	08/10/18	2255 Repairs		08/22/18	121.30	.00	CHK				
I104243546	08/10/18	2269 Repairs		08/22/18	110.55	.00	CHK				
I104256979	08/10/18	2294 Repairs		08/22/18	517.51	.00	CHK				
VENDOR TOTAL:					1103.13						
VENDOR: 702 HACH											
10997426,1096152	08/10/18	2114 Lab supplies		08/22/18	2428.56	.00	ACH				
11014043	08/10/18	2114 Supplies		08/22/18	301.75	.00	ACH				
VENDOR TOTAL:					2730.31						
VENDOR: 765 HYDRA SERVICE, INC.											
126354	08/10/18	1934 Parts		08/22/18	506.22	.00	CHK				
127315	08/10/18	2276 Pump rentals		08/22/18	5395.13	.00	CHK				
127318	08/10/18	2281 Pump repairs		08/22/18	1290.32	.00	CHK				
VENDOR TOTAL:					7191.67						

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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: 808 HOLLIS BROTHERS												
28804	08/10/18	2287	Repairs		08/22/18	75.00	.00	CHK				
VENDOR TOTAL:						75.00						
VENDOR: 942 ICM OF AMERICA, INC												
30002372	08/10/18	2122	Repairs		08/22/18	313.67	.00	ACH				
VENDOR TOTAL:						313.67						
VENDOR: 1191 LUCKETT PUMP & REPAIR												
18347	08/10/18	2161	Repairs		08/22/18	2736.00	.00	ACH				
18423	08/10/18	2174	Pump		08/22/18	2606.08	.00	ACH				
VENDOR TOTAL:						5342.08						
VENDOR: 1233 TERRY'S GARAGE AND REPAIR												
812	08/10/18	2190	Repairs		08/22/18	163.29	.00	CHK				
VENDOR TOTAL:						163.29						
VENDOR: 1322 MMC MATERIALS, INC.												
552971	08/10/18	2208	Concrete		08/22/18	240.00	.00	CHK				
553828	08/10/18	2240	Concrete		08/22/18	258.00	.00	CHK				
VENDOR TOTAL:						498.00						
VENDOR: 1341 MS DEVELOPMENT AUTHORITY												
8/01/18	08/10/18	0	CAP Loan Payments		08/22/18	22011.45	.00	CHK				
VENDOR TOTAL:						22011.45						
VENDOR: 1366 MS CROSS CONNECTION, LLC												
29300	08/10/18	2286	CCC Program Management		08/22/18	278.00	.00	ACH				
VENDOR TOTAL:						278.00						
VENDOR: 1392 NUNLEY TRUCKING CO., INC.												
24459	08/10/18	2171	Gravel		08/22/18	1331.00	.00	CHK				
VENDOR TOTAL:						1331.00						

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: 1400 NESCO												
S2262092.001	08/10/18	2242	Supplies		08/22/18	56.70	.00	ACH				
VENDOR TOTAL:						56.70						
VENDOR: 1525 OKTIBBEHA COUNTY COOP												
417891	08/10/18	2283	Soil		08/22/18	148.00	.00	ACH				
419087	08/10/18	2958	Soil and supplies		08/22/18	300.23	.00	ACH				
419714	08/10/18	2292	Supplies		08/22/18	299.00	.00	ACH				
420126	08/10/18	2299	Repairs		08/22/18	31.80	.00	ACH				
VENDOR TOTAL:						779.03						
VENDOR: 1800 RACKLEY OIL, INC.												
488194	08/10/18	2285	Oils		08/22/18	52.90	.00	ACH				
VENDOR TOTAL:						52.90						
VENDOR: 1910 STARKVILLE ELECTRIC DEPT												
14610-0618	08/08/18	0	Due to Elec Dept-146.10		08/22/18	195618.48	.00	ACH				
VENDOR TOTAL:						195618.48						
VENDOR: 1917 RONNIE JONES CONST., INC.												
20181217	08/10/18	2209	Supplies		08/22/18	360.00	.00	ACH				
20181226	08/10/18	2274	Gravel		08/22/18	1099.62	.00	ACH				
VENDOR TOTAL:						1459.62						
VENDOR: 1920 STARKVILLE FORD LINCOLN INC.												
88185	08/10/18	2163	Repairs		08/22/18	1459.63	.00	ACH				
VENDOR TOTAL:						1459.63						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY												
2153858-00	08/10/18	2251	Parts		08/22/18	264.52	.00	ACH				
VENDOR TOTAL:						264.52						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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VENDOR: 2018 TRADE AMERICA													
22731	08/10/18		2265 Supplies		08/22/18	1694.82	.00	ACH					
22736	08/10/18		2265 Supplies		08/22/18	328.09	.00	ACH					
VENDOR TOTAL:						2022.91							
VENDOR: 2024 THOMPSON MACHINERY													
CE0055075585-01	08/10/18		2173 Parts		08/22/18	41.03	.00	CHK					
VENDOR TOTAL:						41.03							
VENDOR: 2104 UPS													
24W1X6308	08/08/18		0 Postage		08/22/18	26.77	.00	CHK					
24W1X6318	08/10/18		0 Postage		08/22/18	28.52	.00	CHK					
VENDOR TOTAL:						55.29							
VENDOR: 2201 WRIGHT CHEMICAL, LLC													
1016	08/10/18		2254 Supplies		08/22/18	1896.00	.00	CHK					
VENDOR TOTAL:						1896.00							
VENDOR: 2202 WAYPOINT ANALYTICAL													
1040875, 1040771	08/10/18		2179 Weekly testing and analysis		08/22/18	468.00	.00	ACH					
1041051	08/10/18		2272 Weekly testing and analysis		08/22/18	234.00	.00	ACH					
VENDOR TOTAL:						702.00							
VENDOR: 2221 VOLKERT, INC.													
00607008	08/10/18		0 Professional services		08/22/18	2140.00	.00	CHK					
00807007	08/10/18		0 Professional services		08/22/18	3422.50	.00	CHK					
VENDOR TOTAL:						5562.50							
VENDOR: 9909810 LESLIE DEAN													
756	08/10/18		0 Maintenance		08/22/18	1600.00	.00	ACH					
758, 769	08/10/18		0 Maintenance		08/22/18	2225.00	.00	ACH					
VENDOR TOTAL:						3825.00							
GRAND TOTAL:						311711.54							

STARKVILLE UTILITIES
PRG. ACTPAYLT

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: 125 AT & T												
1007 - 8/01/18	08/10/18		0 Phones		08/22/18	78.89	.00	CHK				
VENDOR TOTAL:						78.89						
VENDOR: 190 BALDWIN LIGHTING, INC.												
17665, 17692	08/10/18		8199 Poles		08/22/18	15650.00	.00	ACH				
VENDOR TOTAL:						15650.00						
VENDOR: 227 BULLDOG TOWING, LLC												
38260	08/10/18		8223 Towing		08/22/18	250.00	.00	CHK				
VENDOR TOTAL:						250.00						
VENDOR: 232 BRADLEY BAGWELL												
JULY 2018	08/10/18		0 Meter reading		08/22/18	18910.06	.00	ACH				
VENDOR TOTAL:						18910.06						
VENDOR: 303 C SPIRE WIRELESS												
7/01-7/31/18	08/10/18		0 Phone bill		08/22/18	653.51	.00	CHK				
VENDOR TOTAL:						653.51						
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN												
AUG 2018	08/10/18		0 Equivalency Tax & Administra		08/22/18	120000.00	.00	CHK				
VENDOR TOTAL:						120000.00						
VENDOR: 308 CITY OF STARKVILLE-FUEL ACT												
JULY 2018	08/08/18		0 Fuel		08/22/18	4483.63	.00	CHK				
VENDOR TOTAL:						4483.63						
VENDOR: 356 THE CLINIC AT ELM LAKE												
21416	08/08/18		0 Employee Screening		08/22/18	30.00	.00	CHK				
VENDOR TOTAL:						30.00						

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VENDOR: 367 THE COMMERCIAL DISPATCH												
7/22/18	08/10/18		0 Job listings		08/22/18	162.00	.00	CHK				
VENDOR TOTAL:						162.00						
VENDOR: 400 IVY AUTO PARTS												
593187	08/10/18		8227 Parts		08/22/18	41.94	.00	ACH				
VENDOR TOTAL:						41.94						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER												
1104253429	08/10/18		8230 Repairs		08/22/18	15.00	.00	CHK				
VENDOR TOTAL:						15.00						
VENDOR: 696 GARNER LUMLEY ELECTRIC												
551009	08/10/18		8187 Meter accessories		08/22/18	3974.50	.00	ACH				
551218	08/10/18		8220 Meter accessories		08/22/18	13920.00	.00	ACH				
VENDOR TOTAL:						17894.50						
VENDOR: 721 GOLDEN TRIANGLE												
7/31/18 STMT	08/10/18		8251 Landfill charges		08/22/18	801.36	.00	CHK				
VENDOR TOTAL:						801.36						
VENDOR: 809 HOWARD INDUSTRIES, INC.												
244024-734043	08/10/18		8091 Parts		08/22/18	760.00	.00	ACH				
VENDOR TOTAL:						760.00						
VENDOR: 821 H & H TRUCK ACCESSORY CENTER												
SV-O-1001470	08/10/18		8217 Supplies		08/22/18	560.00	.00	CHK				
VENDOR TOTAL:						560.00						
VENDOR: 1011 JACOB FORRESTER												
8/03/18	08/08/18		0 Office supplies		08/22/18	13.35	.00	ACH				
VENDOR TOTAL:						13.35						

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VENDOR:	1012	JOHNSON CONTROLS										
85043689	08/08/18		0 Alarm service and repairs		08/22/18	914.54	.00	CHK				
			VENDOR TOTAL:			914.54						
VENDOR:	1106	LESLIE DEAN										
757	08/10/18		0 Maintenance		08/22/18	500.00	.00	ACH				
			VENDOR TOTAL:			500.00						
VENDOR:	1217	LIGHTS AND BALLASTS LLC										
419357	08/10/18		0 Light replacements		08/22/18	350.00	.00	CHK				
			VENDOR TOTAL:			350.00						
VENDOR:	1239	LOLLEY REAL ESTATE										
AUG 2018	08/10/18		0 Storage Rental		08/22/18	900.00	.00	ACH				
			VENDOR TOTAL:			900.00						
VENDOR:	1400	NESCO										
753,854,977,987	08/10/18		8224 Parts		08/22/18	3188.29	.00	ACH				
S2259244.001	08/10/18		8197 Uniforms		08/22/18	478.55	.00	ACH				
S2262384, 262624	08/10/18		8219 Parts		08/22/18	230.12	.00	ACH				
			VENDOR TOTAL:			3896.96						
VENDOR:	1406	NORTHEAST EXTERMINATING										
8/01/18, 8/08/18	08/10/18		8239 Pest control		08/22/18	105.00	.00	ACH				
			VENDOR TOTAL:			105.00						
VENDOR:	1408	NETWORK BILLING SYSTEMS, LLC										
182125479	08/10/18		0 Phone Bill		08/22/18	349.15	.00	ACH				
			VENDOR TOTAL:			349.15						
VENDOR:	1421	NIAGARA TECHNOLOGY GROUP										
INV-16407	08/10/18		0 Internet web hosting		08/22/18	250.00	.00	CHK				
			VENDOR TOTAL:			250.00						

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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:	1531		MOR CONSTRUCTION, INC.									
29-22386	08/10/18	8245	Contractor		08/22/18	17600.00	.00	ACH				
					VENDOR TOTAL:	17600.00						
VENDOR:	1623		POWERSTROKE EQUIPMENT SALES									
3171	08/10/18	8203	Repairs		08/22/18	378.94	.00	ACH				
					VENDOR TOTAL:	378.94						
VENDOR:	1800		RACKLEY OIL, INC.									
118452	08/10/18	8229	Parts		08/22/18	38.00	.00	ACH				
					VENDOR TOTAL:	38.00						
VENDOR:	1818		UNITED RENTALS, INC.									
943761631-127	08/10/18	0	Equipment rental		08/22/18	1000.00	.00	ACH				
					VENDOR TOTAL:	1000.00						
VENDOR:	1886		SEDC									
23407	08/08/18	0	Billing services		08/22/18	23359.00	.00	ACH				
					VENDOR TOTAL:	23359.00						
VENDOR:	1887		S & S LINE SERVICE									
1946-1947	08/10/18	0	ROW Clearing		08/22/18	6187.40	.00	ACH				
					VENDOR TOTAL:	6187.40						
VENDOR:	1910		STARKVILLE ELEC DEPT									
JULY 2018	08/08/18	0	Utility bills		08/22/18	363.98	.00	DFT				
					VENDOR TOTAL:	363.98						
VENDOR:	1925		SCOTT PETROLEUM CORP.									
1305378	08/10/18	8226	Fuel cylinders		08/22/18	42.00	.00	ACH				
					VENDOR TOTAL:	42.00						

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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: 1931 STARKVILLE SANITATION DEPT												
JULY 2018	08/10/18		0 July 2018 Sanitation Collect		08/22/18	218634.75	.00	CHK				
VENDOR TOTAL:						218634.75						
VENDOR: 1933 STARKVILLE WATER DEPT												
JULY 2018	08/10/18		0 July 2018 Collections		08/22/18	483418.10	.00	ACH				
VENDOR TOTAL:						483418.10						
VENDOR: 1945 SULLIVAN'S												
36438, 36439	08/08/18		0 Office supplies		08/22/18	126.24	.00	ACH				
36458	08/10/18		0 Office supplies		08/22/18	262.14	.00	ACH				
36503	08/08/18		0 Office supplies		08/22/18	654.46	.00	ACH				
36582, 36633	08/08/18		0 Office supplies		08/22/18	42.92	.00	ACH				
36584	08/08/18		0 Office supplies		08/22/18	75.00	.00	ACH				
VENDOR TOTAL:						1160.76						
VENDOR: 2018 TRADE AMERICA												
22702, 22717	08/10/18		8212 Office supplies		08/22/18	388.15	.00	ACH				
VENDOR TOTAL:						388.15						
VENDOR: 2021 TCC FACILITIES MANAGEMENT												
3238 - AUG 2018	08/08/18		0 Janitorial services		08/22/18	650.00	.00	ACH				
VENDOR TOTAL:						650.00						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.												
29556	08/10/18		0 Education and training		08/22/18	804.75	.00	ACH				
VENDOR TOTAL:						804.75						
VENDOR: 2107 UNIVERSITY SCREENPRINT												
23342	08/08/18		0 Uniforms and shirts		08/22/18	1147.61	.00	CHK				
VENDOR TOTAL:						1147.61						

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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: 2110 U. S. POSTAL SERVICE												
AUG 2018	08/08/18		0 Postage due-Acct#2610127		08/22/18	200.00	.00	CHK				
VENDOR TOTAL:						200.00						
VENDOR: 2116 UTILITECH												
2164	08/08/18		0 Product Development and Supp		08/22/18	500.00	.00	ACH				
VENDOR TOTAL:						500.00						
VENDOR: 2118 BORDER STATES ELECTRIC												
238,501,510,772	08/10/18		8182 Materials		08/22/18	13353.46	.00	ACH				
915711524	08/10/18		8097 Transmission insulators		08/22/18	3025.17	.00	ACH				
VENDOR TOTAL:						16378.63						
VENDOR: 2210 VERIZON WIRELESS												
9811608334	08/08/18		0 AMI M2M Data Usage		08/22/18	564.71	.00	CHK				
VENDOR TOTAL:						564.71						
VENDOR: 2305 WASTE PRO												
158513	08/10/18		8112 Commercial waste fees		08/22/18	462.61	.00	CHK				
VENDOR TOTAL:						462.61						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
45316	08/08/18		0 Water		08/22/18	31.80	.00	ACH				
CLR0818-272	08/08/18		0 Water		08/22/18	20.00	.00	ACH				
VENDOR TOTAL:						51.80						
VENDOR: 9680 JIM SPENCER												
8102018	08/10/18		8252 Vehicle expense		08/22/18	220.00	.00	CHK				
VENDOR TOTAL:						220.00						
VENDOR: 9909879 PATRICK COOK												
8/06/18	08/08/18		0 Reimb for computer purchase		08/22/18	200.00	.00	ACH				
VENDOR TOTAL:						200.00						

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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
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GRAND TOTAL:					961321.08						
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 8-21-2018
PAGE: 1

SUBJECT: Request approval of the July 2018 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 July 2018 financial statements of the City of Starkville, MS.



Budget Report Group Summary

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	6,813,500.00	6,892,750.00	99,771.02	6,708,965.34	-183,784.66	97.33 %
220 - LICENSES AND PERMITS	264,250.00	264,250.00	57,842.30	253,126.80	-11,123.20	95.79 %
230 - INTERGOVERNMENTAL REVENUES	9,535,355.00	9,613,879.00	920,730.44	7,726,659.97	-1,887,219.03	80.37 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	400.00	400.00	0.00	0.00	-400.00	0.00 %
330 - FINES AND FORFEITS	602,500.00	602,500.00	58,678.31	430,140.69	-172,359.31	71.39 %
340 - MISCELLANEOUS	195,000.00	206,000.00	26,374.18	274,831.23	68,831.23	133.41 %
360 - CHARGES FOR SERVICES	29,600.00	64,600.00	423.00	57,393.07	-7,206.93	88.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,541,700.00	4,534,800.00	113,884.74	2,026,875.85	-2,507,924.15	44.70 %
Department: 000 - UNDESIGNATED Total:	21,982,305.00	22,179,179.00	1,277,703.99	17,477,992.95	-4,701,186.05	78.80 %
Revenue Total:	21,982,305.00	22,179,179.00	1,277,703.99	17,477,992.95	-4,701,186.05	78.80 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,560.00	206,560.00	16,166.39	166,410.17	40,149.83	80.56 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	3,629.85	16,895.26	4,104.74	80.45 %
Department: 100 - BOARD OF ALDERMEN Total:	227,560.00	227,560.00	19,796.24	183,305.43	44,254.57	80.55 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	417,700.00	386,400.82	30,747.65	319,132.52	67,268.30	82.59 %
500 - SUPPLIES	12,000.00	12,000.00	244.81	6,075.83	5,924.17	50.63 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	499.72	17,307.92	3,692.08	82.42 %
900 - CAPITAL OUTLAY	10,000.00	7,500.00	0.00	3,751.00	3,749.00	50.01 %
Department: 110 - MUNICIPAL COURT Total:	460,700.00	426,900.82	31,492.18	346,267.27	80,633.55	81.11 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	102.58	1,088.60	411.40	72.57 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	102.58	1,088.60	411.40	72.57 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	147,600.00	153,750.00	12,193.82	122,577.53	31,172.47	79.73 %
500 - SUPPLIES	5,500.00	4,450.00	85.37	1,231.16	3,218.84	27.67 %
600 - CONTRACTUAL SERVICES	76,750.00	95,750.00	10,750.95	104,168.46	-8,418.46	108.79 %
Department: 120 - MAYORS OFFICE Total:	229,850.00	253,950.00	23,030.14	227,977.15	25,972.85	89.77 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	279,358.00	286,047.50	22,340.98	238,078.32	47,969.18	83.23 %
500 - SUPPLIES	2,000.00	2,500.00	0.00	1,487.59	1,012.41	59.50 %
600 - CONTRACTUAL SERVICES	69,500.00	69,000.00	3,871.85	64,333.01	4,666.99	93.24 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	876.14	57,300.93	-7,300.93	114.60 %
Department: 123 - IT Total:	400,858.00	407,547.50	27,088.97	361,199.85	46,347.65	88.63 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,500.00	2,500.00	0.00	45.38	2,454.62	1.82 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	7,500.00	7,500.00	0.00	45.38	7,454.62	0.61 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	377,830.00	386,908.88	29,855.45	305,807.46	81,101.42	79.04 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	79,500.00	5,500.00	93.53 %
Department: 142 - CITY CLERKS OFFICE Total:	462,830.00	471,908.88	29,855.45	385,307.46	86,601.42	81.65 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	2,029.55	2,970.45	40.59 %
500 - SUPPLIES	12,000.00	12,000.00	599.00	8,895.19	3,104.81	74.13 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	1,026.42	16,565.77	14,934.23	52.59 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	488.14	1,511.86	24.41 %
Department: 145 - OTHER ADMINISTRATIVE Total:	50,500.00	50,500.00	1,625.42	27,978.65	22,521.35	55.40 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	450.00	6,472.50	-1,472.50	129.45 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	450.00	6,472.50	-1,472.50	129.45 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,594.00	67,594.00	5,161.04	54,190.94	13,403.06	80.17 %
Department: 160 - ATTORNEY AND STAFF Total:	67,594.00	67,594.00	5,161.04	54,190.94	13,403.06	80.17 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	203,000.00	175,000.00	14,632.48	161,424.23	13,575.77	92.24 %
Department: 169 - LEGAL Total:	203,000.00	175,000.00	14,632.48	161,424.23	13,575.77	92.24 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	211,720.00	215,605.83	16,615.20	177,248.10	38,357.73	82.21 %
500 - SUPPLIES	7,000.00	7,000.00	117.95	4,171.21	2,828.79	59.59 %
600 - CONTRACTUAL SERVICES	46,350.00	42,350.00	343.41	4,518.91	37,831.09	10.67 %
Department: 180 - HUMAN RESOURCES Total:	265,070.00	264,955.83	17,076.56	185,938.22	79,017.61	70.18 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	229,560.00	241,309.88	18,605.82	195,735.82	45,574.06	81.11 %
500 - SUPPLIES	3,750.00	3,750.00	212.15	1,290.79	2,459.21	34.42 %
600 - CONTRACTUAL SERVICES	81,250.00	53,750.00	3,174.28	30,133.58	23,616.42	56.06 %
900 - CAPITAL OUTLAY	5,000.00	15,000.00	0.00	16,165.27	-1,165.27	107.77 %
Department: 190 - CITY PLANNER Total:	319,560.00	313,809.88	21,992.25	243,325.46	70,484.42	77.54 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	12.31	3,809.81	1,190.19	76.20 %
600 - CONTRACTUAL SERVICES	86,200.00	86,200.00	5,441.16	62,111.64	24,088.36	72.06 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	91,200.00	91,200.00	5,453.47	65,921.45	25,278.55	72.28 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	7,625.00	53,198.00	0.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	76,928.00	76,928.00	6,250.00	58,946.00	17,982.00	76.62 %
990 - TRANSFERS	75,200.00	75,724.00	0.00	24,724.00	51,000.00	32.65 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	207,326.00	207,850.00	13,875.00	136,868.00	70,982.00	65.85 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	3,200.00	16,673.58	14,326.42	53.79 %
990 - TRANSFERS	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	3,200.00	21,673.58	9,326.42	69.91 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	178,665.00	195,815.06	16,355.44	159,290.37	36,524.69	81.35 %
500 - SUPPLIES	2,050.00	2,050.00	138.89	953.34	1,096.66	46.50 %
600 - CONTRACTUAL SERVICES	24,000.00	21,000.00	240.26	9,804.39	11,195.61	46.69 %
800 - DEBT SERVICE	5,245.00	5,245.00	0.00	4,369.49	875.51	83.31 %
900 - CAPITAL OUTLAY	0.00	3,000.00	0.00	2,887.99	112.01	96.27 %
Department: 197 - ENGINEERING Total:	209,960.00	227,110.06	16,734.59	177,305.58	49,804.48	78.07 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	101,367.00	106,462.01	8,270.94	87,250.14	19,211.87	81.95 %
Department: 200 - POLICE ADMINISTRATION Total:	101,367.00	106,462.01	8,270.94	87,250.14	19,211.87	81.95 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,502,500.00	3,543,787.91	254,454.98	2,767,842.61	775,945.30	78.10 %
500 - SUPPLIES	422,252.00	425,752.00	35,586.43	353,821.47	71,930.53	83.11 %
600 - CONTRACTUAL SERVICES	425,550.00	405,550.00	24,018.61	399,041.50	6,508.50	98.40 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	25,000.00	28,540.00	0.00	10,855.29	17,684.71	38.04 %
800 - DEBT SERVICE	110,288.00	110,288.00	0.00	82,715.94	27,572.06	75.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	15,000.00	50,000.00	2,997.31	56,126.82	-6,126.82	112.25 %
Department: 201 - POLICE DEPARTMENT Total:	4,500,590.00	4,563,917.91	317,057.33	3,670,403.63	893,514.28	80.42 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	7,861.00	2,139.00	78.61 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	0.00	7,861.00	2,139.00	78.61 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	278,500.00	284,538.21	24,312.90	244,903.76	39,634.45	86.07 %
Department: 245 - DISPATCHERS Total:	278,500.00	284,538.21	24,312.90	244,903.76	39,634.45	86.07 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	114,850.00	118,964.53	14,102.26	155,970.74	-37,006.21	131.11 %
600 - CONTRACTUAL SERVICES	21,700.00	21,700.00	367.73	14,677.71	7,022.29	67.64 %
Department: 250 - NARCOTICS BUREAU Total:	136,550.00	140,664.53	14,469.99	170,648.45	-29,983.92	121.32 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	107,700.00	108,603.65	7,408.98	99,841.84	8,761.81	91.93 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 254 - DUI GRANT Total:	110,200.00	111,103.65	7,408.98	99,841.84	11,261.81	89.86 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	97,800.00	101,750.11	8,138.38	84,484.91	17,265.20	83.03 %
Department: 260 - FIRE ADMINISTRATION Total:	97,800.00	101,750.11	8,138.38	84,484.91	17,265.20	83.03 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,690,155.00	3,590,155.00	277,861.74	2,992,758.00	597,397.00	83.36 %
500 - SUPPLIES	99,250.00	125,425.00	12,094.66	113,971.43	11,453.57	90.87 %
600 - CONTRACTUAL SERVICES	330,000.00	330,000.00	16,381.32	305,832.70	24,167.30	92.68 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	260,615.00	68,642.89	261,241.61	-626.61	100.24 %
900 - CAPITAL OUTLAY	100,000.00	75,000.00	5,500.00	47,791.36	27,208.64	63.72 %
Department: 261 - FIRE DEPARTMENT Total:	4,219,405.00	4,381,195.00	380,480.61	3,721,595.10	659,599.90	84.94 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	262,250.00	262,781.00	19,058.69	197,770.66	65,010.34	75.26 %
500 - SUPPLIES	6,650.00	6,150.00	992.01	5,345.98	804.02	86.93 %
600 - CONTRACTUAL SERVICES	20,500.00	23,000.00	1,493.93	23,257.71	-257.71	101.12 %
800 - DEBT SERVICE	10,664.00	10,664.00	451.37	8,883.26	1,780.74	83.30 %
Department: 281 - BUILDING/CODES OFFICE Total:	300,064.00	302,595.00	21,996.00	235,257.61	67,337.39	77.75 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	15,000.00	21,000.00	27.27	10,449.26	10,550.74	49.76 %
900 - CAPITAL OUTLAY	0.00	12,220.00	0.00	12,124.28	95.72	99.22 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	33,220.00	27.27	22,573.54	10,646.46	67.95 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	638,365.00	665,222.00	51,144.64	521,896.86	143,325.14	78.45 %
500 - SUPPLIES	183,500.00	183,500.00	22,424.45	138,536.82	44,963.18	75.50 %
600 - CONTRACTUAL SERVICES	75,500.00	75,500.00	4,678.64	76,591.97	-1,091.97	101.45 %
800 - DEBT SERVICE	19,697.00	19,697.00	451.38	18,931.87	765.13	96.12 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	605.71	9,394.29	6.06 %
Department: 301 - STREET DEPARTMENT Total:	927,062.00	953,919.00	78,699.11	756,563.23	197,355.77	79.31 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	242.24	414,746.72	60,253.28	87.32 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	242.24	414,746.72	60,253.28	87.32 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	88,936.00	115,933.03	7,726.90	81,654.30	34,278.73	70.43 %
500 - SUPPLIES	4,250.00	5,750.00	2.00	3,042.10	2,707.90	52.91 %
600 - CONTRACTUAL SERVICES	19,400.00	19,400.00	321.62	17,085.66	2,314.34	88.07 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	106,000.00	106,000.00	0.00	106,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	218,586.00	247,083.03	8,050.52	207,782.06	39,300.97	84.09 %
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	652,200.00	672,059.01	59,883.95	526,028.86	146,030.15	78.27 %
500 - SUPPLIES	140,000.00	144,350.00	10,542.51	143,582.56	767.44	99.47 %
600 - CONTRACTUAL SERVICES	534,170.00	481,670.00	58,216.28	504,399.70	-22,729.70	104.72 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	2,000.00	-2,000.00	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	540.00	1,150.00	-1,150.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,326,370.00	1,298,079.01	129,182.74	1,177,161.12	120,917.89	90.68 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	33,800.00	3,807.81	7,701.52	26,098.48	22.79 %
600 - CONTRACTUAL SERVICES	0.00	1,200.00	0.00	978.51	221.49	81.54 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	35,000.00	3,807.81	8,680.03	26,319.97	24.80 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	10,378.69	9,621.31	51.89 %
900 - CAPITAL OUTLAY	2,216,319.00	2,176,319.00	348,360.63	467,052.85	1,709,266.15	21.46 %
Department: 600 - CAPITAL PROJECTS Total:	2,236,319.00	2,196,319.00	348,360.63	477,431.54	1,718,887.46	21.74 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	0.00	11,750.00	2,250.00	83.93 %
900 - CAPITAL OUTLAY	180,000.00	180,000.00	0.00	180,000.00	0.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	194,000.00	194,000.00	0.00	191,750.00	2,250.00	98.84 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,499,484.00	2,499,484.00	-181,779.41	1,802,077.37	697,406.63	72.10 %
Department: 800 - DEBT SERVICE Total:	2,499,484.00	2,499,484.00	-181,779.41	1,802,077.37	697,406.63	72.10 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,070,000.00	988,961.57	4,940.00	4,940.00	984,021.57	0.50 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,070,000.00	988,961.57	4,940.00	4,940.00	984,021.57	0.50 %
Expense Total:	21,982,305.00	22,179,179.00	1,405,232.41	15,982,241.80	6,196,937.20	72.06 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-127,528.42	1,495,751.15	1,495,751.15	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

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	0.00	0.00	0.00	7,460.25	7,460.25	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	7,460.25	7,460.25	0.00 %
Revenue Total:	0.00	0.00	0.00	7,460.25	7,460.25	0.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	0.00	0.00	0.00	2,942.50	-2,942.50	0.00 %
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	839.00	-839.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	0.00	0.00	0.00	3,781.50	-3,781.50	0.00 %
Expense Total:	0.00	0.00	0.00	3,781.50	-3,781.50	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	3,678.75	3,678.75	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	3,993.82	3,993.82	-130,006.18	2.98 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	96,535.00	96,535.00	0.00	0.00	-96,535.00	0.00 %
Department: 000 - UNDESIGNATED Total:	230,535.00	230,535.00	3,993.82	3,993.82	-226,541.18	1.73 %
Revenue Total:	230,535.00	230,535.00	3,993.82	3,993.82	-226,541.18	1.73 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	0.00	1,712.85	2,287.15	42.82 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	0.00	9,363.22	17,136.78	35.33 %
800 - DEBT SERVICE	99,428.00	99,428.00	0.00	104,095.19	-4,667.19	104.69 %
900 - CAPITAL OUTLAY	100,607.00	100,607.00	0.00	0.00	100,607.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	230,535.00	230,535.00	0.00	115,171.26	115,363.74	49.96 %
Expense Total:	230,535.00	230,535.00	0.00	115,171.26	115,363.74	49.96 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	3,993.82	-111,177.44	-111,177.44	0.00 %

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For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - MULTI-UNIT DRUG TASK FORCE						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Revenue Total:	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Expense Total:	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Fund: 010 - MULTI-UNIT DRUG TASK FORCE Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	54,987.00	-15,964.00	77.50 %
340 - MISCELLANEOUS	125,000.00	125,000.00	7,620.29	89,489.39	-35,510.61	71.59 %
360 - CHARGES FOR SERVICES	322,958.00	322,958.00	49,101.50	414,182.35	91,224.35	128.25 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	310,000.00	310,000.00	0.00	0.00	-310,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	828,909.00	828,909.00	56,721.79	558,658.74	-270,250.26	67.40 %
Revenue Total:	828,909.00	828,909.00	56,721.79	558,658.74	-270,250.26	67.40 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	69,809.00	69,809.00	9,660.26	80,088.72	-10,279.72	114.73 %
500 - SUPPLIES	329,750.00	329,750.00	50,731.09	312,580.11	17,169.89	94.79 %
600 - CONTRACTUAL SERVICES	69,350.00	69,350.00	7,665.35	74,626.76	-5,276.76	107.61 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	1,402.98	64,449.04	-14,449.04	128.90 %
900 - CAPITAL OUTLAY	310,000.00	310,000.00	0.00	0.00	310,000.00	0.00 %
Department: 505 - AIRPORT Total:	828,909.00	828,909.00	69,459.68	531,744.63	297,164.37	64.15 %
Expense Total:	828,909.00	828,909.00	69,459.68	531,744.63	297,164.37	64.15 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-12,737.89	26,914.11	26,914.11	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	532,435.00	532,435.00	1,119.05	337,777.55	-194,657.45	63.44 %
Department: 000 - UNDESIGNATED Total:	532,435.00	532,435.00	1,119.05	337,777.55	-194,657.45	63.44 %
Revenue Total:	532,435.00	532,435.00	1,119.05	337,777.55	-194,657.45	63.44 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	252,229.00	252,229.00	6,949.25	44,254.75	207,974.25	17.55 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	280,206.00	280,206.00	722.00	166,862.01	113,343.99	59.55 %
Department: 515 - RESTRICTED PROJECTS Total:	532,435.00	532,435.00	7,671.25	211,116.76	321,318.24	39.65 %
Expense Total:	532,435.00	532,435.00	7,671.25	211,116.76	321,318.24	39.65 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-6,552.20	126,660.79	126,660.79	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,841,000.00	2,841,000.00	237,198.92	2,349,975.36	-491,024.64	82.72 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	676,000.00	688,500.00	0.00	112,949.53	-575,550.47	16.41 %
Department: 000 - UNDESIGNATED Total:	3,517,000.00	3,529,500.00	237,198.92	2,462,924.89	-1,066,575.11	69.78 %
Revenue Total:	3,517,000.00	3,529,500.00	237,198.92	2,462,924.89	-1,066,575.11	69.78 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	998,225.00	1,039,599.00	78,085.33	805,271.67	234,327.33	77.46 %
500 - SUPPLIES	208,000.00	208,000.00	12,691.55	189,836.23	18,163.77	91.27 %
600 - CONTRACTUAL SERVICES	787,500.00	787,500.00	58,024.66	628,936.96	158,563.04	79.87 %
800 - DEBT SERVICE	97,192.00	97,192.00	7,190.55	80,084.10	17,107.90	82.40 %
900 - CAPITAL OUTLAY	649,232.00	597,751.00	2,465.02	86,386.84	511,364.16	14.45 %
Department: 322 - SANITATION DEPARTMENT Total:	2,740,149.00	2,730,042.00	158,457.11	1,790,515.80	939,526.20	65.59 %
Department: 324 - MDEQ RECYCLE GRANT						
500 - SUPPLIES	0.00	0.00	0.00	4,276.70	-4,276.70	0.00 %
Department: 324 - MDEQ RECYCLE GRANT Total:	0.00	0.00	0.00	4,276.70	-4,276.70	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	65,325.00	65,325.00	2,727.90	39,484.62	25,840.38	60.44 %
500 - SUPPLIES	15,014.00	15,014.00	4.00	1,845.47	13,168.53	12.29 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	6,912.22	14,565.67	16,434.33	46.99 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	126,685.32	0.68	100.00 %
Department: 325 - RUBBISH Total:	238,025.00	238,025.00	9,644.12	182,581.08	55,443.92	76.71 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL						
500 - SUPPLIES	8,000.00	8,000.00	165.00	1,841.76	6,158.24	23.02 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	689.04	1,310.96	34.45 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL Total:	10,000.00	10,000.00	165.00	2,530.80	7,469.20	25.31 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,350.00	260,457.00	24,403.33	247,949.96	12,507.04	95.20 %
500 - SUPPLIES	34,500.00	34,500.00	3,680.32	35,493.78	-993.78	102.88 %
600 - CONTRACTUAL SERVICES	43,500.00	43,500.00	5,090.30	30,201.00	13,299.00	69.43 %
800 - DEBT SERVICE	25,476.00	37,976.00	3,743.59	56,543.20	-18,567.20	148.89 %
Department: 341 - LANDSCAPING Total:	353,826.00	376,433.00	36,917.54	370,187.94	6,245.06	98.34 %
Expense Total:	3,342,000.00	3,354,500.00	205,183.77	2,350,092.32	1,004,407.68	70.06 %
Fund: 022 - SANITATION Surplus (Deficit):	175,000.00	175,000.00	32,015.15	112,832.57	-62,167.43	64.48 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	165,500.00	165,500.00	3,792.35	79,180.01	-86,319.99	47.84 %
340 - MISCELLANEOUS	500.00	500.00	0.00	0.00	-500.00	0.00 %
360 - CHARGES FOR SERVICES	10,500.00	10,500.00	0.00	456.50	-10,043.50	4.35 %
Department: 000 - UNDESIGNATED Total:	176,500.00	176,500.00	3,792.35	79,636.51	-96,863.49	45.12 %
Revenue Total:	176,500.00	176,500.00	3,792.35	79,636.51	-96,863.49	45.12 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	94,460.00	94,460.00	3,668.35	53,970.88	40,489.12	57.14 %
500 - SUPPLIES	19,800.00	19,800.00	8.00	3,643.15	16,156.85	18.40 %
600 - CONTRACTUAL SERVICES	233,240.00	233,240.00	186.37	61,759.52	171,480.48	26.48 %
900 - CAPITAL OUTLAY	4,000.00	4,000.00	626.30	626.30	3,373.70	15.66 %
Department: 323 - LANDFILL Total:	351,500.00	351,500.00	4,489.02	119,999.85	231,500.15	34.14 %
Expense Total:	351,500.00	351,500.00	4,489.02	119,999.85	231,500.15	34.14 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-175,000.00	-175,000.00	-696.67	-40,363.34	134,636.66	23.06 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	40,000.00	40,000.00	0.00	25,053.01	-14,946.99	62.63 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	25,053.01	-14,946.99	62.63 %
Revenue Total:	40,000.00	40,000.00	0.00	25,053.01	-14,946.99	62.63 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	24,971.15	61,880.36	-21,880.36	154.70 %
Department: 112 - COMPUTER ASSESMENTS Total:	40,000.00	40,000.00	24,971.15	61,880.36	-21,880.36	154.70 %
Expense Total:	40,000.00	40,000.00	24,971.15	61,880.36	-21,880.36	154.70 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-24,971.15	-36,827.35	-36,827.35	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

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	0.00	391.80	391.80	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	391.80	391.80	0.00 %
Revenue Total:	0.00	0.00	0.00	391.80	391.80	0.00 %
Fund: 127 - 2016 COTTON MILL TIF BOND Total:	0.00	0.00	0.00	391.80	391.80	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

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	0.00	165.54	165.54	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	165.54	165.54	0.00 %
Revenue Total:	0.00	0.00	0.00	165.54	165.54	0.00 %
Expense						
Department: 201 - POLICE DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	4,887.09	-4,887.09	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	0.00	0.00	0.00	4,887.09	-4,887.09	0.00 %
Department: 657 - POLICE BUILDING RENOVATIONS						
900 - CAPITAL OUTLAY	0.00	0.00	0.00	116,950.34	-116,950.34	0.00 %
Department: 657 - POLICE BUILDING RENOVATIONS Total:	0.00	0.00	0.00	116,950.34	-116,950.34	0.00 %
Expense Total:	0.00	0.00	0.00	121,837.43	-121,837.43	0.00 %
Fund: 135 - POLICE BUILDING RENOVATION BONDS Surplus (Deficit):	0.00	0.00	0.00	-121,671.89	-121,671.89	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	1,287.08	19,105.07	19,105.07	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	7,007,111.80	7,007,111.80	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	1,287.08	7,026,216.87	7,026,216.87	0.00 %
Revenue Total:	0.00	0.00	1,287.08	7,026,216.87	7,026,216.87	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	0.00	241,816.23	937,614.81	-937,614.81	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	1,961,550.70	-1,961,550.70	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	0.00	241,816.23	2,899,165.51	-2,899,165.51	0.00 %
Expense Total:	0.00	0.00	241,816.23	2,899,165.51	-2,899,165.51	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-240,529.15	4,127,051.36	4,127,051.36	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	991.72	3,480.36	3,480.36	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	4,349,946.23	4,349,946.23	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	991.72	4,353,426.59	4,353,426.59	0.00 %
Revenue Total:	0.00	0.00	991.72	4,353,426.59	4,353,426.59	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	20,000.00	-20,000.00	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	6,292.87	1,131,517.15	-1,131,517.15	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	0.00	6,292.87	1,151,517.15	-1,151,517.15	0.00 %
Expense Total:	0.00	0.00	6,292.87	1,151,517.15	-1,151,517.15	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-5,301.15	3,201,909.44	3,201,909.44	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 07/31/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	775,000.00	775,000.00	63,796.32	698,328.04	-76,671.96	90.11 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,375,000.00	1,375,000.00	63,796.32	698,328.04	-676,671.96	50.79 %
Revenue Total:	1,375,000.00	1,375,000.00	63,796.32	698,328.04	-676,671.96	50.79 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	425,078.00	425,078.00	5,589.75	354,790.50	70,287.50	83.46 %
900 - CAPITAL OUTLAY	699,922.00	699,922.00	0.00	144,816.42	555,105.58	20.69 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	195,900.00	54,100.00	78.36 %
Department: 551 - PARK & REC TOURISM Total:	1,375,000.00	1,375,000.00	5,589.75	695,506.92	679,493.08	50.58 %
Expense Total:	1,375,000.00	1,375,000.00	5,589.75	695,506.92	679,493.08	50.58 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	58,206.57	2,821.12	2,821.12	0.00 %
Report Surplus (Deficit):	0.00	0.00	-324,101.09	8,787,971.07	8,787,971.07	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	-127,528.42	1,495,751.15	1,495,751.15
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	3,678.75	3,678.75
003 - RESTRICTED FIRE FUND	0.00	0.00	3,993.82	-111,177.44	-111,177.44
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	-12,737.89	26,914.11	26,914.11
016 - RESTRICTED AIRPORT	0.00	0.00	-6,552.20	126,660.79	126,660.79
022 - SANITATION	175,000.00	175,000.00	32,015.15	112,832.57	-62,167.43
023 - LANDFILL ACCOUNT	-175,000.00	-175,000.00	-696.67	-40,363.34	134,636.66
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	-24,971.15	-36,827.35	-36,827.35
127 - 2016 COTTON MILL TIF BOND	0.00	0.00	0.00	391.80	391.80
135 - POLICE BUILDING RENOVATIO	0.00	0.00	0.00	-121,671.89	-121,671.89
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-240,529.15	4,127,051.36	4,127,051.36
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-5,301.15	3,201,909.44	3,201,909.44
375 - PARK AND REC TOURISM	0.00	0.00	58,206.57	2,821.12	2,821.12
Report Surplus (Deficit):	0.00	0.00	-324,101.09	8,787,971.07	8,787,971.07



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

AGENDA ITEM DEPT.: Finance and Admin
AGENDA DATE: August 21, 2018
PAGE: 1

SUBJECT: Consideration of approval to apply for Fleetcor fuel cards to be used for fuel purchases in City vehicles when out of town.

AMOUNT & SOURCE OF FUNDING:

Fleetcor is the State Contract fuel management system recommended for government entities. Fuel is always billed at state contract price, which is currently approximately 27.5 cents less than retail. There are no taxes paid with the use of this card. The card will be used only on out of town purchases which are more than a tank of gas from Starkville.

Currently, when a city vehicle is driven to an event, conference, training, etc., the employee must fill up the vehicle with either his own money or with a cash advance. They then return the receipts and are reimbursed. The City is paying fuel cost of fuel at the pump as well as taxes. With a Fleetcor card, the City will save money.

**REQUESTING
DEPARTMENT:** Finance and Admin
CFO

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval to apply for Fleetcor fuel cards to be used for fuel purchases in City vehicles when out of town.



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

AGENDA ITEM DEPT.: Fire
AGENDA DATE: August 21, 2018
PAGE: 1

SUBJECT: Fire Engine presentation to the Mayor and Board.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

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

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-722-0051.

SUGGESTED MOTION: Fire Engine presentation to the Mayor and Board.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 21, 2018
Page: 1

SUBJECT:

Request authorization to advertise for a Community Development Administrator in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 12, annual salary range of \$37,440.00 (\$18.00 hour) - \$46,800 (\$22.50 hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was held by Jacqueline Posley, who is resigning.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Community Development Administrator in the Community Development Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 21, 2018
Page: 1

SUBJECT:

Request authorization to advertise for an Office Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 15, Annual Salary range of \$50,514.70 (\$24.29.hour) - \$67,228.44 (\$32.32 hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Kris Keel, who is resigning.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for an Office Manager in the Starkville Utilities Department.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: August 21, 2018
PAGE: 1 of 8

SUBJECT: Consideration of the approval of the facility use agreement with Starkville Christian Home Educators for use of athletic fields for their football, soccer and volleyball programs.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with Starkville Christian Home Educators for use of athletic fields for their football, soccer and volleyball programs.

STARKVILLE PARKS AND RECREATION DEPARTMENT FACILITY USE AGREEMENT

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE CHRISTIAN HOME EDUCATORS**, hereinafter referred to as the "User."

ARTICLE I GENERAL TERMS

1.01 This Agreement shall be in effect from the date of execution until December 31, 2019. The City will permit the User to use athletic fields located at McKee Park and the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, for the purposes of practices and games. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time without cause.

1.02 The user shall end all scheduled activities by 6 p.m. at McKee Park and the Starkville Sportsplex Softball fields, and by 5:30 p.m. at the Starkville Sportsplex Soccer Fields, unless otherwise approved by the City.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a)** Fifteen and no/100 Dollars (\$15.00) per player.
- (b)** Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c)** The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a)** Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b)** Paying for all damages related to and arising out of use of the Facility by the User

(c) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.08 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.09 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a**

waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City **before** any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a)** Dates and times of scheduled practices and games

- (b) Identification of field(s) to be used
- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The user acknowledges that parents shall remain on-site at all times and provide direct supervision for their children, in lieu of requiring any members of the organization to undergo a background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

**ARTICLE XIV
MISCELLANEOUS TERMS**

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

**STARKVILLE CHRISTIAN HOME
EDUCATORS**

CITY OF STARKVILLE

By:_____

By:_____

Printed Name:_____

Mayor

Date:_____

Title:_____

Date:_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth TX 76116		CONTACT NAME: Sports Division PHONE (A/C, No, Ext): (817) 738-6100 E-MAIL ADDRESS: kdaniels@pullenins.com FAX (A/C, No):	
INSURED Starkville Christian Home Educators 2956 Henryvill Road Cedarbluff MS 39741		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Company INSURER B: Mutual of Omaha Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23841 71412	

COVERAGES**CERTIFICATE NUMBER:** 4381**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		87085581-02	08/13/2018	08/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Participant Legal Liab \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical Payments for Participants			SR2014MS-P-TBD	08/13/2018	08/13/2019	Excess Medical 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Starkville 110 W Main St Starkville MS 39759	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: August 21, 2018
PAGE: 1 of 7

SUBJECT: Consideration of the approval of the facility use agreement with Starkville Academy for use of an athletic field for their varsity girls' soccer program.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with Starkville Academy for use of an athletic field for their girls' soccer program.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE ACADEMY**, hereinafter referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect for the duration of the 2018-2019 Starkville Academy Girls' Soccer Season. The City will permit the User to use one multiuse field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Academy Boys' and Girls' Soccer teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

(a) Two-thousand, four-hundred fifty and no/100 Dollars (\$2,450.00).

1.04 The User agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary
- (b) Cleaning and stocking of restrooms
- (c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User
- (d) General grounds maintenance of Facility and City-installed equipment
- (e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must**

name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City **before** any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used
- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

**ARTICLE X
RELEASE**

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

**ARTICLE XIV
MISCELLANEOUS TERMS**

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE ACADEMY

CITY OF STARKVILLE

By:_____

By:_____

Printed Name:_____

Mayor

Date:_____

Title:_____

Date:_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Associates Of Starkville, LLC 807 Hwy 12 W. Starkville MS 39759		CONTACT NAME: Robyn Havard PHONE (A/C, No, Ext): (662)324-1055 E-MAIL ADDRESS: robyn@iastarkville.com FAX (A/C, No): (662)324-6275	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GuideOne Mutual	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1871300046**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	N	Y	001290674	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City Of Starkville Starkville Parks and Recreation Dept
405 Lynn Lane

Starkville

MS 39759

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Robyn Havard

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

AGENDA ITEM DEPT.: Finance and Administration
AGENDA DATE: 8/21/18
PAGE: 1 of 4

SUBJECT: Consideration of Parks and Recreation Department Program that includes a trip to Branson, Missouri, for the dates of December 10-13, 2018.

AMOUNT & SOURCE OF FUNDING: None.

FISCAL NOTE: No cost to the city.

AUTHORIZATION HISTORY: This program would be facilitated by the Parks and Recreation Department and hosted by Trek Travel, an agency with significant experience in the travel industry. There is no cost to the city for this program. The Parks and Recreation Department would assist in promoting the program and collect and forward payments for Trek Travel.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval for the Parks and Recreation Department Program that includes a trip to Branson, Missouri, for the dates of December 10-13, 2018.



A Division of BOWDON COACHES, LLC.

**"CHRISTMAS SHOWTIME IN BRANSON"
OXFORD PARK COMMISSION – LEISURE LIFESTYLES & R.S.V.P. SENIOR CORPS
ESCORTED BY SAM PRYOR & MIKE YOUNG
DECEMBER 3 – 6, 2018**

TOUR INCLUSIONS

Three Nights First Class Hotel Accommodations in Branson, MO
Reserved Seats for the All-New Show, "Samson" at Sight and Sound Theatre
Reserved Seats for the Hit Show, "Million Dollar Quartet"
Reserved Seats for the "All Hands on Deck" Show
Enjoy Shopping and Strolling in Historic Downtown Branson
Reserved Seats for the Brett Family Singers Show
Reserved Seats for the Dutton Family Jamboree Show
Reserved Seats for the "World Famous Platters" Show
Three Dinners Included, Breakfast Included everyday
Round Trip Luxury Motorcoach Transportation (DVD, Satellite) and Restroom on board
All Luggage Handling, Applicable Taxes and Meal Gratuities Included

MONDAY, DECEMBER 3, 2018 – We officially begin our Christmas Showtime Tour this morning as we head to Branson where seasonal colors, memorable music, and exciting shows are in full swing! We depart from the Oxford Park Commission parking lot in Oxford at **7:30 a.m.** and make our way to the beautiful Ozarks. Enjoy complimentary Do-Nuts and orange juice as we depart. Rest stops en route and a lunch stop on our own in Arkansas. We will arrive in Branson by late afternoon and we drop off our luggage at our hotel, and have time to freshen up. Later on, a wonderful dinner is included at the Grand Country Buffet restaurant. Tonight, we start our Branson tour with a bang, as we enjoy reserved seating to the Smash Hit Musical, "Million Dollar Quartet!" When the pioneers of Rock 'n Roll got together for the greatest jam session ever in 1956, this musical shares the music, laughter, and memories from that one and only day! Enjoy all your favorite hits from Elvis Presley, Johnny Cash, Jerry Lee Lewis, and Carl Perkins in one unforgettable, high energy show! We will depart after the performance and transfer to our hotel for the next three nights. (B,D)

TUESDAY, DECEMBER 4, 2018 – A full hot breakfast is included at our hotel. Following breakfast, we will enjoy the Brett Family Singer's Show! One of the most talented families in live music, the Brett Family will showcase their talent in a variety of music styles – Big Band, Gospel, County, and Acapella, plus a memorable tribute to our Veterans we won't soon forget! Following the show, we will transfer to downtown Branson, for an "Old Fashioned" dining and shopping experience! Our group will enjoy lunch on our own at one of the many locally owned restaurants, with several options that are sure to please! After lunch, a local favorite for Shopping is "Dick's Five and Dime," where we can step back in time and see those hard to find items. It will conjure up memories of "days gone by." Downtown Branson is filled with unique specialty stores that we

We will all enjoy during our free time this afternoon. If the group would like, we will also have some time to visit the Tanger Outlet Mall, or have time to relax and freshen up at our hotel. Later this afternoon, we will load our bus and transfer to "Montana Mike's Steakhouse" for another great dinner included in our tour. Following dinner, we will transfer up the road for a great evening – The Dutton Family Jamboree Show!" If you look up "talent" in the dictionary, you would find the word "Dutton!" This is one great family with a wealth of talent! Every member of the Dutton family will blow us away with fiddle playing, great singing, dancing, and comedy! We will see why the Dutton's have won numerous awards for Branson's favorite family show and "Best Theatre" award! We will return to our hotel after the performance this evening. (B,D)

WEDNESDAY, DECEMBER 5, 2018 – Enjoy a full hot breakfast included at our hotel. This morning, our group will enjoy AMERICA'S #1 PATRIOTIC SHOW in Branson, the ALL HANDS ON DECK SHOW! This Show is an All-Singing, All-Dancing, All-American 1942 Roadshow & Radio Broadcast reproduction filled with the songs, dances and laughs that America has loved for 70 years! Featuring Broadway Veteran Jody Madaras and the rich sounds of the LIVE 9-piece Hollywood Victory Caravan Orchestra, classic commercials, tight harmonies, impromptu skits, and 42 of the greatest American songs ever written, this show will remind us of a simpler time in America, and a time when we were all united as one Country. Following our show, we will transfer to Panera Bread, to enjoy lunch on our own, today. Immediately after lunch, our group will head to our next show, and we are in for a treat, as we will enjoy the awe-inspiring vocal harmonies and hit songs of the World-famous Platters! The Platters were America's most popular recording group from 1950 to 1955, recording over 400 songs and selling 89 million records! We will relive so many great memories with songs like: "Only You", "Smoke Gets in Your Eyes," and "Twilight Time." The Platters enjoy connecting with the audience in a warm and memorable way, which will add to our memories. We will have some time to freshen up at our hotel this afternoon, and then we will head to the Uptown Café where we will have four different entrée choices for our dinner, included this evening. Following our meal, we will transfer to the gigantic Sight and Sound Theater to see the unforgettable new show – Samson! This show brings the Bible to life as it tells the story of a man who the Lord gave amazing strength...he defeated an entire army and slayed a lion with his bare hands. But there was a secret behind his super-power, and that is where the trouble begins. We will enjoy this new production in Branson that has everyone talking! Following the show, we will return to the hotel for the rest of the evening. (B,D)

THURSDAY, DECEMBER 6, 2018 – Enjoy a full hot breakfast included at our hotel. We will load our luggage on to our motorcoach and check out of our hotel as we say goodbye to Branson at 8:30 a.m. As we make our way out of town, our group will enjoy a special treat, as we will make a rest stop at Coursey's Smokehouse, where we can purchase the best ham, turkey breast, and sliced bacon you have ever had! We'll make a lunch stop Arkansas and continue homeward arriving back at the Oxford Park Commission parking lot, full of memories and good cheer from our Christmas Showtime in Branson Tour! (B)

TOUR COST BASED ON 30 PAYING PASSENGERS PER MOTORCOACH – 54 MAXIMUM

\$ 695.00 Per Person Double Basis – Two People to a Room

\$ 645.00 Per Person Triple Basis – Three People to a Room

\$ 625.00 Per Person Quad Basis – Four People to a Room

\$ 825.00 Per Person Single Basis – One Person to a Room

A \$100.00 per person Trip Deposit is Due by August 31, 2018

A Second Payment of \$250.00 per person is Due by September 28, 2018

Full Trip Payment is Due by November 2, 2018

Cancellation Penalties May be Incurred after October 5th

To Secure your Reservation, please call Sam Pryor at 662.816.9613, or fill out the Reservation Form and mail it to the OPC Office!

Come Enjoy this special Branson Tour and make some new friends! Enjoy complimentary snacks, soft drinks and bottled water throughout the trip!



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

AGENDA ITEM DEPT.: Police

AGENDA DATE: 8/21/18

PAGE: 1 of 32

SUBJECT: The Starkville Police Department is requesting permission to enter into the grant agreement with the Mississippi Office of Highway Safety concerning grant number 154AL-2019-ST-32-11, which is the DUI Enforcement grant for FY19. This grant provides two (2) additional full time DUI enforcement officers as well as overtime enforcement in the areas of alcohol and drugged driving arrests.

AMOUNT & SOURCE OF FUNDING: \$80,637.60

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY19 DUI Enforcement.



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

PHIL BRYANT
GOVERNOR
July 25, 2018

MARSHALL L. FISHER
COMMISSIONER

Lynn Spruill, Mayor
City of Starkville/Starkville Police Department
101 East Lampkin Street
Starkville, Mississippi 39759

Project Number: 154AL-2019-ST-23-11
Funding Source and Title: 154 Alcohol FY19

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Starkville/Starkville Police Department's Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 154 Alcohol funding, in the amount of \$80,637.60, pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

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

Mississippi Office of Highway Safety
Attn: Rena Gaylor
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Laura Henderson, 601-977-3711, lhenderson@dps.ms.gov or Division Director, Rena Gaylor, 601-977-3728, rgaylor@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety

Mississippi Office of Highway Safety

Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- 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
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

FY19 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

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

1. Subgrantee's Name: City of Starkville/Starkville Police Department Mailing Address: 101 East Lampkin Street Starkville, Mississippi 39759 Telephone Number: 662-323-4131 FAX: E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2018 3. Subgrant Number: 154AL-2019-ST-23-11 4. Grant Identifier (Funding Source & Year): 154 Alcohol FY19 5. Beginning and Ending Dates: October 1, 2018 – September 30, 2019 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.607		8. DUNS # - 782430557	
9. Congressional District: 03			
10. A: FAIN #: 18X9205464MS17 69A37518300001540MSA		11. A: Initial Federal Award Date: April 20, 2017 & May 2, 2018	
10. B: Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date:	
		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$80,145.60	(1) Federal	\$80,637.60
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$492.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$80,637.60
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	154AL 402PT
TOTAL	\$80,637.60	TOTAL:	\$80,637.60 \$15,400.00 \$96,037.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville	

FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

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

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

FY19 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of City of Starkville will maintain the number of alcohol related fatalities from 0 in 2016 to 0 by the end of 2019.

The jurisdiction/agency of City of Starkville will reduce the number of alcohol related injuries from 3 in 2016 to 1 by the end of 2019.

The jurisdiction/agency of City of Starkville will maintain the number of drug related injuries from 0 in 2016 to 0 by the end of 2019.

Performance Measures:

Increase the number of grant funded DUI arrest from 228 in FY17 to 233 by the end of FY19.

Strategies:

Select or Hire full-time officer

Overtime Enforcement

12 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

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

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Super Bowl

Memorial Day

4th of July

FY19 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Attend LEL Troop Network meeting. (Christmas/New Year's)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 58 DUI Arrest citations during quarter, to reach 25% goal of 233 for FY2019.

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

Additional Tasks:

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

Projected Expenditures for 1st Quarter: \$21,159.35

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 58 DUI Arrest citations during quarter, to reach 25% goal of 233 for FY2019.

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

Additional Tasks:

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

Projected Expenditures for 2nd Quarter: \$21,159.25

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 59 DUI Arrest citations during quarter, to reach 25% goal of 233 for FY2019.

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

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$17,159.25

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend LEL Troop Network meeting. (Labor Day)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 58 DUI Arrest citations during quarter, to reach 25% goal of 233 for FY2019.

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

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 4th Quarter: \$21,159.75

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: 154AL-2019-ST-23-11		3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2018	5. Ending: September 30, 2019
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary	1 Full-Time Officer @ \$15.66 x 2080 hours = \$32,572.80 1 Full-Time Officer @ \$15.66 x 2080 hours = \$32,572.80 Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 per hour x 600 hours = \$15,000.00 Total Salaries = \$80,145.60	\$80,145.60		\$80,145.60
Travel	In-State Highway Safety Training (Must Be Pre-Approved): S.T.O.R.M Conference: Meals: \$41.00 per day x 3 days = \$123.00 20% meal gratuity x \$123.00 = \$24.60 \$147.60 x 2 people = \$295.20 DUI Forum Meals: \$41.00 per day x 2 days = \$82.00 20% meal gratuity x \$82.00 = \$16.40 \$98.40 x 2 people= \$196.80 Total Travel: \$492.00	\$492.00		\$492.00
*Meals can only be claimed with an overnight hotel stay. *Itemized receipts are required on all in-state travel *Meals will be reimbursed at the maximum reimbursement rate of \$41.00 per day, unless overnight travel is in a high-cost area (Oxford-\$56.00, Southaven-\$51.00, Starkville-\$46.00)				
TOTALS		\$80,637.60		\$80,637.60

Mississippi Office of Highway Safety

FY19 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

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

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

V. GENERAL PROJECT REQUIREMENTS

- Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

defray the costs of the project described in the award. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

- G. Sub-Grantee must maintain in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee must submit to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (vacation, sick leave, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee must maintain a copy of the certificate of completion and must be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion must be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

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

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs:

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

C. Unallowable Training Costs:

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

D. Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

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

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training ***must be*** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS ***will not reimburse*** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES

FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

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

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of 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 "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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 or debarment.

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

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

BUY AMERICA ACT

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

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

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

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

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

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

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

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

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

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

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

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

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

Audit Requirements:

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

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

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

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

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

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

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

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

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

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

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

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

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

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

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

As the Authorized Official for, The City of Starkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

As the Authorized Official for, The City of Starkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below 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.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

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

Herein, called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application
(Program Source) 154 Alcohol and has reviewed the project described in the agreement; and

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

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

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of
_____, 20 _____ AS

FOLLOWS:

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

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

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

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Starkville has authorized and approved (print designated secondary signatory official name) R. Frank Nichols to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Reynolds F. Nichols Title: Chief of Police
(Designated Secondary Signatory Official)

Organization Name: City of Starkville

Mailing Address: 101 E. Lampkin St.

City: Starkville Zip Code: 39759

Telephone Number: (662) 323-4131 Cellular Number: (662) 769-4401

Email Address: r.nichols@cityofstarkville.org

Signature of Designated Secondary Signatory Official: Reynolds F. Nichols

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)



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

AGENDA ITEM DEPT.: Police

AGENDA DATE: 8/21/18

PAGE: 1 of 32

SUBJECT: The Starkville Police Department is requesting permission to enter into the grant agreement with the Mississippi Office of Highway Safety concerning grant number PT-2019-PT-23-11 which is the Police Traffic Safety grant for FY19. This grant provides for overtime enforcement in the areas of traffic law enforcement.

AMOUNT & SOURCE OF FUNDING: \$15,400.00

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

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

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY19 PTS Enforcement.



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

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 25, 2018

Lynn Spruill, Mayor
City of Starkville/Starkville Police Department
101 East Lampkin Street
Starkville, MS 39759

Project Number: PT-2019-PT-23-11
Funding Source and Title: 402 Police Traffic Services

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Starkville/Starkville Police Department Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 402 Police Traffic Services funding, in the amount of \$15,400.00, pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

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

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

Please feel free to contact your Traffic Safety Specialist, Sonya Williams, 601-977-3726, sdwilliams@dps.ms.gov or Division Director, Robin Layton, 601-977-3722, RLayton@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tenicia Speech", with a long, sweeping horizontal line extending to the right.

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety

Mississippi Office of Highway Safety

Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- 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
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

FY19 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

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

1. Subgrantee's Name:
City of Starkville
Starkville Police Department

Mailing Address:
101 East Lampkin Street
Starkville, Mississippi 39759

Telephone Number: 662-323-4131
FAX: 662-324-4016
E-Mail: c.jackson@cityofstarkville.org

2. Effective Date of Grant: October 1, 2018

3. Subgrant Number: PT-2019-PT-23-11

4. Grant Identifier (Funding Source & Year):
402 Police Traffic Services FY19

5. Beginning and Ending Dates:
October 1, 2018 – September 30, 2019

6. Subgrant Payment Method:
X Cost Reimbursement Method

7. CFDA # - 20.600

8. DUNS # - 782430557

9. Congressional District: MS03

10. A:FAIN #:
18X9204020MS17
69A37518300004020MS0

11.A: Initial Federal Award Date:
November 3, 2016 and
November 22, 2017

11.C: Additional Federal Award Date:

10.B. Federal Awarding
Agency: NHTSA

11.B: Secondary Federal Award Date:

12. Research and Development Grant:
Yes X No

Continuation Grant:
X Yes No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$15,400.00	(1) Federal	\$15,400.00		100%
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$15,400.00		100%
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 1	402PT	405D	Total
TOTAL	\$15,400.00	TOTAL:	\$15,400.00	\$80,637.60	\$96,037.60

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:

15. Approved for Sub-Grantee:

Signature

Date

Signature

Date

Name: Helen Porter
Title: MOHS Office Director,
MS Office of Highway Safety

Name: Lynn Spruill
Title: Mayor,
City of Starkville

FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

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

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

FY19 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will reduce the number of unbelted injuries from 18 in 2016 to 15 by the end of 2019.

The jurisdiction/agency of Starkville Police Department will reduce the number of speed related injuries from 7 in 2016 to 6 by the end of 2019.

Performance Measures:

Increase the number of grant funded Seat Belt citations by 3.39% from 618 in FY17 to 639 in FY19.

Increase the number of grant funded Child Restraint citations by 22% from 18 in FY17 to 22 in FY19.

Increase the number of grant funded Speed citations by 5% from 130 in FY17 to 137 in FY19.

Strategies:

Overtime Enforcement

4 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

FY19 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 160 Seat Belt citations during quarter, to reach 25% goal of 639 for FY2019.

Issue a minimum of 5 Child Restraint citations during quarter, to reach 23% goal of 22 for FY2019.

Issue a minimum of 34 Speed citations during quarter, to reach 25% goal of 137 for FY2019.

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

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$3,850.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 160 Seat Belt citations during quarter, 25% to reach goal of 639 for FY2019.

Issue a minimum of 5 Child Restraint citations during quarter, to reach 23% goal of 22 for FY2019.

Issue not less than a minimum of 34 Speed citations during quarter, to reach 25% goal of 137 for FY2019.

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

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$3,850.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

3RD QUARTER (APRIL, MAY & JUNE)

Attend LEL Troop Network meeting. (Click It or Ticket)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 160 Seat Belt citations during quarter, to reach 25% goal of 639 for FY2019.

Issue a minimum of 7 Child Restraint citations during quarter, to reach 31% goal of 22 for FY2019.

Issue a minimum of 35 Speed citations during quarter, to reach 25% goal of 137 for FY2019.

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

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$3,850.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 159 Seat Belt citations during quarter, to reach 25% goal of 639 for FY2019.

Issue a minimum of 5 Child Restraint citations during quarter, to reach 23% goal of 22 for FY2019.

Issue a minimum of 34 Speed citations during quarter, to reach 25% goal of 137 for FY2019.

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

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$3,850.00

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: PT-2019-PT-23-11		3. Grant ID: 402 Police Traffic Services FY19		4. Beginning: October 1, 2018
5. Ending: September 30, 2019				
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 X approx. 616 hours = \$15,400.00	\$15,400.00		\$15,400.00
	Total Salaries = \$15,400.00			
Total		\$15,400.00		\$15,400.00

Mississippi Office of Highway Safety

FY19 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

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

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

defray the costs of the project described in the award. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (vacation, sick leave, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs:

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

C. Unallowable Training Costs:

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

D. Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

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

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training ***must be*** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS ***will not reimburse*** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

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

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of 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 "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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 or debarment.

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

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

BUY AMERICA ACT

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

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

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

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

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

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

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

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

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

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

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

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

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

Audit Requirements:

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

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

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

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

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

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

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

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

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

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

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

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

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

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

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

As the Authorized Official for, City of Storkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

As the Authorized Official for, City of Starkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below 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.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

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

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 Police Traffic Services** and has reviewed the project described in the agreement; and

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

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

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, **20** _____ **AS**

FOLLOWS:

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

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

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

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Starkville has authorized and approved (print designated secondary signatory official name) R. Frank Nichols to sign any/all forms related to this contract.

Upon approval of this request said person will then be Responsible/Liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Reynolds F. Nichols Title: Chief of Police
(Designated Secondary Signatory Official)

Organization Name: City of Starkville

Mailing Address: 101 E. Lampkin St.

City: Starkville Zip Code: 39759

Telephone Number: (662) 323-4131 Cellular Number: (662) 769-4401

Email Address: r.nichols@cityofstarkville.org

Signature of Designated Secondary Signatory Official: Reynolds F. Nichols

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 8-21-2018
PAGE: 1 of 2**

SUBJECT: REQUEST AUTHORIZATION FOR CORP. BRANDON LOVELADY TO ATTEND THE NEWS MEDIA TRAINING FOR NARCOTICS COMMANDERS AND LAW ENFORCEMENT LEADERS CLASS, SEPTEMBER 18-20, 2018 IN MEMPHIS, TN. THE AMOUNT OF TRAVEL WILL NOT EXCEED \$200.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: MOVE APPROVAL FOR CORP. BRANDON LOVELADY TO ATTEND THE NEWS MEDIA TRAINING FOR NARCOTICS COMMANDERS AND LAW ENFORCEMENT LEADERS CLASS, SEPTEMBER 18-20, 2018 IN MEMPHIS, TN. THE AMOUNT OF TRAVEL WILL NOT EXCEED \$200.00.



G. Brandon Lovelady <g.lovelady@cityofstarkville.org>

Acceptance Confirmation for NEWS MEDIA TRAINING FOR NARCOTICS COMMANDERS AND LAW ENFORCEMENT LEADERS - 6980

1 message

DoNotReply@rcta.org <DoNotReply@rcta.org>

Tue, Jul 24, 2018 at 10:07 AM

To: g.lovelady@cityofstarkville.org

REGIONAL COUNTERDRUG TRAINING ACADEMY
219 Fuller Rd · Meridian, MS
1-877-575-1435 · www.rcta.org

ACCEPTANCE CONFIRMATION

NEWS MEDIA TRAINING FOR NARCOTICS COMMANDERS AND LAW ENFORCEMENT LEADERS (6980)
09/18/18 - 09/20/18

NOTICE: If you did not submit this student for registration this may be an error in our system. Please contact us at 1-877-575-1435 and we will clear this matter up.

Your request has been received and your officer(s) has been registered for this course. You will receive a welcome packet by e-mail 30 days prior to the start date of the class. Upon receipt of the welcome packet, you will be required to take a short pre-course survey. If you have any questions or you need to make changes or cancellations, please call or send an e-mail to the RCTA class coordinator below.

Coordinator Information Pulls from database for this specific course.

IF ANY OF THE OFFICERS HAVE A PENDING SUBPOENA OR EMERGENCY THAT WILL COINCIDE WITH THESE COURSE DATES, PLEASE CONSIDER CHOOSING A REPLACEMENT OR CHOOSE ANOTHER COURSE ITERATION.

Thank you



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 08/21/2018
PAGE: 1 of 3

SUBJECT: REQUEST AUTHORIZATION FOR APPROVAL FOR PROFESSIONAL CONSULTING (MOCK MSLEAC ASSESSMENT).

AMOUNT & SOURCE OF FUNDING: 001-201-690-552

COURTYARD MARRIOTT	\$218.00
PER DIEM APPROXIMATELY	\$184.00

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT.

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

REQUEST AUTHORIZATION FOR APPROVAL FOR PROFESSIONAL CONSULTING (MOCK MSLEAC ASSESSMENT). THE AMOUNT OF TRAVEL WILL NOT EXCEED \$450.00.



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

AGENDA ITEM NO:
AGENDA DATE: August 21, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to advertise for bids for the New Southwest Starkville Primary Substation Work Site.

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 ext. 101

SUGGESTED MOTION:

Move approval to advertise for bids for the New Southwest Starkville Primary Substation.

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE UTILITIES

Notice is hereby given that the City of Starkville will receive sealed bids for Southwest Starkville Primary Substation Site work in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org by 10:00 A.M. local time on September 25, 2018, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

The bid opening will be held in the City Clerk Conference Room at City Hall, interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

Lesa Hardin, City Clerk

PUBLISH:

August 27, 2018

September 3, 2018

Starkville Daily News

F:\DWGS\101-STARKVILLE\101E3114 S.W. Starkville Primary Sub. (Site Work)\CONSTRUCTION DWGS (101E3114).dwg, 7/18/2018 4:09:10 PM

CONSTRUCTION DRAWINGS
FOR
SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK



STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

DESIGNED BY:

Atwell & Gent, P.A.
Electrical & Consulting Engineers
309 UNIVERSITY DRIVE
STARKVILLE, MISSISSIPPI 39759

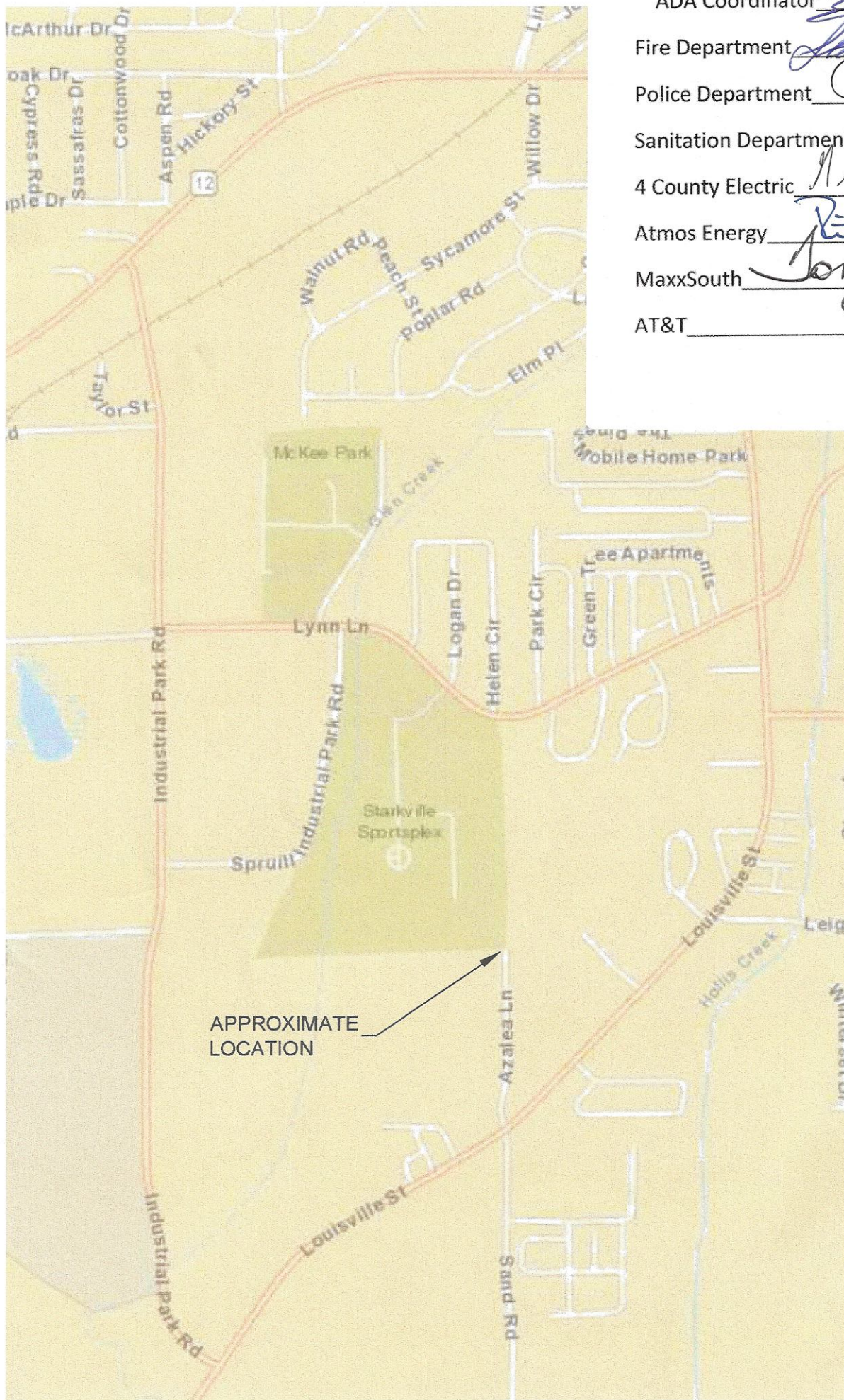


Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
662-323-2296



Project: PR 17-21 Starkville Utilities Substation
Location: Azalea Lane
Date Approved: 8-10-2018

Starkville Utilities
Electric () Attachment
Water/Sewer () Attachment
Community Development
Engineering Division () Attachment
Planning Division () Attachment
ADA Coordinator () Attachment
Fire Department () Attachment
Police Department () Attachment
Sanitation Department () Attachment
4 County Electric () Attachment
Atmos Energy () Attachment
MaxSouth () Attachment
AT&T () Attachment



VICINITY MAP



07/13/18

CONSTRUCTION DRAWINGS
FOR
SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK



STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI



VICINITY MAP

DESIGNED BY:

 **Atwell & Gent, P.A.**
Electrical & Consulting Engineers
309 UNIVERSITY DRIVE
STARKVILLE, MISSISSIPPI 39759



Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
662-323-2296



GENERAL NOTES

1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
2. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENTIRE CONSTRUCTION LOCATION PROCESS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
6. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.
7. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA, LOCATION AND PROTECTION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE AND ACCURATE.
9. CLEARING AND GRUBBING/REMOVAL AND DISPOSAL AT A CONTRACTOR PROVIDED OFF-SITE LOCATION SHALL BE PAID AS A LUMP SUM ITEM. CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF THE CLEARING AND GRUBBING PRIOR TO BIDDING THIS ITEM.
10. THE SITE SHALL BE CLEARED OF ANY RUBBLE AND DEBRIS AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE PROJECT.
11. THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THESE PLANS AND SHELL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
12. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED.
13. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
14. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
15. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER POLLUTION AND PREVENTION PLAN AS SHOWN IN THESE PLANS. THIS PLAN AND DETAILS ARE A MINIMUM REQUIREMENT AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S., LOCAL WETLANDS AND ANY ON SITE LAKES OR PONDS DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING ALL PHASES OF CONSTRUCTION.
17. PROTECTING THE SITE FROM EROSION IS A REQUIREMENT OF THIS CONTRACT. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES CONTINUOUSLY DURING CONSTRUCTION OF THE PROJECT. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION. (NO SEPARATE PAY)
18. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS.
19. GRADE ALL AREAS TO DRAIN. ALL GRASSED AREAS SHALL BE FILLED TO TOP OF PAVEMENT WITH TOPSOIL AND SHALL BE FREE OF DEBRIS.
20. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY, APPROVED BY THE ENGINEER.
22. ANY DISTURBANCE TO EXISTING STREETS AND DRIVEWAYS SHALL BE REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
23. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAYMENT WILL BE MADE FOR REMOVAL AND REPLACEMENT. ALL CULVERTS AND SIDE DRAINS (EXISTING AND PROPOSED) SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF PROJECT.
24. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

ELECTRICAL DRAWING INDEX

DRAWING NO.	DRAWING TITLE
E0.1	ELECTRICAL LEGEND, DRAWING INDEX, NOTES & ABBREVIATIONS
C1.1	BOUNDARY & TOPOGRAPHIC SURVEY
C1.2	SITE PLAN
C1.3	LARGE SCALE SITE PLAN
C1.4	GRADING PLAN
C1.5	DETAILS & NOTES
C1.6	EROSION CONTROL PLAN
C1.7	EROSION CONTROL DETAILS & NOTES
C1.8	EROSION CONTROL DETAILS & NOTES
F1.1	FENCE DETAILS
L1.1	LANDSCAPE PLAN

ABBREVIATIONS

ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
A, AMP	AMPERES	LTG	LIGHTING
AC	ALTERNATING CURRENT	LV	LOW VOLTAGE
AFG	ABOVE FINISHED GRADE	MAX	MAXIMUM
AIC	AMP INTERRUPTING CIRCUIT	MCB	MAIN CIRCUIT BREAKER
AL	ALUMINUM	MFG	MANUFACTURER
APPR	APPROXIMATELY	MH	MANHOLE
ATT	AT&T	MIN	MINIMUM
AUX	AUXILLIARY	MISC	MISCELLANEOUS
AWG	AMERICAN WIRE GAUGE	MLO	MAIN LUGS ONLY
C, CDT	CONDUIT	MPC	MISSISSIPPI POWER COMPANY
CB	CIRCUIT BREAKER	MSB	MAIN SWITCHBOARD
CKT	CIRCUIT	MV	MEDIUM VOLTAGE
CL	CENTER LINE	NC	NORMALLY CLOSED
COMM	COMMUNICATIONS	NF	NON-FUSED
COND	CONDUCTOR	NIC	NOT IN CONTRACT
CONT	CONTINUOUS	NO	NORMALLY OPEN
CONTR	CONTRACTOR	NTS	NOT TO SCALE
CT	CURRENT TRANSFORMER	OD	OUTSIDE DIAMETER
CU	COPPER	OH	OVERHEAD
DIA	DIAMETER	PH, Ø	PHASE
DISC	DISCONNECT	PMS	PAD MOUNTED SWITCH
EA	EACH	PMT	PAD MOUNTED TRANSFORMER
ENCL	ENCLOSURE	PNL	PANEL
EQUIP	EQUIPMENT	PT	POTENTIAL TRANSFORMER
EX	EXISTING	PVC	POLYVINYL CHLORIDE
FG	FIBERGLASS	REC	RECEPTACLE
FRE	FIBERGLASS REINFORCED EPOXY	REQ'D	REQUIRED
FT	FEET OR FOOT	RGS	RIGID GALVANIZED STEEL
GFI	GROUND FAULT INTERRUPTER	SEC	SECONDARY
GND	GROUND	SHT	SHEET
HH	HANDHOLE	SS	STAINLESS STEEL
HID	HIGH INTENSITY DISCHARGE	SYM	SYMMETRICAL
HZ	HERTZ	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
JB	JUNCTION BOX	TYP	TYPICAL
KCMIL	THOUSAND CIRCULAR MILS	UG	UNDERGROUND
KV	KILOVOLT	V	VOLT
KVA	KILOVOLT-AMPERE	VA	VOLT AMPERES
KW	KILOWATT	W	WATTS
LCP	LIGHTING CONTROL PANEL	WP	WEATHERPROOF
LED	LIGHT EMITTING DIODE	XFMR	TRANSFORMER
LFNC	LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT		

LEGEND

- IPF ●

IRON PIN FOUND
- IPS ○

IRON PIN SET
- PP ●

POWER POLE
- FC □

FENCE CORNER
- 

BORING
- 

AREA LIGHT
- 

WATER VALVE
- 

SEWER MANHOLE
- 

TELEPHONE PEDASTAL
- 

FIRE HYDRANT
- 

DECIDIOUS TREE
- 

CONIFER TREE
- 

SEWER CLEANOUT
- 

CABLE CONNECTION
- 

TRANSFORMER
- 

WATER METER
- 

GAS METER
- 

GRATE INLET
- 

AIR CONDITIONING UNIT
- 

ROAD SIGN
- 

TELEPHONE PEDASTAL
- ----

CYCLONE FENCE
- x ———

BARB WIRE FENCE
- ----

SECURITY FENCE
- IR ———

IRRIGATION LINE
- FM ———

FIRE MAIN
- UGE ———

UNDERGROUND POWER LINE
- ----

GAS LINE
- SF ———

SILT FENCE
- W ———

WATER LINE
-  ———

DITCH W / FLOW ARROW
-  ———

SEWER LINE W / FLOW ARROW
- P ———

POWER LINE
- ----

FIBER OPTIC LINE
- ----

TREE LINE
- 

WATTLES
- 

PROPOSED SPOT ELEVATION



Atwell & Gent, P.A.
Electrical & Consulting Engineers

MARK	DATE	DESCRIPTION
IPC	07/13/18	ISSUED FOR CONSTRUCTION

SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI



07/13/18

PROJECT NO. 101E3114

DRAWN BY: REW

CHECKED BY: JA

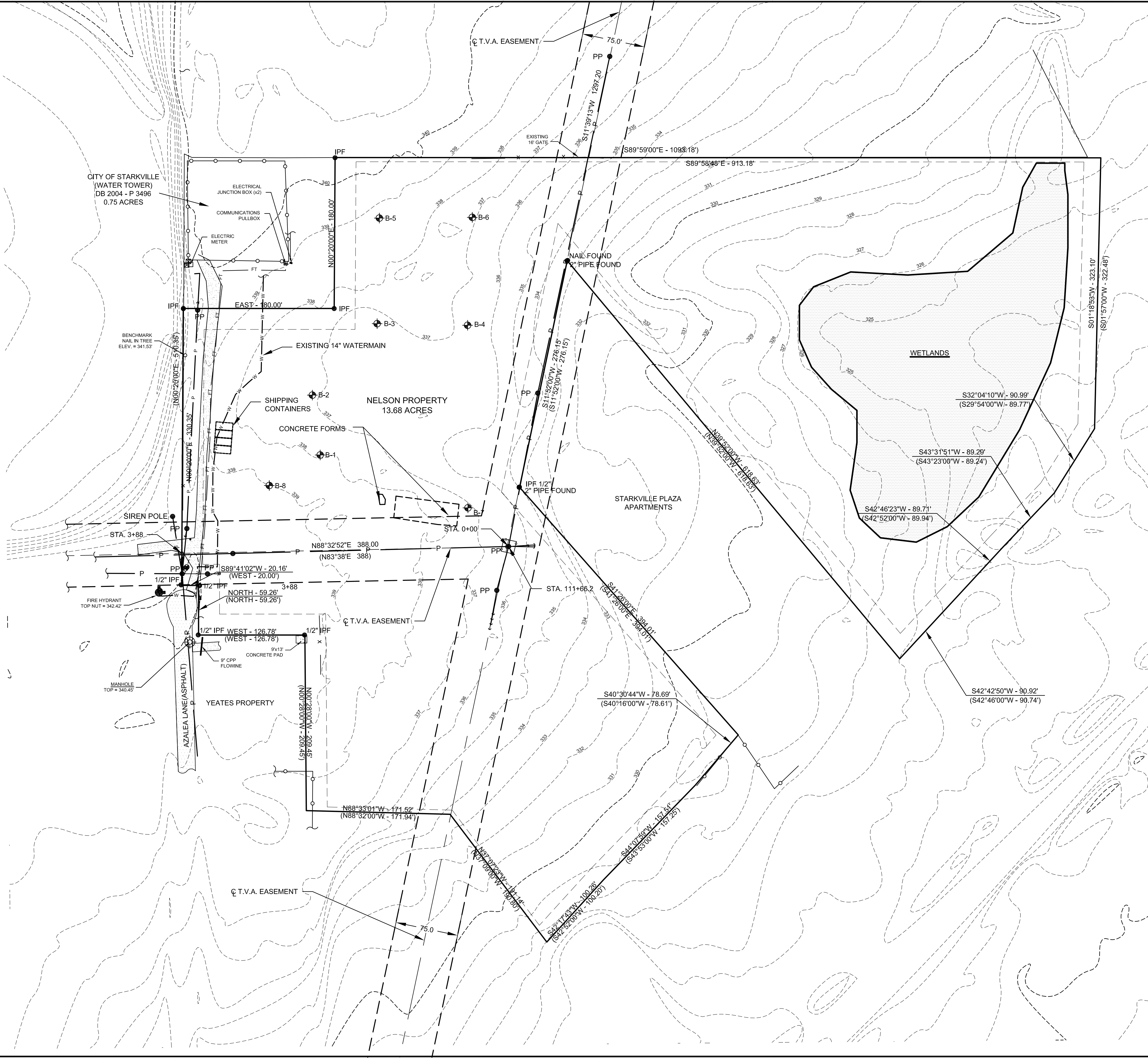
DATE: 07-13-18

SCALE: NONE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.


SINGLE LINE DIAGRAM

DRAWING NO.
E10.1



- NOTES:
- 1.) BEARINGS ARE BASED ON FOUND MONUMENTS.
 - 2.) SURVEY MEETS THE REQUIREMENTS OF A CLASS "B" SURVEY.
 - 3.) ALL IRON PINS SET ARE .5" DIA. X 24" LONG REBAR.
 - 4.) REFERENCE DEEDS ARE ON FILE IN THE OFFICE OF THE CHANCERY CLERK, OKTIBBEHA COUNTY, MISSISSIPPI.
 - 5.) ZONING: R-5
SETBACKS: FRONT 25.0'
SIDE 5.0'
REAR 20.0'
 - 6.) THIS PROPERTY LIES WITHIN THE LIMITS ESTABLISHED FOR ZONE "X" ACCORDING TO FIRM MAP NUMBER 28105C0162E EFFECTIVE FEBRUARY 17, 2010.
 - 7.) TAX MAP AND PARCEL NUMBER: 1020-00-012.00
 - 8.) STORMWATER TO BE MANAGED BY TWO DETENTION PONDS.
 - 9.) COORDINATES DISPLAYED ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (MISSISSIPPI EAST ZONE).

DESCRIPTION: RECORD

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 00 DEGREES AND 20 MINUTES EAST 510.35 FEET; THENCE SOUTH 89 DEGREES AND 59 MINUTES EAST 1093.18 FEET; THENCE SOUTH 01 DEGREES AND 57 MINUTES WEST 322.48 FEET; THENCE SOUTH 29 DEGREES AND 54 MINUTES WEST 89.77 FEET; THENCE SOUTH 43 DEGREES AND 23 MINUTES WEST 89.24 FEET; THENCE SOUTH 42 DEGREES AND 52 MINUTES WEST 89.94 FEET; THENCE SOUTH 42 DEGREES AND 46 MINUTES WEST 90.74 FEET; THENCE NORTH 39 DEGREES AND 52 MINUTES WEST 618.63 FEET; THENCE SOUTH 11 DEGREES AND 52 MINUTES WEST 276.15 FEET; THENCE SOUTH 41 DEGREES AND 26 MINUTES EAST 394.01 FEET; THENCE SOUTH 40 DEGREES AND 16 MINUTES WEST 78.61 FEET; THENCE SOUTH 43 DEGREES AND 53 MINUTES WEST 157.25 FEET; THENCE SOUTH 42 DEGREES AND 52 MINUTES WEST 100.20 FEET; THENCE NORTH 37 DEGREES AND 09 MINUTES WEST 190.80 FEET; THENCE NORTH 88 DEGREES AND 32 MINUTES WEST 171.94 FEET; THENCE NORTH 00 DEGREES AND 28 MINUTES WEST 209.45 FEET; THENCE WEST 126.78 FEET; THENCE NORTH 59.26 FEET; THENCE WEST 20.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI AND CONTAINS 14.41 ACRES.

DESCRIPTION: MEASURED

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF AZALEA LANE AND ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 00 DEGREES 20 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 330.35 FEET; THENCE EAST FOR A DISTANCE OF 180.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 180.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 913.18 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 323.10 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 90.99 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 89.29 FEET; THENCE SOUTH 42 DEGREES 46 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 89.71 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 90.92 FEET; THENCE NORTH 39 DEGREES 52 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 618.63 FEET; THENCE SOUTH 11 DEGREES 52 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 276.15 FEET; THENCE SOUTH 41 DEGREES 26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 394.01 FEET; THENCE SOUTH 40 DEGREES 30 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 78.69 FEET; THENCE SOUTH 44 DEGREES 07 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 157.51 FEET; THENCE SOUTH 42 DEGREES 17 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 100.26 FEET; THENCE NORTH 37 DEGREES 07 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 191.14 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 171.52 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 209.45 FEET; THENCE WEST FOR A DISTANCE OF 126.78 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AZALEA LANE; THENCE NORTH ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 59.26 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF AZALEA LANE; THENCE SOUTH 89 DEGREES 41 MINUTES 02 SECONDS WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI AND CONTAINS 13.68 ACRES.

Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39259
662-325-2296

MARK	DATE	DESCRIPTION
IFC	07/23/18	ISSUED FOR CONSTRUCTION

SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

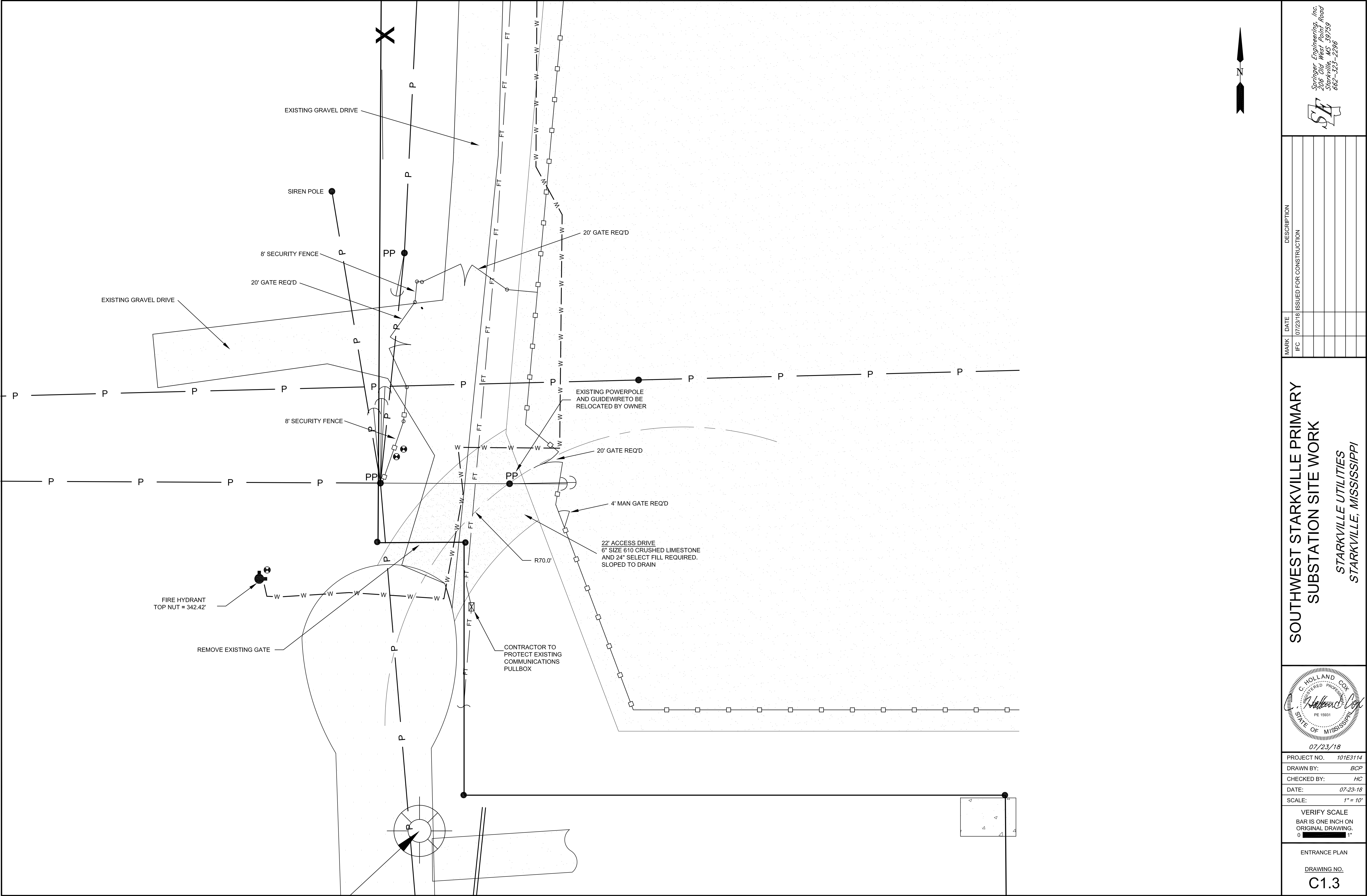
07/23/18

PROJECT NO.	101E3114
DRAWN BY:	BCP
CHECKED BY:	HC
DATE:	07-23-18
SCALE:	1" = 60'

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.

BOUNDARY &
TOPOGRAPHIC SURVEY

DRAWING NO.
C1.1



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MARK	DATE	DESCRIPTION
IFC	07/23/18	ISSUED FOR CONSTRUCTION

SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

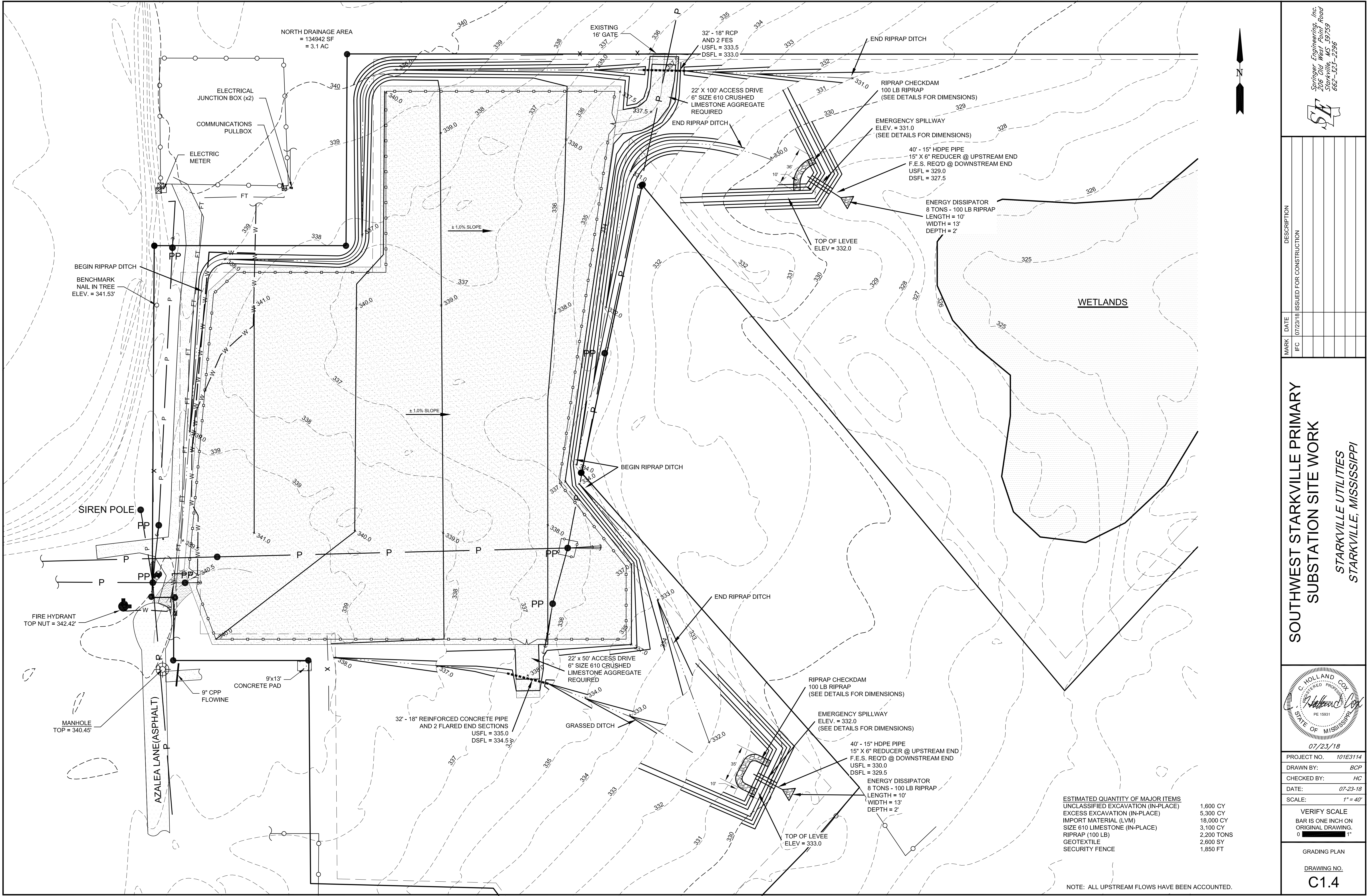
07/23/18

PROJECT NO.	101E3114
DRAWN BY:	BCP
CHECKED BY:	HC
DATE:	07-23-18
SCALE:	1" = 10'

VERIFICATION SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

ENTRANCE PLAN

DRAWING NO.
C1.3



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MARK	DATE	DESCRIPTION
IFC	07/23/18	ISSUED FOR CONSTRUCTION

SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

07/23/18

PROJECT NO.	101E3114
DRAWN BY:	BCP
CHECKED BY:	HC
DATE:	07-23-18
SCALE:	1" = 40'

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.

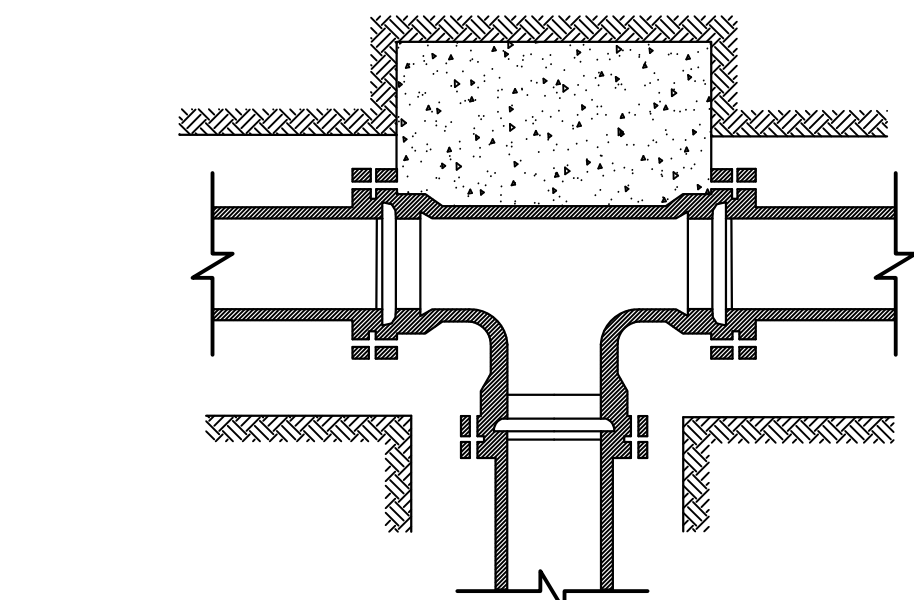
GRADING PLAN

DRAWING NO.
C1.4

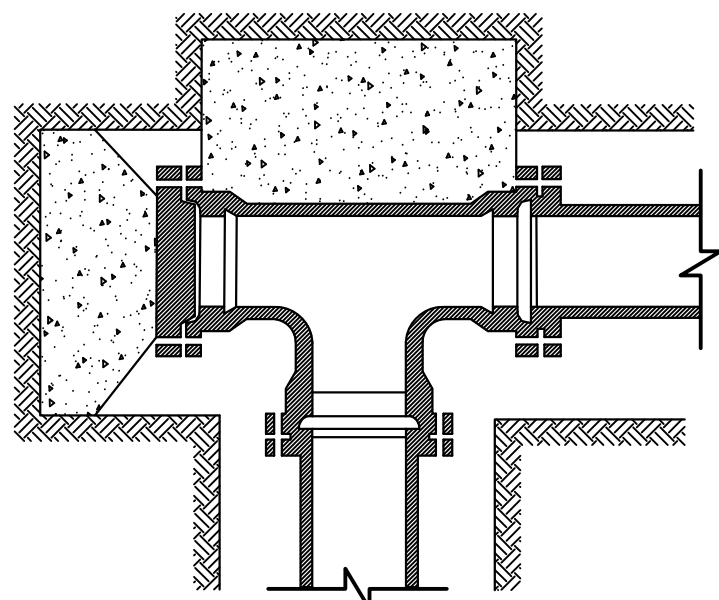
ESTIMATED QUANTITY OF MAJOR ITEMS

UNCLASSIFIED EXCAVATION (IN-PLACE)	1,600 CY
EXCESS EXCAVATION (IN-PLACE)	5,300 CY
IMPORT MATERIAL (LVM)	18,000 CY
SIZE 610 LIMESTONE (IN-PLACE)	3,100 CY
RIPRAP (100 LB)	2,200 TONS
GEOTEXTILE	2,600 SY
SECURITY FENCE	1,850 FT

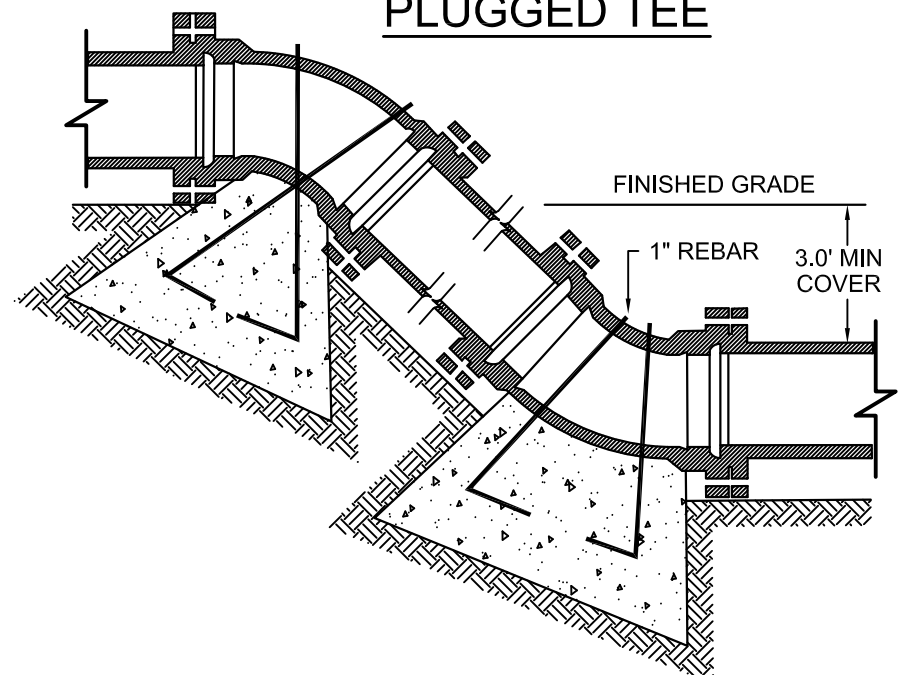
NOTE: ALL UPSTREAM FLOWS HAVE BEEN ACCOUNTED.



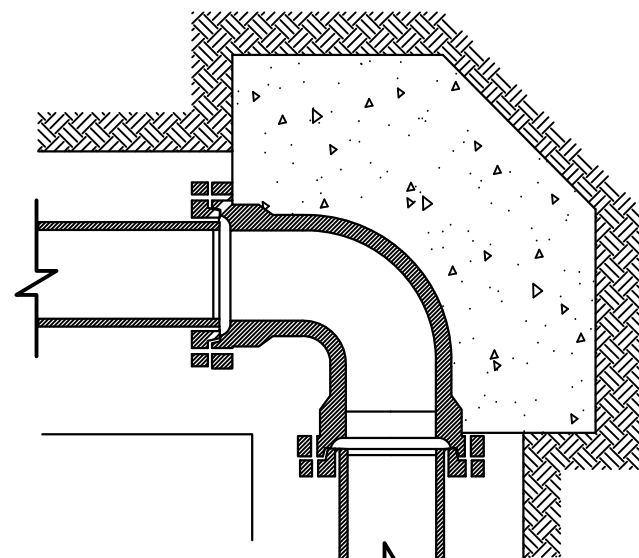
TEE



PLUGGED TEE



VERTICAL BENDS



90° BENDS

BEARING AREA IN SQ. FT.					
NOMINAL PIPE DIAMETER (IN.)	DEAD END OR TEE	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
4	2.0	2.0	2.0	2.0	2.0
6	2.0	2.0	2.0	2.0	2.0
8	3.0	3.0	2.0	2.0	2.0
12	5.0	6.0	4.0	3.0	3.0
16	8.0	12.0	6.0	4.0	4.0
4	---	---	6.0 (.22)	4.0 (.15)	4.0 (.15)
6	---	---	14.0 (.52)	6.0 (.22)	4.0 (.15)
8	---	---	27.0 (1.0)	9.0 (.33)	6.0 (.22)
12	---	---	68.0 (2.5)	22.0 (.80)	9.0 (.33)
16	---	---	90. (3.33)	52.0 (1.9)	18.0 (.67)

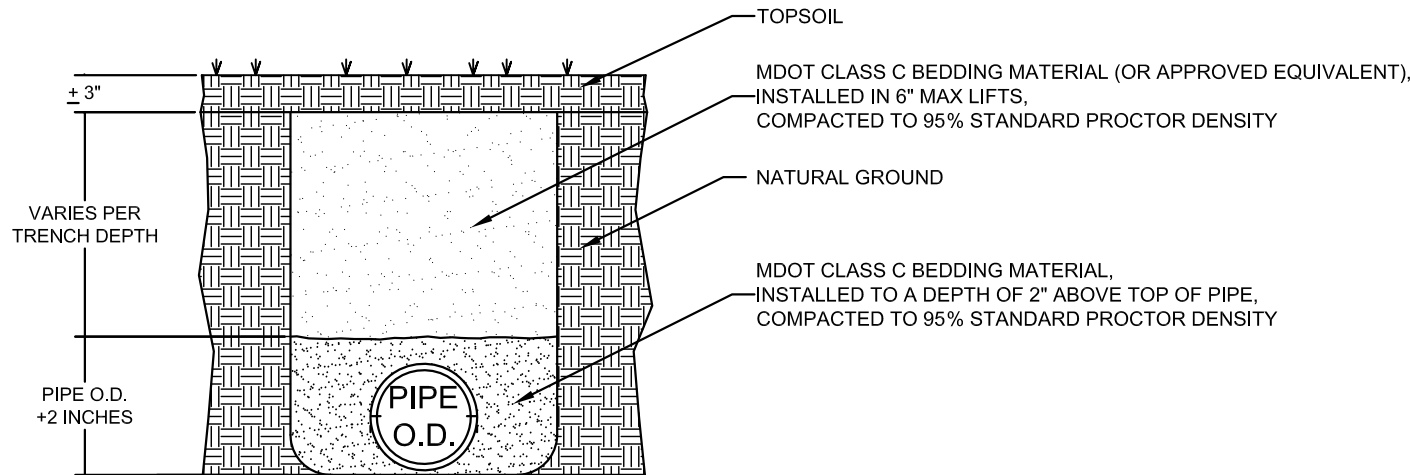
Volume of blocks including soil load CU.FT. (CU.YDS.)

WATER LINE THRUST BLOCKING

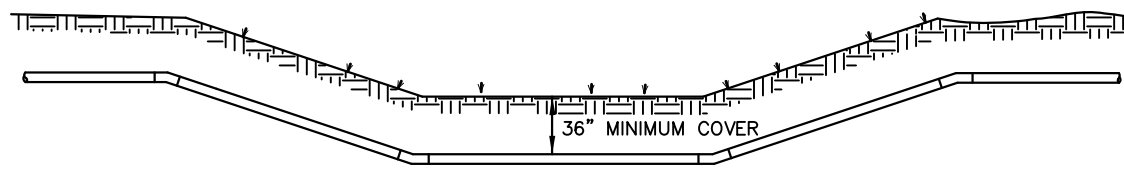
NOTES:

1. CONCRETE THRUST BLOCKING FOR BENDS TO BE FORMED TO KEEP BOLTS ACCESSIBLE.

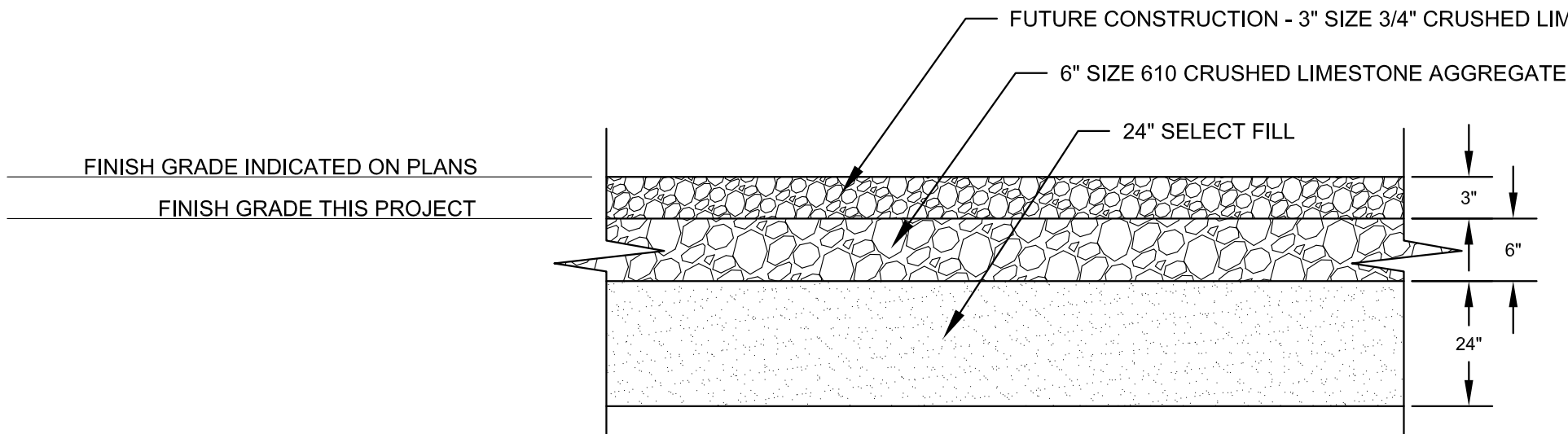
2. IF PRECAST CONCRETE THRUST BLOCKS ARE USED IN LIEU OF POURED CONCRETE, USE EBAA IRON MEGA LUG MECHANICAL JOINT RESTRAINT



TYPICAL PIPE EMBEDMENT (NON-ROADWAY)
N.T.S.



TYPICAL DITCH CROSSING



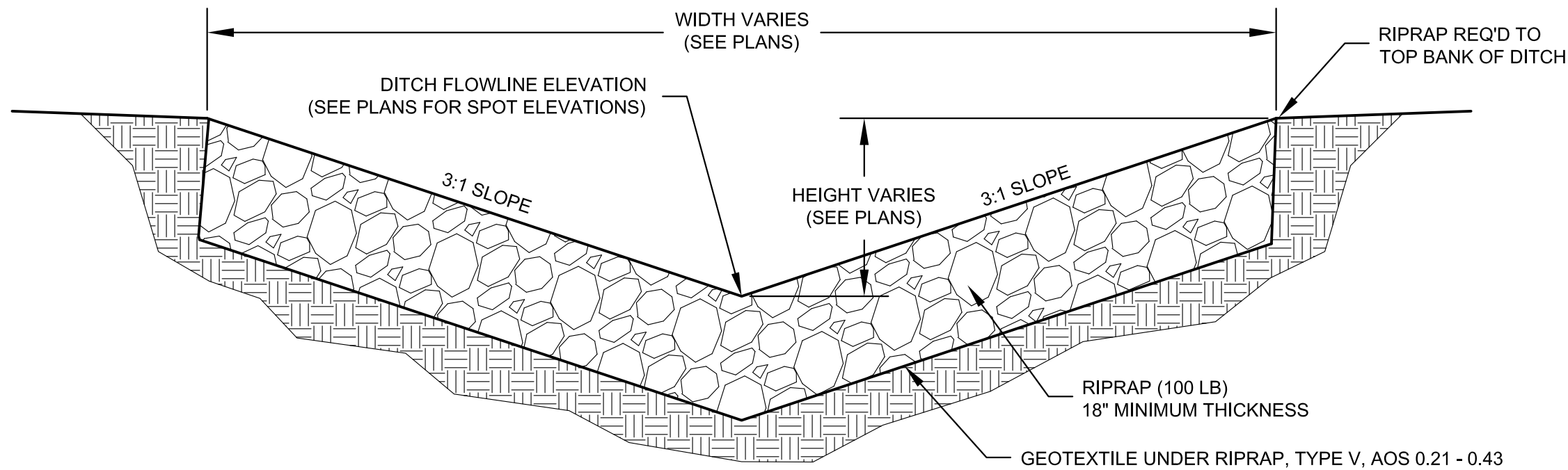
TYPICAL GRAVEL PAVEMENT SECTION
N.T.S.

NOTES:

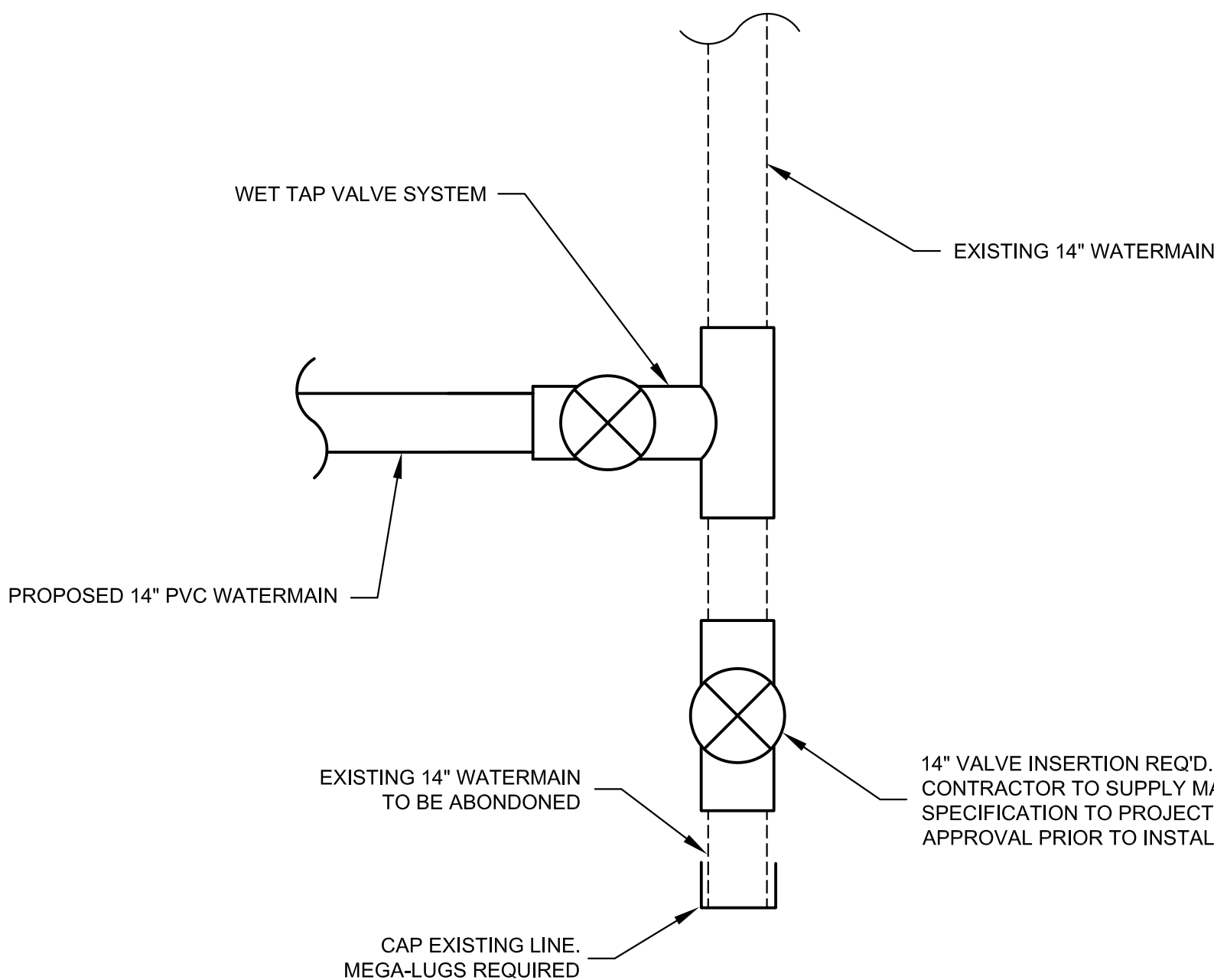
1. CONTRACTOR TO SUBMIT A SAMPLE OF AGGREGATE AND SELECT FILL TO ENGINEER FOR APPROVAL PRIOR TO IMPORTING ANY MATERIAL.

2. THE 3" OF 3/4" CRUSHED LIMESTONE AGGREGATE WILL NOT BE PART OF THIS PROJECT. THE 3" OF 3/4" LIMESTONE WILL BE INSTALLED ON A FUTURE PROJECT.

3. ELEVATIONS SHOWN ON GRADING PLAN (SHEET C1.4) INDICATE TOP OF 3" OF 3/4" LIMESTONE.



TYPICAL DITCH SECTION
N.T.S.



WATERMAIN TYPICAL RELOCATION CONNECTION DETAIL

NOTES:

1. The City of Starkville Standard Specifications for Construction of Streets, Pavements, Sewers, and Water Distribution System and the City of Starkville Subdivision Ordinance shall take precedence over any and all other specifications cited in these plans and specifications unless there is a conflict. In the case of a conflict, the more stringent of the specifications shall take precedence.

2. The contractor shall test, at his expense, the distribution system including water main, service lines, and sanitary sewer force main in accordance with AWWA C 600 latest edition. Allowable leakage = SD(P^0.5) / 133200 for DIP and ND(P^0.5) / 7400 for PVC.

3. Upon completion of testing, the waterline should be flushed and disinfected with a minimum of 50 ppm (mg/l) free chlorine for 24 hours or as described in the latest version of AWWA C851. After completion of the construction and disinfection of water distribution lines, the contractor shall arrange for at least one microbiological water sample to be collected by either a representative of the Mississippi Department of Health, the licensed Professional Engineer in charge of the project, or the Certified Operator for the system from every line. Water being collected for testing shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. Sampling and transportation of sample to conform to Mississippi Department of Health.

4. Water mains shall be laid at least 10 feet horizontally from any sanitary sewer or manhole. Where water lines cross over sewer lines a vertical separation of at least 18 inches should be maintained from the top of the sewer line to the bottom of the water line (water over sewer).

Conditions:

I. If the 10 foot horizontal separation between water and sewer lines cannot be maintained then the water line should be ductile iron with water line joints located at the maximum distance possible from sewer line joints. PVC pipe may be used if it is protected by a steel casing. Also the water and sewer lines must be in separate trenches with adequate space for maintenance.

II. Where the 10 foot horizontal and 18 inch vertical separation cannot be maintained, condition I. must be met and the sewer line shall be constructed according to water main standards.

III. Where water lines cross over sewer lines, the pipe segments should be centered to provide maximum spacing of joints of both water and sewer lines.

5. Contractor shall supply concrete thrust blocks at all bends, tees and terminals, including the hydrants, in the water supply system and retaining glands. Thrust blocks shall be formed to keep all bolts accessible.

6. Water mains to be PVC Pipe, C900, Class 150 psi minimum with 36" minimum cover. Water lines (main and service) to be cased with PVC pipe at all roadway crossings. Casing to extend to outside edge of sidewalks on each side.

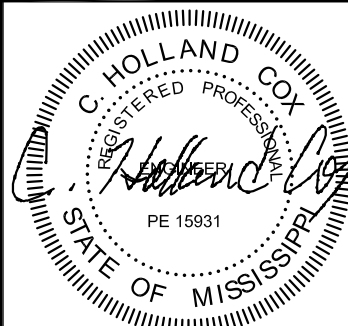
7. Pipe installation including bedding, backfilling, and soil compaction to conform to ASTM specifications.

8. Water line location to be evidenced by marking tape.

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SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI



07/23/18

PROJECT NO. 101E3114

DRAWN BY: BCP

CHECKED BY: HC

DATE: 07-23-18

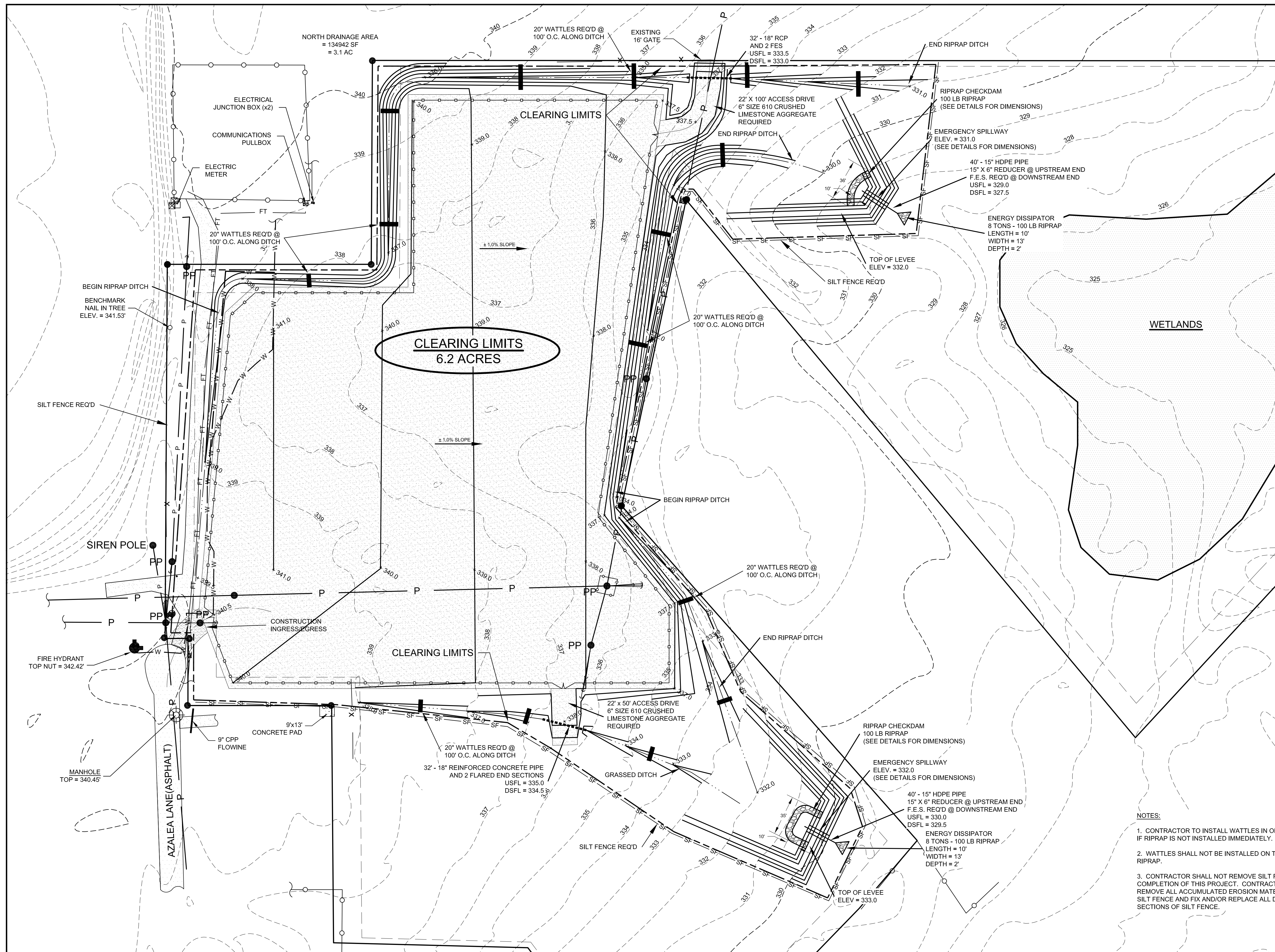
SCALE: N.T.S.

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.
0 1"

DETAILS & NOTES

DRAWING NO.

C1.5

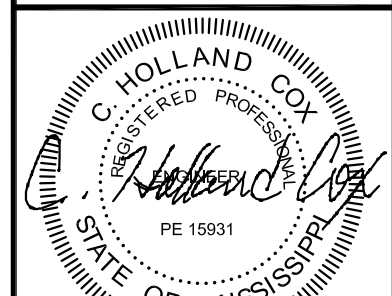


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[illegible]

**SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK**

*STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI*



07/23/18

PROJECT NO. 101E3114

DRAWN BY: *BCP*

CHECKED BY: *HC*

DATE: 07-23-18

SCALE: $1" = 40'$

VERIFY SCALE

VERIFY SCALE
BAR IS ONE INCH ON

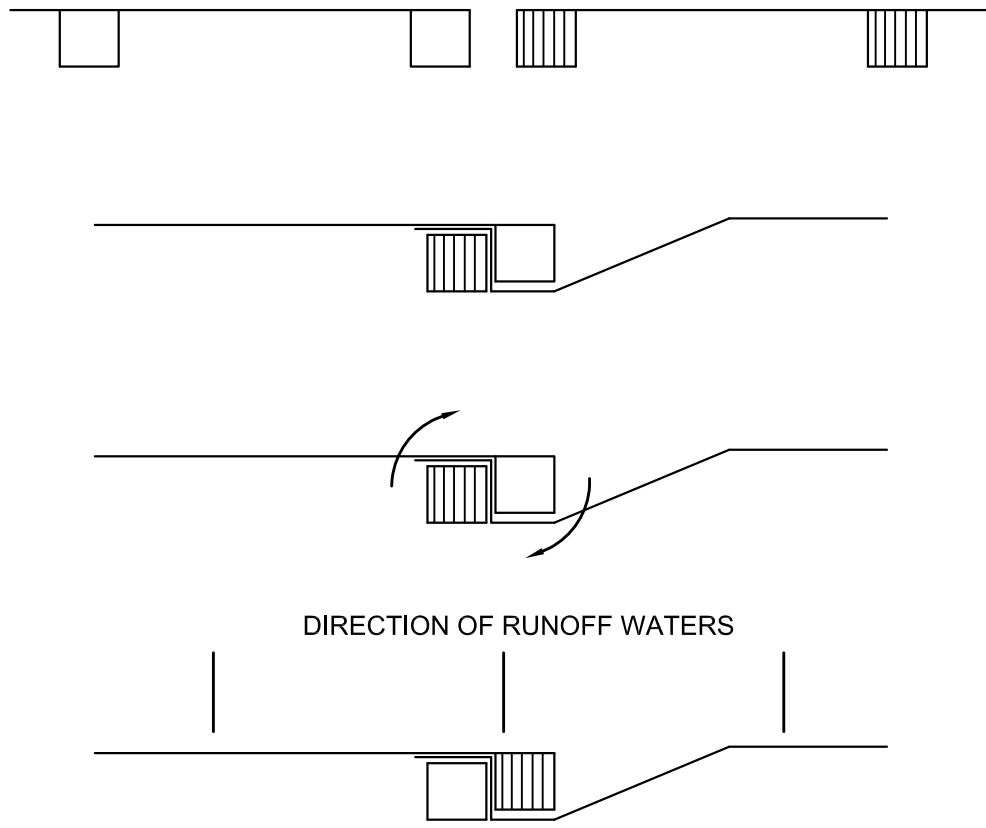
BAR IS ONE INCH ON
ORIGINAL DRAWING.

EROSION CONTROL PLAN

EROSION CONTROL PLAN

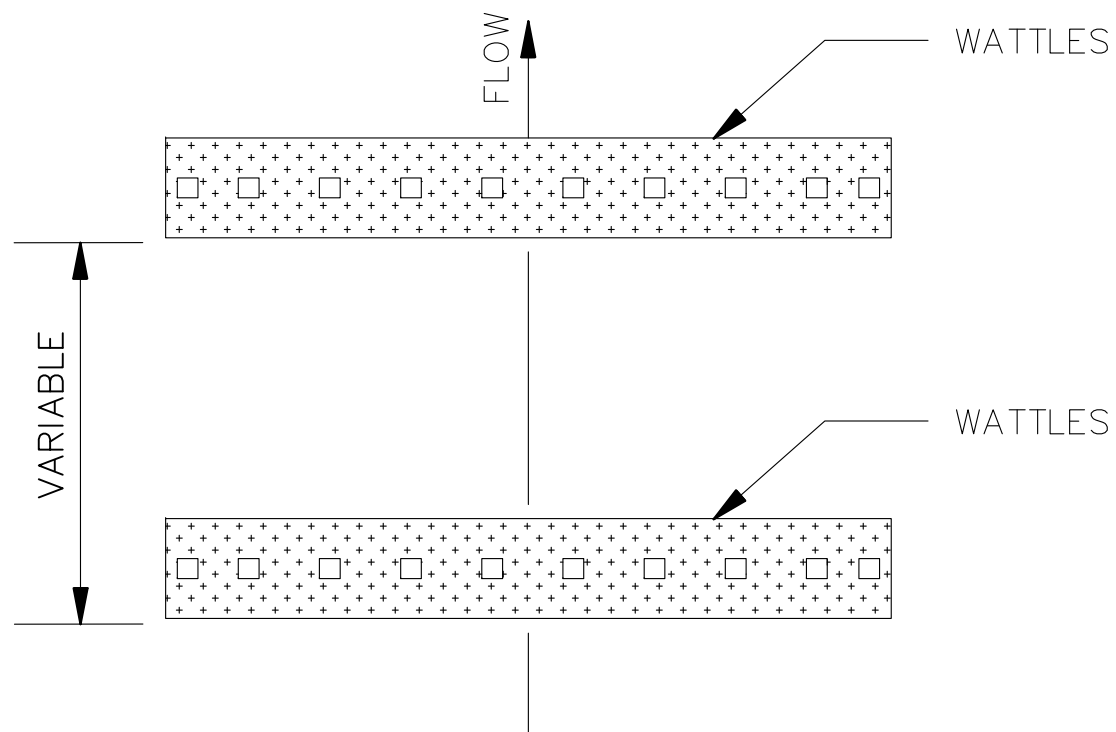
DRAWING NO.

C16

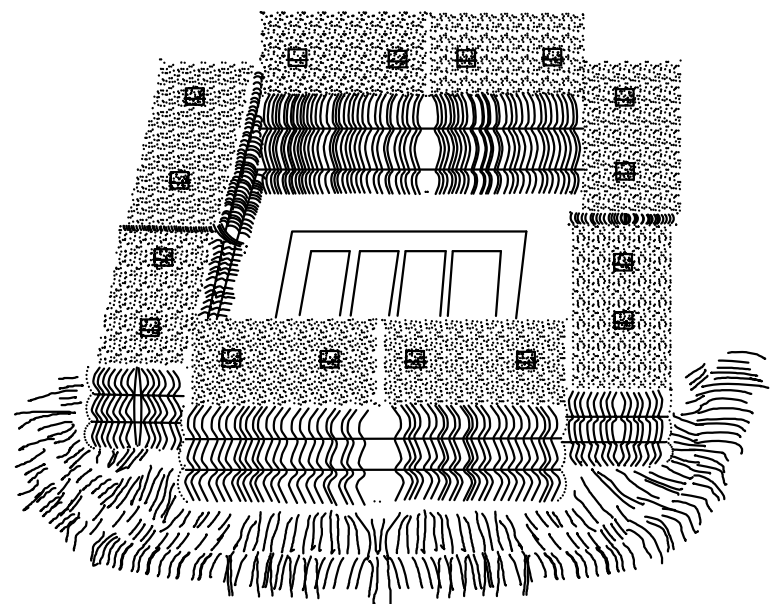


ATTACHING TWO SILT FENCES

FALL OF DITCH (%)	DISTANCE (ft)
0 - 1	100'
1 - 2	50'
>2	25'

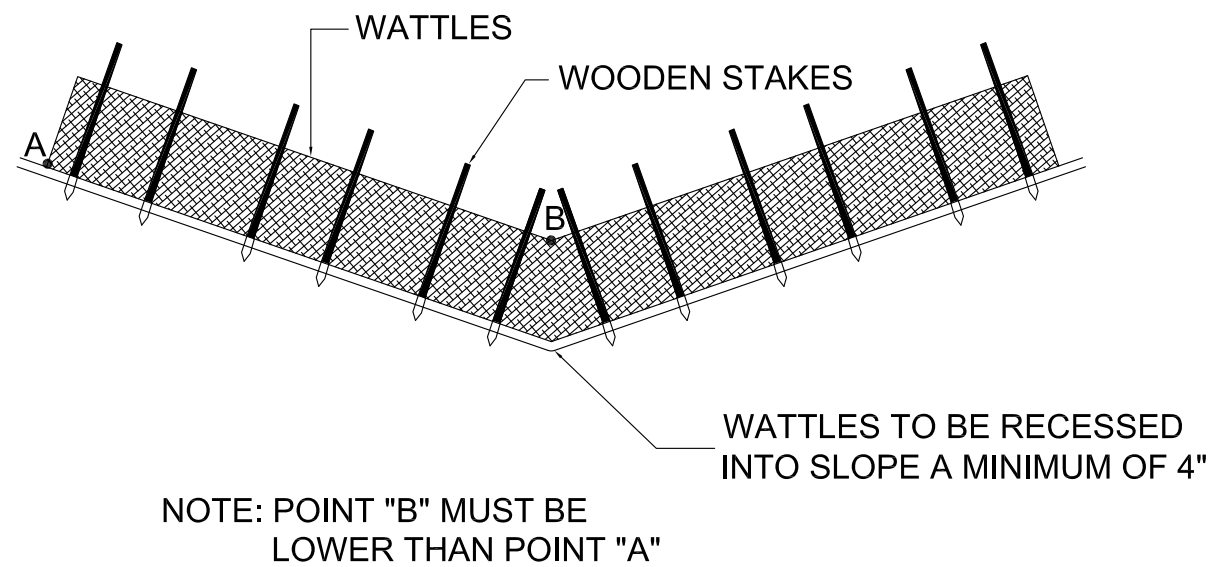
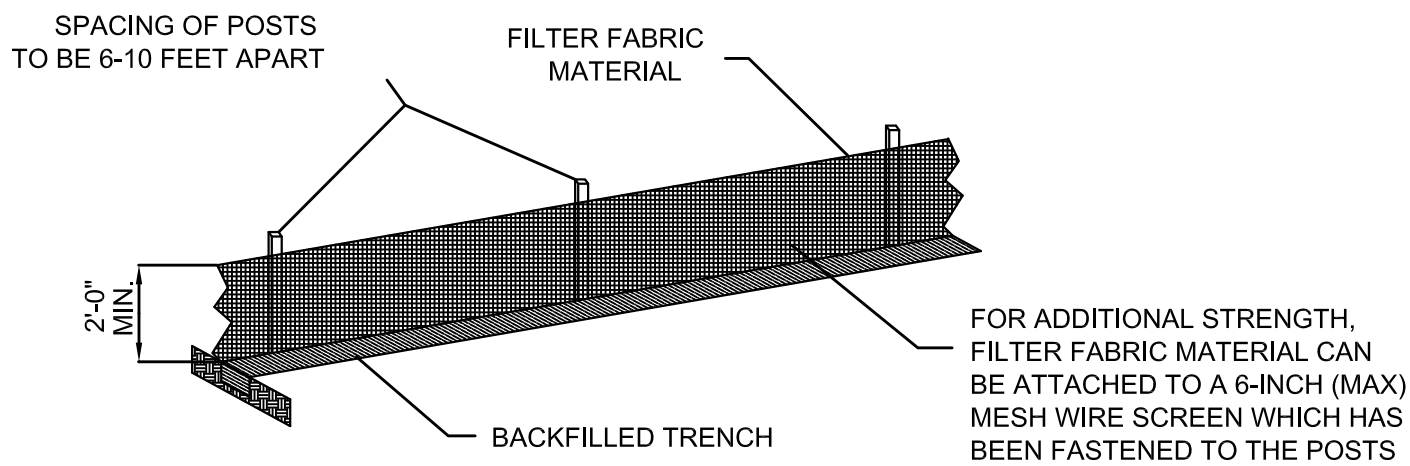


PLAN OF DITCH TREATMENT

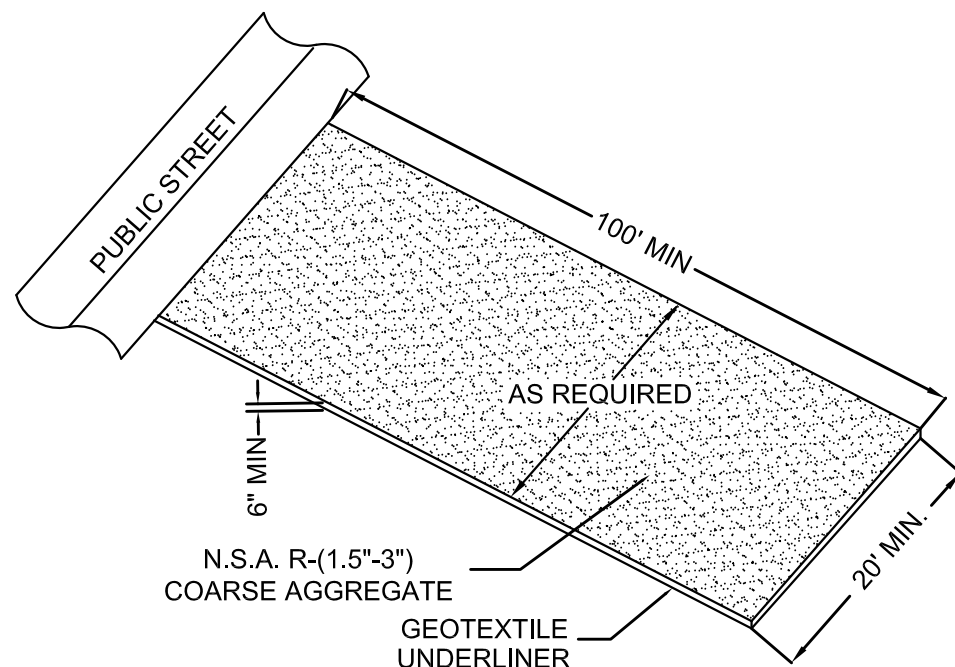


EROSION CHECK NOTE:

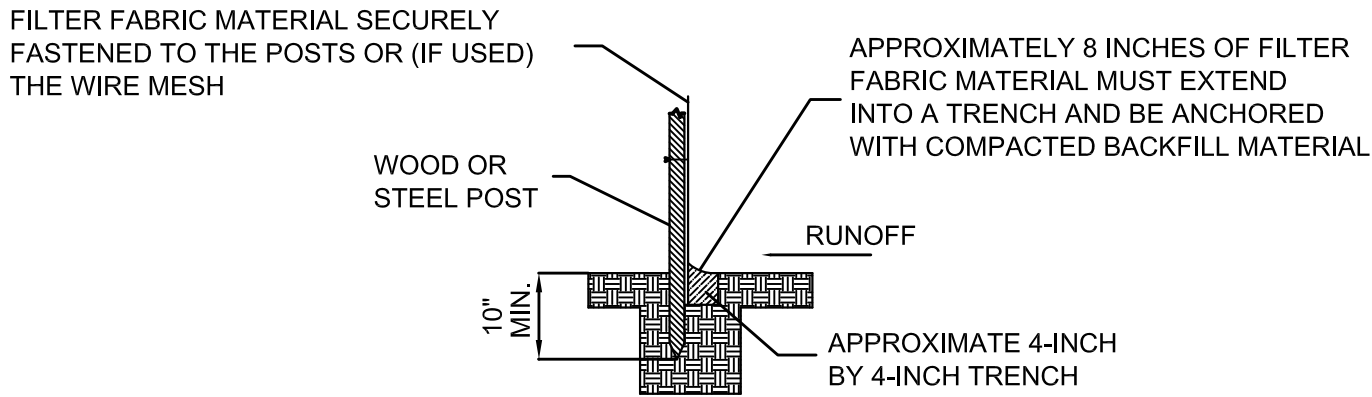
1. EMBED ALL BALES 3" MINIMUM INTO GROUND AND STAKE (2" X 2" X 36") SECURELY.



ELEVATION OF DITCH TREATMENT



CONSTRUCTION EGRESS DETAIL



CONSTRUCTION SEQUENCE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICATION PERMITS.
2. FLAG THE WORK LIMITS.
3. HOLD PRECONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS OF EROSION, SEDIMENT, AND STORMWATER CONTROL PLAN WILL BE CONDUCTED.
4. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT.
5. INSTALL SEDIMENT BASINS AS THE FIRST CONSTRUCTION ACTIVITY.
6. ROUGH GRADE SITE, STOCKPILE TOPSOIL, INSTALL CULVERTS AND OUTLET PROTECTION, AND INSTALL SEDIMENT FENCE AS NEEDED.
7. COMPLETE FINAL GRADING AND STABILIZE WITH GRAVEL.
8. COMPLETE FINAL GRADING SITE.
9. COMPLETE FINAL GRADING OF GROUNDS, TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.
10. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL EVENTS. NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
11. AFTER SITE IS STABILIZED INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.
12. ESTIMATED TIME BEFORE FINAL STABILIZATION - 3 MONTHS.

RATES OF APPLICATION

ITEM	RATE
Agricultural Limestone	2.0 Tons /Acre
Commercial Fertilizer (13-13-13)	1.0 Ton/Acre
Vegetative Materials For Mulch	2.0 Tons /Acre
Seeding Rate	Common Bermudagrass @ 15 lbs/ac Bahaiagrass @ 40 lbs/ac Fescue (Ky-31) @ 30 lbs/ac

ELEVATION AT TOE OF SLOPE

CONSTRUCTION CONTROL MEASURES AND GENERAL HOUSEKEEPING PRACTICES

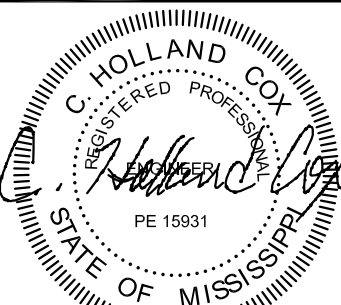
1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT WILL BE REMOVED FROM THE SEDIMENT BASIN AND BLOCK AND GRAVEL INLET PROTECTION DEVICE WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50 PERCENT FILLED. GRAVEL WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY.
3. SEDIMENT WILL BE REMOVED FROM THE UPSTREAM FACE OF THE SILT FENCE WHEN IT REACHES A MAXIMUM SIX-INCH (6") DEPTH AT THE FENCE. THE FENCE WILL BE REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
4. CARE SHOULD BE TAKEN TO MINIMIZE THE MOVEMENT OF THE SEDIMENT INTO ALL STORM DRAIN APPURTENANCES AND PUBLIC STREETS UNTIL THE IMPERVIOUS MATERIAL (ROAD/PARKING AREA SURFACE) IS APPLIED.
5. A DROP INLET SEDIMENT TRAP WITH PERIMETER SILT FENCING OR PROPERLY INSTALLED HAYBALE BARRIERS IS THE RECOMMENDED METHOD OF INLET PROTECTION. SEDIMENT WILL BE REMOVED FROM THE EXCAVATED DROP INLET SEDIMENT TRAP AND RESTORED TO THE ORIGINAL DEPTH WHEN SEDIMENT ACCUMULATION HAS REACHED HALF THE DEPTH OF THE TRAP.
6. ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
7. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURE.
8. THE OWNER OR OPERATOR SHALL DESIGNATE AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR: CONCRETE CHUTE WASHOFF:PROVIDE WASTE RECEPTACLES AT CONVENIENT LOCATIONS AND PROVIDE REGULAR COLLECTION OF WASTE; PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS; AND PROVIDE ADEQUATELY MAINTAINED SANITARY FACILITIES.
9. THE FOLLOWING NON-STORM WATER DISCHARGES SHALL BE PROHIBITED:
 - A. WASTEWATER FROM WASHOUTS OF CONCRETE (UNLESS MANAGED BY AN APPROPRIATE CONTROL
 - B. WASTEWATER FROM WASHOUTAND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUND AND OTHER CONSTRUCTION MATERIALS
 - C. FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATIONS AND MAINTENANCE
 - D. SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING
 - E. WASTEWATER FROM SANITARY FACILITIES, INCLUDING PORTABLE TOILETS
10. PERMANENT EROSION CONTROLS (SOIL PREPARATION, LIMING, FERTILIZING, SEEDING, AND MULCHING) WILL BE PLACED ON ALL DISTURBED AREAS OR AS SHOWN ON THE PLANS. ANY DISTURBED AREAS LEFT FOR OVER 14 DAYS WILL BE SEEDED (TEMPORARY OR PERMANENT SEEDING) IMMEDIATELY UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

POST CONSTRUCTION CONTROL MEASURE

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE FERTILIZED, SEEDED, AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. POLLUTION TREATMENT AREAS SUCH AS THE RETENTION BASIN WILL HAVE EXCESS SEDIMENT AND DEBRIS REMOVED AS NECESSARY. SEALED VEGETATIVE SURFACES MAY REQUIRE CORING, GROOVING, SLICING, FORKING, OR SPIKING TO RESTORE SURFACE INFILTRATION. THATCH BUILD-UP WILL ALSO BE ADDRESSED.
4. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.
5. AFTER SITE IS STABILIZED, COMPLETE FINAL GRADING AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.



SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI



07/23/18

PROJECT NO. 101E3114

DRAWN BY: BCP

CHECKED BY: HC

DATE: 07-23-18

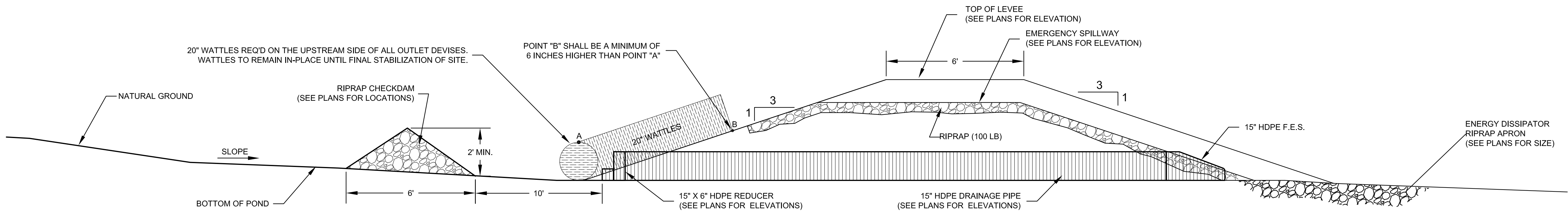
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ORIGINAL DRAWING.
0 1"

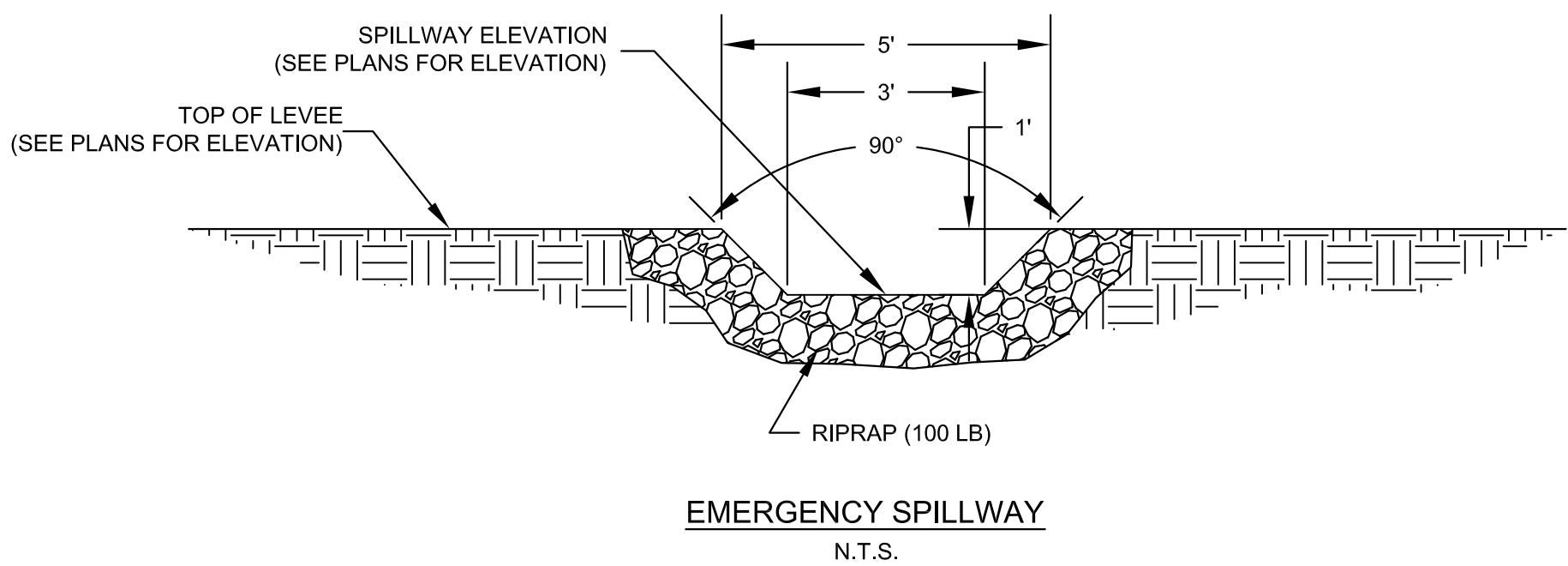
EROSION CONTROL
DETAILS & NOTES

DRAWING NO.

C1.7



DETENTION POND
N.T.S.



- NOTE:**
1. ALL SEDIMENT SHALL BE REMOVED FROM DETENTION PONDS AFTER FINAL STABILIZATION OF PROJECT.
 2. DETENTION PONDS TO BE GRADED TO DRAIN, SODDED AND FERTILIZED AT THE COMPLETION OF PROJECT.

Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39259
662-323-2296

MARK	DATE	DESCRIPTION
IFC	07/23/18	ISSUED FOR CONSTRUCTION

**SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK**

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

07/23/18

PROJECT NO. 101E3114

DRAWN BY: BCP

CHECKED BY: HC

DATE: 07-23-18

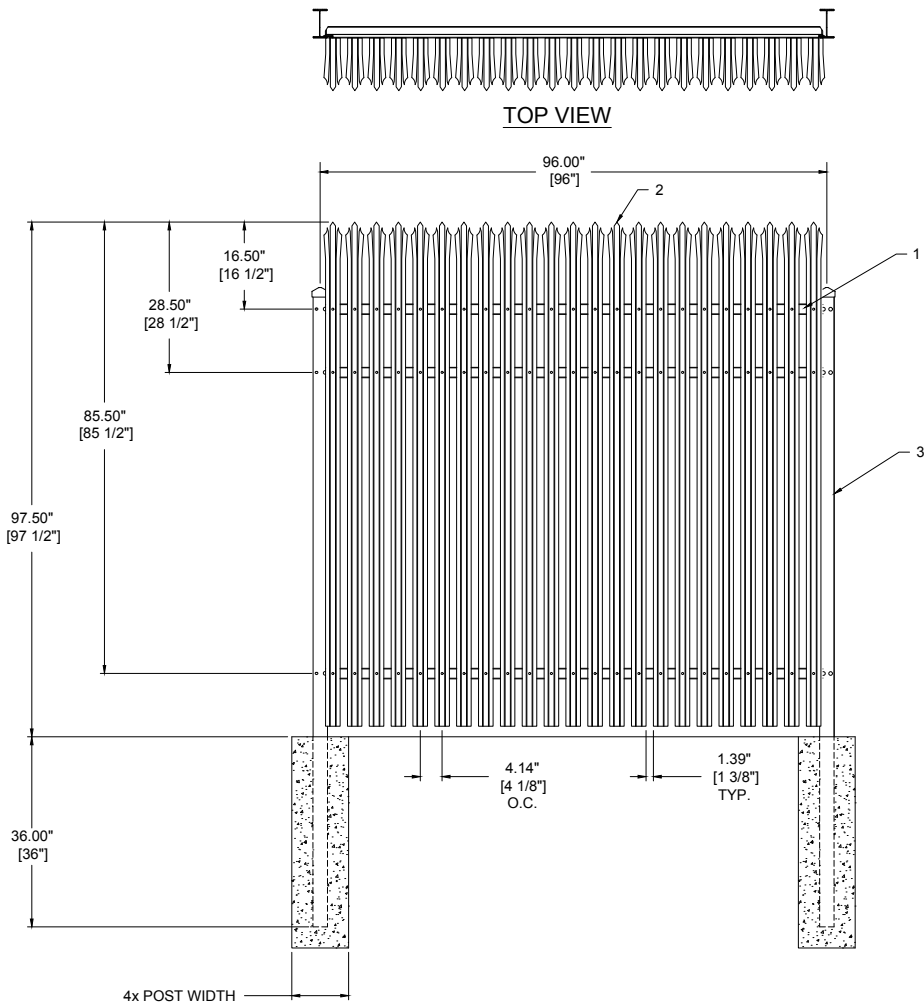
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VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.

EROSION CONTROL
DETAILS & NOTES

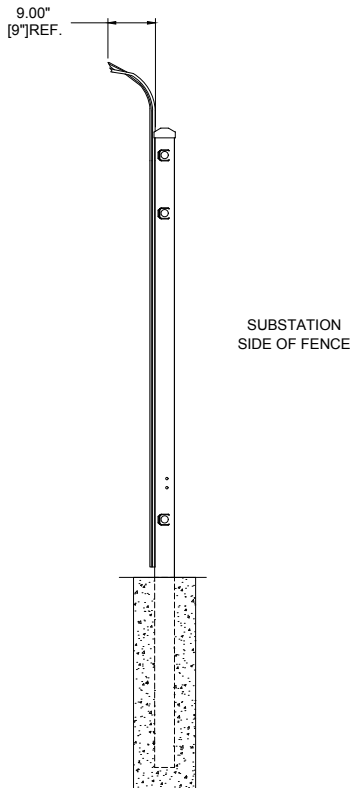
DRAWING NO.
C1.8

F:\DWGS\101-STARKVILLE\101E3114 S.W. Starkville Primary Sub. (Site Work)\CONSTRUCTION DWGS (101E3114).dwg, 7/18/2018 4:09:18 PM

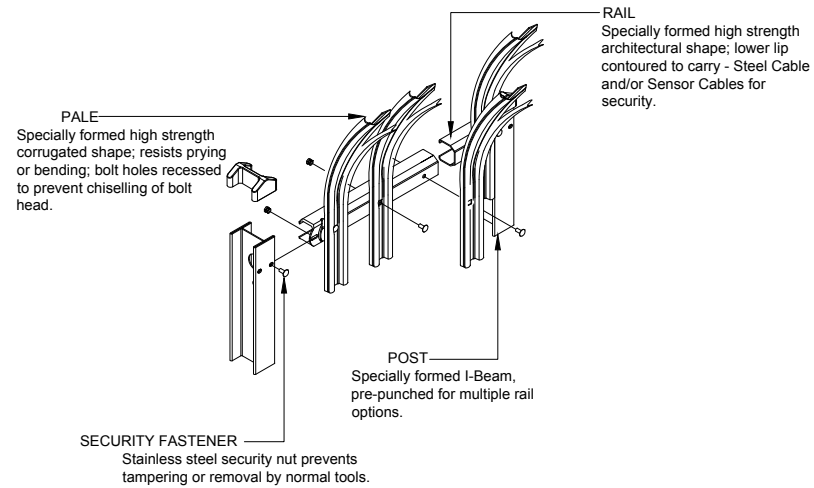


1 FENCE PANEL - ELEVATION VIEW (TYPICAL)
SCALE: NONE

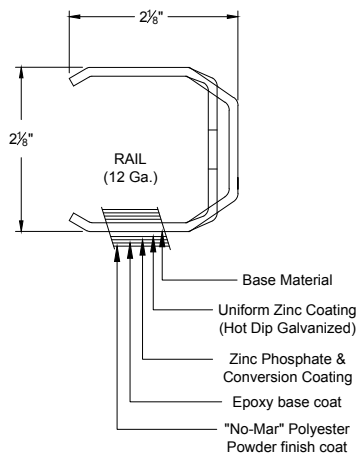
#	DESCRIPTION
1	ANTI-CLIMB RAIL
2	2 3/4" GAUNTLET PALE
3	3" I-BEAM



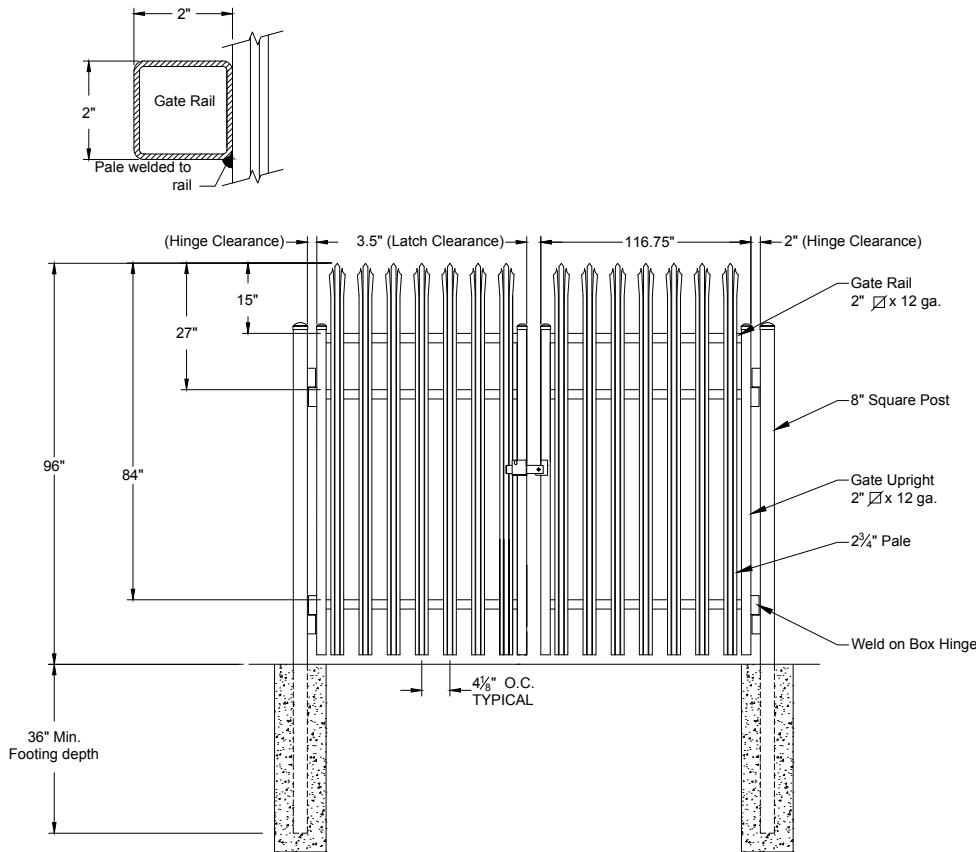
2 FENCE PANEL - SIDE VIEW (TYPICAL)
SCALE: NONE



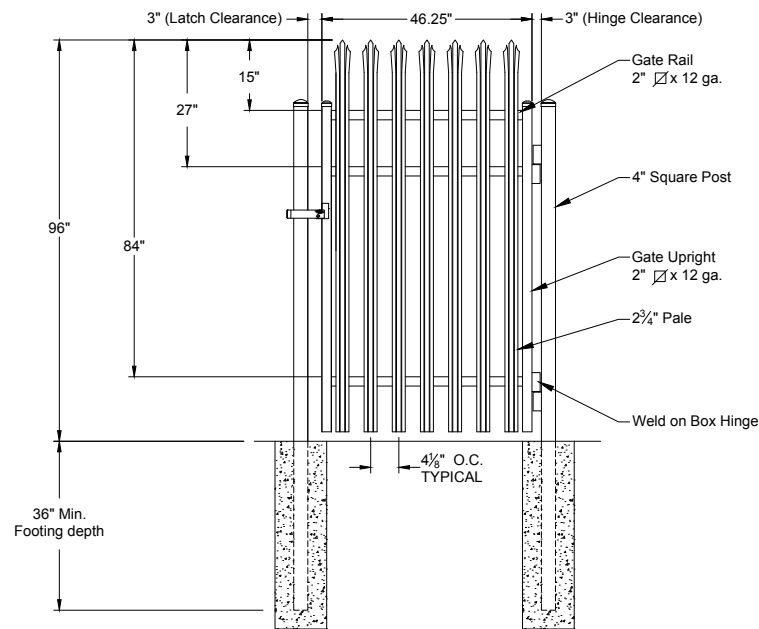
3 FENCE PANEL - ASSEMBLY DETAIL (TYPICAL)
SCALE: NONE



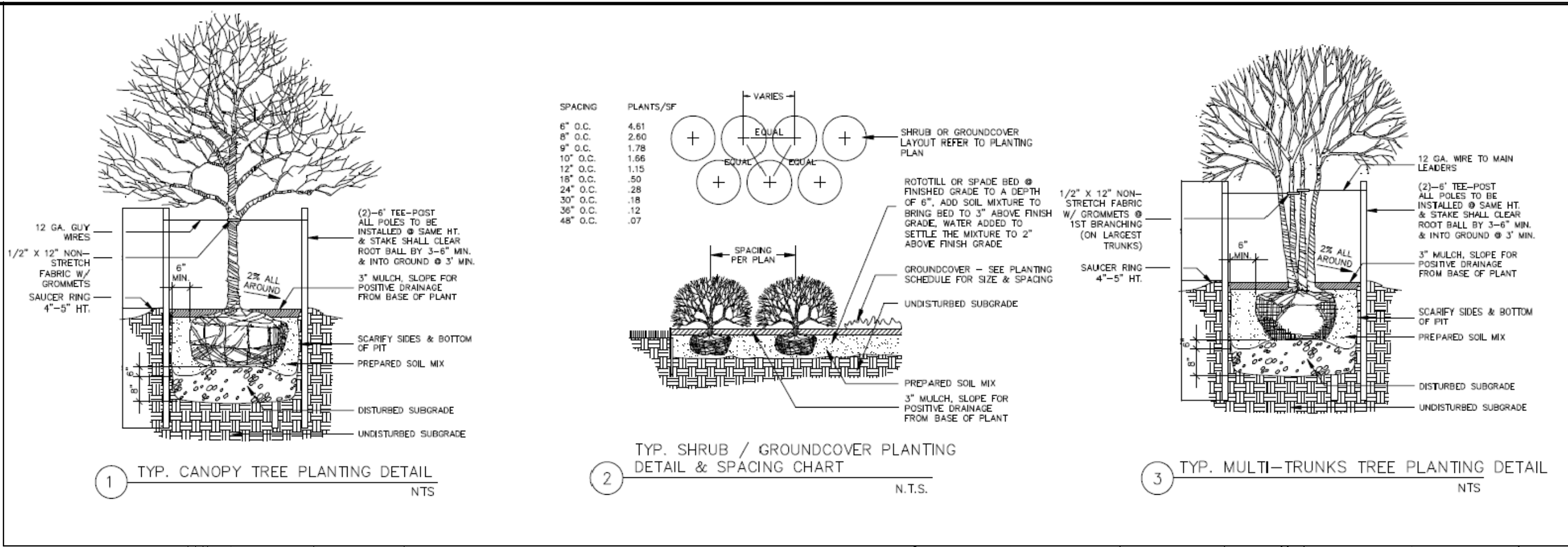
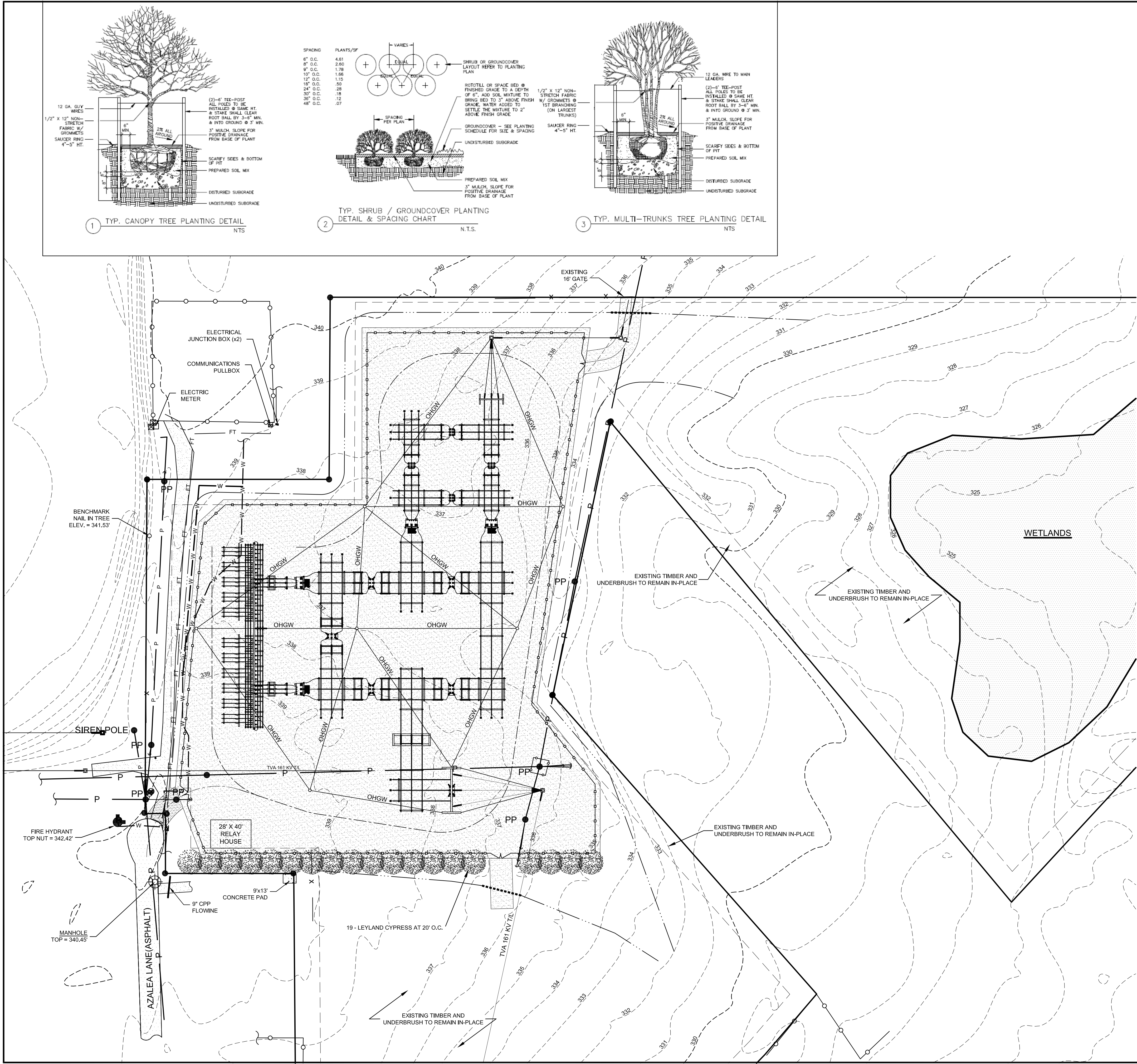
4 FENCE RAIL DETAIL (TYPICAL)
SCALE: NONE



5 DOUBLE GATE ARRANGEMENT
SCALE: NONE



6 SINGLE GATE ARRANGEMENT
SCALE: NONE



GENERAL PLANTING NOTES:

1. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO CALL MISSISSIPPI ONE CALL (811) TO VERIFY ALL UNDERGROUND UTILITIES.
2. CONTRACTOR TO OBTAIN SOIL ANALYSIS OF BOTH EXISTING AND ADDED SOIL BY A QUALIFIED INDEPENDENT TESTING AGENCY. APPLY SOIL AMMENDMENTS PER TESTING AGENCY'S RECOMMENDATIONS FOR PLANT MATERIAL PROPOSED.
3. CONTRACTOR TO PROVIDE PROTECTION TO ALL WORK UNTIL ACCEPTANCE OF PROJECT BY OWNER.
4. CONTRACTOR TO MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. INSPECT AND REMOVE FROM SITE ALL SCRAP, DEBRIS, AND WASTE MATERIAL ON A DAILY BASIS (AND MORE IF NECESSARY).
5. CONTRACTOR RESPONSIBLE FOR NOT DAMAGE EXISTING AMENITIES INDICATED TO REMAIN. CONTRACTOR TO BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING AMENITIES INCLUDING BUT NOT LIMITED TO: HARDSCAPE, EXISTING FENCING, ANY BUILDINGS, TREES, ETC.
6. CONTRACTOR TO VERIFY THAT ALL ROUGH GRADING HAS BEEN COMPLETED PRIOR TO LANDSCAPE INSTALLATION.
7. CONTRACTOR RESPONSIBLE FOR POSITIVE DRAINAGE IN ALL AREAS.
8. CONTRACTOR TO REFER TO PLANT LIST FOR PLANT TYPE AND SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR DETERMINING ALL LANDSCAPE MATERIAL QUANTITIES TO MEET THE INTENT OF THE DESIGN.
9. PERMANENT EROSION CONTROLS (SOIL PREPARATION, LIMING, FERTILIZING, SEEDING, AND MULCHING) WILL BE PLACED ON ALL DISTURBED AREAS OR AS SHOWN ON THE PLANS.

LANDSCAPE NOTES:

1. ALL LANDSCAPE TO MEET CITY OF STARKVILLE LANDSCAPE ORDINANCE. SEE "CHAPTER 112 - VEGETATION"
2. A MULCH RING WITH A FIVE-FOOT DIAMETER IS REQUIRED FOR ALL TREES PLANTED OUTSIDE OF A LANDSCAPE BED.
3. SEE LANDSCAPE ORDINANCE FOR MINIMUM TREE SIZE AT TIME OF PLANTING.
4. SHRUBS AND HEDGES.
 - (1) INDIVIDUALLY PLANTED SHRUBS SHALL BE A MINIMUM OF 24 INCHES IN HEIGHT AT TIME OF INSTALLATION.
 - (2) SHRUBS SHALL BE PLANTED AT A MAXIMUM ON CENTER DISTANCE OF 75 PERCENT OF THEIR MATURE SPREAD.
5. ALL PROPOSED TREES LISTED ON THE LANDSCAPE PLAN SHALL HAVE A HEIGHT OF 12 FEET AND DBH OF 2.5 INCHES AT TIME OF PLANTING.

SOUTHWEST STARKVILLE PRIMARY
SUBSTATION SITE WORK
STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI



PROJECT NO.	101E3114
DRAWN BY:	BCP
CHECKED BY:	HC
DATE:	07-23-18
SCALE:	1" = 50'

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.

LANDSCAPE PLAN
DRAWING NO.
L1.1

MARK	DATE	DESCRIPTION
IFC	07/23/18	ISSUED FOR CONSTRUCTION





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

AGENDA ITEM NO:
AGENDA DATE: August 21, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to sign the rate change amendment effective October 1, 2018 with TVA.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities-Electric
Manager

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133 ext. 101

SUGGESTED MOTION:

Move approval to authorize sign the rate change amendment with TVA effective date of October 1, 2018.

RATE CHANGE AMENDMENT

TV-48326A, Supp. No. ____

This amendment is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**") and TENNESSEE VALLEY AUTHORITY ("**TVA**").

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Since the fall of 2016, Distributor and TVA have endeavored, and are continuing to endeavor, to reach agreement on certain changes to wholesale and resale rates.

Distributor and TVA want to amend the Power Contract to memorialize the parties' agreement on the changed wholesale and resale rate schedules, to extend the availability of general manufacturing credits, and to reflect correctly the implementation of TVA's electric sales statistics ("**ESS**") reporting requirements.

In consideration of the premises and the agreements below, the parties therefore agree:

SECTION 1 - WHOLESALE RATE SCHEDULE SUBSTITUTION

1.1 - Changed Wholesale Rate Schedule The Schedule of Rates and Charges attached to and made a part of the Power Contract contains a wholesale power rate schedule ("**Existing Wholesale Schedule**"). A substitute wholesale power rate schedule, designated Schedule WS, dated October 2018 ("**Changed Wholesale Schedule**") is attached to this Amendment.

1.2 - Wholesale Effective Date The Existing Wholesale Schedule remains in full force and effect for all bills rendered from wholesale meter readings scheduled to be taken before October 2, 2018. The Changed Wholesale Schedule is effective for all bills rendered from wholesale meter readings scheduled to be taken on and after October 2, 2018. Starting with the first application of the Changed Wholesale Schedule, all references in the Power Contract to the Existing Wholesale Schedule refer to the Changed Wholesale Schedule.

SECTION 2 - RESALE RATE SCHEDULE SUBSTITUTION

2.1 - Changed Resale Schedules The Schedule of Rates and Charges attached to and made a part of the Power Contract contains various resale rate schedules ("**Existing Resale Schedules**"). Substitute resale schedules, designated Schedules RS, GSA, GSB, GSC, GSD, MSB, MSC, MSD, LS, TDGSA, and TDMSA, all dated October 2018 ("**Changed Resale Schedules**"), are attached to this Amendment. Schedules GSB, GSC, and GSD are compiled into one "Large General Power Rate Schedules" document and Schedules MSB, MSC, and MSD are compiled into one "Large Manufacturing Service Rate Schedules" document.

2.2 - Resale Effective Date The Existing Resale Schedules remain in full force and effect for all bills rendered from resale meter readings taken for Distributor's revenue months prior to October 2018. The Changed Resale Schedules are effective for all bills rendered from resale meter readings taken for Distributor's revenue months beginning with October 2018. Starting with Distributor's October 2018 revenue month, Distributor must provide electric service to all its customers in accordance with the rates, charges, and provisions of the appropriate Changed Resale Schedules, and with the provisions of Power Contract, as supplemented and amended by this Amendment.

SECTION 3 - GENERAL MANUFACTURING CREDITS

The small manufacturing bill credit agreement numbered TV-48326A, Supp. No. 47, and dated October 1, 2003, as amended, providing for credits commonly known as "General Manufacturing Credits" or "Small Manufacturing Credits" will continue in effect until the effective date of the first rate change occurring after October 2019, as provided for in the "Adjustment and Change of Wholesale Rate and Resale Rates" section of the Power Contract's Schedule of Terms and Conditions.

SECTION 4 - ESS REPORTING

The parties recognize that monthly statistical and billing data is furnished to TVA by Distributor in a monthly ESS Report. This data currently includes, as applicable, certain categories of data described and specified by XML schemas designated as: Class Summaries, Large Consumers, Small Consumer Frequencies, Enhanced Growth Credits, Small Manufacturing Credit, Generation Partners, Green Power Switch, and Dispersed Power Production. In lieu of the provisions of section 5 of the rate change amendment, numbered TV-48326A, Supp. No. 69, and dated April 1, 2011, Distributor will provide to TVA all ESS data reasonably required by TVA to effectively implement any rate, product, or program in which Distributor participates, in accordance with all applicable manuals, guidelines, standards, guidance, and requirements set forth by TVA, as they may be issued and updated from time to time.

SECTION 5 - EFFECTIVE DATE AND TERM

This Amendment becomes effective on October 1, 2018, and will remain in effect for the term of the Power Contract.

SECTION 6 - POWER CONTRACT AFFIRMED

Except as set out above, nothing in this Amendment affects the other terms of the Power Contract.

The parties are signing this Amendment to be effective on the date stated in Section 5.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

TENNESSEE VALLEY AUTHORITY SCHEDULE OF RATES AND CHARGES

WHOLESALE POWER RATE--SCHEDULE WS

(October 2018)

Availability

Firm power available under long-term contracts with, and for distribution and resale by, States, counties, municipalities, and cooperative organizations of citizens or farmers, all referred to herein as "Distributor."

Base Charges

Delivery Point Charge: \$1,500 for one delivery point to Distributor per month and
 \$2,000 for each additional delivery point to Distributor per month

Demand and Energy Charges:

Power and energy taken hereunder shall be billed according to the charges set out in the Standard Service subsection below except that, for any power and energy taken by Distributor for resale to one or more customers whose contract demands are greater than 5,000 kW, as well as customers served under schedules TDGSA and TDMSA, if applicable (collectively, Large Customers), the charges set out in the TOU Service subsection below shall be applied to the portion of the power and energy so resold by Distributor each month under each of the resale rate schedules (Resale Schedules) referred to in the TOU Service subsection, in accordance with their availability provisions (including any necessary certifications from such customers, which Distributor shall provide to TVA). Terms used in the TOU Service subsection that are not defined herein shall have the same meaning as they have in the corresponding Resale Schedules. The remaining power and energy, if any, taken by Distributor and determined as provided for below in the section of this schedule entitled "Determination of Standard Service Demand and Energy Billing Amounts" shall be billed under the charges set out in Standard Service subsection below.

Notwithstanding the provisions set out in the paragraph above (which are hereafter referred to as Standard Billing Arrangement), Distributor may elect an alternative arrangement (Alternate Billing Arrangement) under which power and energy taken by Distributor for resale to Large Customers shall be billed in accordance with the charges set out in the Standard Service subsection below (in lieu of the charges set out in the TOU Service subsection below). Distributor may change its election of billing arrangements commencing with the October billing month of any year by giving TVA at least 45 days' prior written notice. Except as otherwise provided herein, Distributor's election of either the Standard Billing Arrangement or the Alternate Billing Arrangement shall apply to all Large Customers. If Distributor has elected the Alternate Billing Arrangement and it acquires a new Large Customer, Distributor may choose to apply the Standard Billing Arrangement to the new customer; provided, however, that the Standard Billing Arrangement shall then apply to all Large Customers beginning with the following October billing month.

Large Customers under the Standard Billing Arrangement shall be metered in accordance with TVA-furnished or TVA-approved guidelines or specifications. Distributor shall provide to TVA, in accordance with TVA-furnished or TVA-approved guidelines or specifications, unrestricted remote access to the metering data at all times, as well as physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA. Further, for each Large Customer, Distributor shall furnish TVA with such contract information as TVA reasonably requests for purposes of performing monthly billing analysis for each such customer. In the event that TVA is not given such access to all such

metering data, or is not provided such contract information, all power and energy taken hereunder shall be billed in accordance with the Alternate Billing Arrangement.

STANDARD SERVICE

Onpeak Demand Charge:	Summer Period	\$8.07 per kW of Onpeak Billing Demand per month
	Winter Period	\$7.14 per kW of Onpeak Billing Demand per month
	Transition Period	\$7.14 per kW of Onpeak Billing Demand per month
Maximum Demand Charge:	Summer Period	\$2.97 per kW of Maximum Billing Demand per month
	Winter Period	\$2.97 per kW of Maximum Billing Demand per month
	Transition Period	\$2.97 per kW of Maximum Billing Demand per month
Grid Access Charge:	All Periods	0.500¢ per Grid Access Unit
Energy Charge:	Summer Period	3.654¢ per kWh per month (as adjusted by TOU Amount below)
	Winter Period	3.327¢ per kWh per month (as adjusted by TOU Amount below)
	Transition Period	3.194¢ per kWh per month

TOU Amounts to be added to Energy Charges:

Summer Period	
During onpeak hours:	1.500¢ per kWh per month
During offpeak hours:	-0.700¢ per kWh per month
Winter Period	
During onpeak hours:	0.800¢ per kWh per month
During offpeak hours:	-0.200¢ per kWh per month

The above TOU Amounts shall not be subject to adjustment under Adjustment 1 below.

Optional Grid Access Charge: If Distributor selects to implement the Optional Grid Access Charge, 1.500¢ per kWh of the total Energy Charge will be identified on the wholesale power bill as a separate charge. Distributor may select or unselect this option, commencing with the October billing month of any year, by giving TVA at least 45 days' prior written notice. The Optional Grid Access Charge is not subject to adjustment under Adjustment 1 below.

TOU SERVICE

For purposes of applying the charges in this section, "maximum demand" is the higher of (1) the highest onpeak metered demand or (2) the highest offpeak metered demand.

General Power Service

Schedule GSB

Administrative Charge:	\$350 per delivery point per month
Demand Charge:	
Summer Period	
Onpeak Demand	\$10.30 per kW of metered onpeak demand per month, plus
Maximum Demand	\$3.49 per kW per month of maximum demand

Winter Period
 Onpeak Demand \$9.39 per kW of metered onpeak demand per month, plus
 Maximum Demand \$3.49 per kW per month of maximum demand

Transition Period
 Onpeak Demand \$9.39 per kW of metered onpeak demand per month, plus
 Maximum Demand \$3.49 per kW per month of maximum demand

Energy Charge:

Summer Period
 Onpeak 6.071¢ per kWh per month for all metered onpeak kWh, plus

Offpeak
 Block 1 3.708¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 Block 2 0.430¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period
 Onpeak 4.993¢ per kWh per month for all metered onpeak kWh, plus

Offpeak
 Block 1 3.918¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 Block 2 0.430¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period
 Onpeak 3.678¢ per kWh per month for all metered onpeak kWh, plus

Offpeak
 Block 1 3.678¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 Block 2 0.430¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
 Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Schedule GSC

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period
 Onpeak Demand \$10.30 per kW of metered onpeak demand per month, plus
 Maximum Demand \$3.49 per kW per month of maximum demand

Winter Period
 Onpeak Demand \$9.39 per kW of metered onpeak demand per month, plus
 Maximum Demand \$3.49 per kW per month of maximum demand

Transition Period	
Onpeak Demand	\$9.39 per kW of metered onpeak demand per month, plus
Maximum Demand	\$3.49 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak	6.071¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	3.708¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.430¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak	4.993¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	3.918¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.430¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak	3.678¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	3.678¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.430¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Schedule GSD

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period

Onpeak Demand	\$10.30 per kW of metered onpeak demand per month, plus
Maximum Demand	\$3.49 per kW per month of maximum demand

Winter Period

Onpeak Demand	\$9.39 per kW of metered onpeak demand per month, plus
Maximum Demand	\$3.49 per kW per month of maximum demand

Transition Period

Onpeak Demand	\$9.39 per kW of metered onpeak demand per month, plus
Maximum Demand	\$3.49 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak 6.071¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.708¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy , plus

Block 2 0.321¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 4.993¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.918¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.321¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 3.678¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.678¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.321¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Schedule TDGSA

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period

Onpeak Demand \$10.38 per kW of metered onpeak demand per month, plus

Maximum Demand \$3.50 per kW per month of maximum demand

Winter Period

Onpeak Demand \$9.47 per kW of metered onpeak demand per month, plus

Maximum Demand \$3.50 per kW per month of maximum demand

Transition Period

Onpeak Demand \$9.47 per kW of metered onpeak demand per month, plus

Maximum Demand \$3.50 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak 7.527¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 4.351¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy , plus

Block 2 0.323¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.036¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 6.077¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 4.632¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.323¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.036¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 4.745¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 4.745¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.323¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.036¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Manufacturing Power Service

Schedule MSB

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period

Onpeak Demand \$9.71 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Winter Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Transition Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak 5.374¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.004¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.188¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 -0.053¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 4.293¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.216¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.188¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 -0.053¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 3.298¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.298¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.188¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 -0.053¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Schedule MSC

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period

Onpeak Demand \$9.71 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Winter Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Transition Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak 5.268¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.897¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy , plus

Block 2 0.322¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.322¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 4.186¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.108¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy , plus

Block 2 0.322¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.322¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 3.191¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 3.191¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.322¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.322¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Schedule MSD

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period

Onpeak Demand \$9.71 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Winter Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Transition Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$0.68 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak 5.052¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.682¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.162¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 3.970¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.892 per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.162¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 2.975¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.975¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.162¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.106¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Schedule TDMSA

Administrative Charge: \$350 per delivery point per month

Demand Charge:

Summer Period

Onpeak Demand \$9.71 per kW of metered onpeak demand per month, plus

Maximum Demand \$1.92 per kW per month of maximum demand

Winter Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$1.92 per kW per month of maximum demand

Transition Period

Onpeak Demand \$8.79 per kW of metered onpeak demand per month, plus

Maximum Demand \$1.92 per kW per month of maximum demand

Energy Charge:

Summer Period

Onpeak 5.159¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

- Block 1 2.789¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
- Block 2 0.188¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
- Block 3 -0.053¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 4.077¢ per kWh per month for all metered onpeak kWh, plus

- Block 1 3.000¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
- Block 2 0.188¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
- Block 3 -0.053¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 3.084¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

- Block 1 3.084¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
- Block 2 0.188¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
- Block 3 -0.053¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Adjustments

1. The base Onpeak Demand, Maximum Demand, Energy, and Grid Access charges in this rate schedule shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. The TOU Amounts to be added to Energy Charges and the Optional Grid Access Charge are not subject to adjustment under this section. For purposes of determining amounts applicable to power resold by Distributor, a resource cost allocation (RCA) methodology based on historical sales and fuel cost data shall be applied to allocate amounts calculated under any fuel cost adjustment (FCA) in the Adjustment Addendum in the manner described below.

The RCA methodology allocates a different percentage of total eligible fuel costs to (a) all distributor-served and directly served customers with contract demands greater than 5,000 kW served under manufacturing-designated rate schedules (LMS Customers), (b) all distributor-served and directly served customers with contract demands greater than 5,000 kW not served under manufacturing-designated rate schedules (LGS Customers), and (c) all other customers (All Other Customers).

The RCA methodology allocates total fuel costs in proportion to the average hourly load of LMS Customers, LGS Customers, and All Other Customers, weighted by the dispatch cost of TVA's Top 100 MW of incremental cost, in each hour, using the following formula:

$$RCA_j = \left(\frac{\sum_i h_{ij} C_i}{\sum_i \sum_j h_{ij} C_i} \right) \times FA$$

where RCA_j is the RCA allocation for the customer group: LMS Customers, LGS Customers, or All Other Customers;

h_{ij} is the hourly energy of each customer group;

C_i is the Top Cost (dispatch cost for the top 100 MW);

i is the hourly interval of the billing month;

j is the customer group: LMS Customers, LGS Customers, or All Other Customers;

FA is the actual monthly fuel and purchased power expenses as used in any FCA as reflected in the Adjustment Addendum.

Any FCA included in the Adjustment Addendum shall provide for TVA's estimated monthly fuel costs (estimated actual total fuel and purchased power expenses/estimated actual energy sales) to be adjusted based on the application of Seasonal Amounts set out below. To determine the Seasonal Amounts, using the above formula, TVA calculated an RCA allocation percentage for the Seasonal Periods set out in this rate schedule based on data from August 2011 through July 2017 (excluding the month of January 2014). The resulting percentage was applied to actual monthly fuel costs during each of the Seasonal Periods and divided by actual energy sales to obtain the following amounts:

Seasonal Period	LMS Customers	LGS Customers	All Other Customers
Summer	-0.096 ¢ per kWh	-0.062 ¢ per kWh	0.027 ¢ per kWh
Winter	-0.046 ¢ per kWh	-0.038 ¢ per kWh	0.014 ¢ per kWh
Transition	-0.044 ¢ per kWh	-0.022 ¢ per kWh	0.015 ¢ per kWh

TVA may recalculate the Seasonal Amounts annually based on changes in sales and underlying fuel and purchased power costs within the latest 12-month period ending June 30 or to reflect projected changes in sales and fuel and purchased power costs in the next 12-month period ending June 30, or both. If the recalculated Seasonal Amounts increase or decrease by more than 10 percent, TVA will change the Seasonal Amounts by providing not less than 60 days' notice to Distributor. The changed Seasonal Amounts shall be included in any FCA that is included as part of the next effective Adjustment Addendum.

Any FCA included in the Adjustment Addendum shall provide for the RCA formula to be used to reconcile the estimated fuel costs applied to LMS Customers, LGS Customers, or All Other Customers to actual fuel costs and sales.

2. Distributor's bill for each month shall be adjusted in accordance with the Hydro Allocation Adjustment in the current Adjustment Addendum published by TVA to reflect the value of the hydro generation benefits allocated by TVA to residential customers.

Effective October 1 of each year, TVA may recompute the dollar and cent amounts used in determining the Hydro Allocation Adjustment to take account of changed sales and customer account data and apply it accordingly. In performing such computations, TVA shall use the latest 12-month period ending June 30 for purposes of determining the Hydro Allocation Adjustment amounts.

Each month Distributor shall report, in a form specified by TVA, data used in determining components of the Hydro Allocation Adjustment. Such data includes, for the previous month: (1) The energy amount resold by Distributor under the Standard Service section above to non-residential customers, including customers served under a supplemental residential rate schedule, (2) The Maximum Demand and total energy units sold by Distributor to Large Customers, (3) The energy amount resold by Distributor under the Standard Service section above to residential customers excluding customers served under a supplemental residential rate schedule, and (4) the number of customers entitled to be served under Distributor's residential rate schedules, excluding customers served under a supplemental residential rate schedule. To the extent that such data is not so reported in a timely manner, the Hydro Allocation Adjustment shall be computed from estimates determined by TVA.

3. In any case in which a bill involving a metered demand less than the billing demand is applicable to a customer of Distributor with a contract demand in excess of 5,000 kW, Distributor's bill under this rate schedule shall be adjusted by adding (except as provided in the last paragraph of this section) 50 percent of the amount by which (a) the amount computed by applying the appropriate base demand charges of this rate schedule, as adjusted, to the customer's onpeak billing demand and to its maximum billing demand exceeds (b) the amount computed by applying the appropriate base demand charges of this rate schedule, as adjusted, to the customer's metered onpeak demand and to its maximum metered demand.

In any case in which a bill to a customer with a contract demand in excess of 5,000 kW involves metered offpeak energy less than billed offpeak energy, Distributor's bill under this rate schedule shall be adjusted by adding thereto for each such customer (except as provided in the last paragraph of this section) 50 percent of the amount by which (a) the amount computed by applying the appropriate base offpeak energy charges of this rate schedule, as adjusted, to the customer's billed offpeak energy exceeds (b) the amount computed by applying the appropriate base offpeak energy charges of this rate schedule, as adjusted, to the customer's metered offpeak energy. Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall be not be applied to any billed offpeak energy that exceed the metered offpeak energy.

For purposes of applying these adjustments with respect to customers with contract demands in excess of 25,000 kW, all references to the term "50 percent" in the preceding paragraphs shall be replaced with the term "75 percent."

4. The base TOU Service demand and energy charges listed above shall be increased or decreased to appropriately reflect the value of the hydro generation benefits allocated by TVA to residential customers in accordance with the Hydro Allocation Adjustments in the current Adjustment Addendum published by TVA.

In addition, the Hydro Allocation Adjustments may be adjusted by TVA from time to time for the purpose of ensuring that (a) TVA does not pay out more in credits for sales to residential consumers than it receives in debits for sales to other consumers and (b) TVA does not receive more in debits for sales to other consumers than it pays out in credits for sales to residential consumers.

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery to Distributor at less than 161 kV, there shall be added to Distributor's bill a facilities rental charge. This charge shall be 36¢ per kW per month, except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. For each delivery point, such charge shall be applied to the highest average demand during any 60-consecutive-minute period (beginning on the clock hour) for each month of the preceding 12-consecutive-month period of the load measured in kW (Delivery Point Demand). The facilities rental charge shall be in addition to all other charges under this rate schedule, including minimum bill charges, and such amounts in cents per kW may be increased or decreased by TVA, effective with the

effective date of any Adjustment Addendum published by TVA, to reflect changes in the costs of providing for delivery at voltage levels below 161 kV.

Reactive Demand Charges

For each delivery point to Distributor, if the reactive demand (in kVAR) is lagging during the 60-consecutive-minute period of the month in which the Delivery Point Demand occurs, there shall be added to Distributor's bill for the following month a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of the Delivery Point Demand. If the reactive demand (in kVAR) at a delivery point is leading during the 60-consecutive-minute period (beginning on the clock hour) of the month in which Distributor's lowest measured demand (excluding any measured demands which are less than 25 percent of the Delivery Point Demand) occurs, there shall be added to Distributor's bill for the following month a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges, and such amounts in cents per kVAR may be increased or decreased by TVA, effective with the effective date of any Adjustment Addendum published by TVA, to reflect changes in the costs of providing reactive power.

Determination of Seasonal Periods

Summer Period shall mean the months of June, July, August, and September. Winter Period shall mean the months of December, January, February, and March. The Transition Period shall mean the months of April, May, October, and November.

Determination of Onpeak and Offpeak Hours

For purposes of Standard Service, except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Standard Service Demand and Energy Billing Amounts

For every 60-consecutive-minute period (beginning on the clock hour) of the month, the average of the loads measured in kW for each customer served under the TOU Service subsection above shall be subtracted from the average loads measured in kW at all delivery points. The highest difference computed in the onpeak period in accordance with the previous sentence will be the Onpeak Billing Demand for Standard Service provided for any month. The highest difference computed in the billing period in accordance with the first sentence will be the Maximum Billing Demand for Standard Service provided for any month.

The Standard Service onpeak energy for any month of a Summer, Winter, or Transition Period shall be the kWh amount equal to the total energy measured in kWh at all delivery points during the Standard Service onpeak hours less the sum of the energy amounts used under said TOU Service subsection in said Standard Service onpeak hours of that month. The Standard Service offpeak energy for any month of a Summer, Winter, or Transition Period shall be the kWh amount equal to the total energy measured in kWh at all delivery points during the Standard Service offpeak hours less the sum of the energy amounts used under said TOU Service subsection in said Standard Service offpeak hours of that month.

As used in the Grid Access Charge for Standard Service, a Grid Access Unit is one kWh of Distributor's average monthly Standard Service kWh energy takings over a TVA five-fiscal-year period. This five-fiscal-year period will not include any of the current or immediately preceding TVA fiscal year. The Grid Access Units will be recalculated annually. For the Grid Access Charge initially becoming effective as of the date of this rate schedule, the average will be calculated for the period from October 1, 2012, through September 30, 2017.

Minimum Bill

The monthly bill under this rate schedule, exclusive of any applicable facilities rental charges and any reactive charges, shall not be less than the higher of (a) the base delivery point charge or (b) 35 percent of the highest bill to Distributor, exclusive of any applicable facilities rental charge and any reactive charges, rendered under this rate schedule in the preceding 36-consecutive-month period.



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

AGENDA ITEM NO:
AGENDA DATE: August 21, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to proceed as an emergency purchase/repair for the Curry Street well which includes replacing all of the pipe column, oil tubing and pump shaft. Additionally, will require the bake and installation of new pump bearings with Donald Smith for \$69,167.

This is a result of use and over time the metal pipe fails in wells. We identified the problem during our inspection when the output of the well was identified as not producing. With this well out of service and the one at Bluefield having a similar issue, but not as severe, it places additional burden on the other 5 wells we have in production. The existing wells are having extended run times to match system needs. If we lose an additional well, we will have a capacity issue at this time of year in addition to the added fatigue and reduced life of existing wells. This is an emergency situation and a delay in starting to give the opportunity for competitive bidding would be detrimental to the interest of the city.

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 ext. 101

SUGGESTED MOTION:

Move approval to proceed as an emergency purchase/repair for the Curry Street well which includes replacing all of the pipe column, oil tubing and pump shaft. Additionally, will require the bake and installation of new pump bearings. Per Mississippi Code Section 31-7-13(k).

Donald Smith Company, Inc.

P.O. Box 38 • Shannon, MS 38868 • Phone: (662) 767-9777 • Fax: (662) 767-3107

July 12, 2018

Sean Johnston
Theodis Weaver
City of Starkville
Starkville Utilities
P. O. Box 927
Starkville, MS 39759

RE: PUMP & MOTOR REPAIR QUOTE - CURRY STREET WELL

We would like to quote the following:

Rebuild 14LCZ 11-Stage Pump;
312' New Pump Column 8";
312' New Oil Tubing 2½" w/bronze bearings;
312' New Pump Shafting 1½";
Refurbish Pump Head;
200 hp US motor, motor repair to clean, varnish, bake & install new bearings;
Labor, Crane Rental to install pump back in well, test and put back in service;
For the price of: **\$ 69,167.00**

Thank you for the opportunity to quote you on this project. If you have any questions please do not hesitate to call.

Robert Young
Manager



Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

CORPORATE OFFICE
746 East Main Street
Headland, Alabama 36345
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Fax (334) 693-3089