



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
September 18, 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.

Utilities General Manager
Terry Kemp



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward 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

REGULAR MEETING OF TUESDAY, SEPTEMBER 18, 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 AUGUST 7, 2018 SPECIAL CALL WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 21, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 27, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE AUGUST 31, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Acknowledgment of 4th Grade Girl Scout Troop 20320 in attendance as a requirement to obtain their "Inside Government" badge.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING AND CONSIDERATION TO AMEND STARKVILLE CODE OF ORDINANCES CHAPTER 82, ARTICLE III - ASSEMBLIES, PARADES, AND PROCESSIONS - CONSISTENT WITH THE CITY'S SPECIAL EVENTS POLICY.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH LIME TO PROVIDE BIKE SHARING OPPORTUNITIES IN LOCATIONS THROUGHOUT THE CITY.**
- B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE CITY OF STARKVILLE CODE SECTION §30-32 RELATED TO TRANSIENT VENDORS.
- C. CONSIDERATION OF APPROVAL OF THE 2019 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE, WHICH WILL REMAIN THE SAME AS THE CURRENT YEAR.

X. BOARD BUSINESS

- A. CONSIDERATION OF FISCAL YEAR 2018 BUDGET ADJUSTMENTS.
- B. CONSIDERATION OF THE APPOINTMENT OF FIVE STARKVILLE ELECTION COMMISSIONERS PER MS CODE §23-15-221.**
- C. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.**
- D. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.**

E. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

F. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST AUTHORIZATION TO APPROVE FINAL WORK CHANGE ORDER FOR COLUMBUS FENCE FOR FENCE AND GATE SIGNS FROM THE 2017 FAA AIP GRANT 3-28-0068-022-2017 AT A COST OF \$343.50 TO THE CITY AND \$6,526.50 FROM GRANT FUNDS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 FROSTBITE HALF MARATHON AND 2019 SOUPER BOWL WITH IN-KIND SERVICES TO BE HELD ON SATURDAY, FEBRUARY 2, 2019.

- b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY LINDA YOUNG TO HOLD THE LIVING LIFE IN PINK BREAST CANCER WALK ON OCTOBER 28, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- c. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT ON OCTOBER 28, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- d. CONSIDERATION OF THE APPOINTMENT OF CARL SMITH AS THE WARD 2 COMMISSIONER OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE CURRENT TERM.
- e. CONSIDERATION OF PP 18-07 AND FP 18-04 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS AT 516 AND 518 SOUTH MONTGOMERY STREET IN A C-2 ZONE WITH THE PARCEL NUMBERS 102A-00-277.00 AND 102A-00-279.00.
- f. CONSIDERATION OF PP 18-12 AND FP 18-10 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS AT 400 AND 402 GREENSBORO STREET IN A R-1 ZONE WITH THE PARCEL NUMBERS 118O-00-318.00 AND 118O-00-319.00.
- g. CONSIDERATION OF PP 18-11 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING AN 11.04-ACRE PARCEL INTO 51 LOTS LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.
- h. CONSIDERATION OF PP 18-13 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING A 5.1-ACRE PARCEL INTO 28 LOTS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BENT BROOK LANE AND YELLOW JACKET DRIVE IN AN R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 102H-00-043.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF DECLARING STREET DEPARTMENT 2001 SCHAEFF RUBBER TIRE EXCAVATOR MODEL #HML31 (SERIAL#03215955) SURPLUS AND AUTHORIZATION TO AUCTION ON GOVDEALS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 12, 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. ACCEPTANCE OF AUGUST 2018 FINANCIAL STATEMENT.

3. CONSIDERATION OF THE APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2018 – SEPTEMBER 30, 2019 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY DEPARTMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$9,950.00, THE LOWER OF QUOTE OPTIONS, AND TO DECLARE THE CURRENT SCOTT COMPRESSOR SURPLUS AND TRADE IN ON PURCHASE OF NEW SYSTEM.

G. HUMAN RESOURCES

1. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A COMMUNITY DEVELOPMENT DIRECTOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE MARKEZ QUINN AS THE COMMUNITY DEVELOPMENT ADMINISTRATOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MARLOW ROGERS AS A PART-TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE WILL MURPHEE AS AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE BRANDY GANN AS THE ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE CHRISTIE CULBERSON AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
8. REQUEST AUTHORIZATION TO ADVERTISE FOR A EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF DECLARING A 1997 FORD F-150, VIN 1FTDF1728VNC25129, ONE STEEL GRILL, ONE WOODEN PICNIC TABLE, ONE POPCORN MACHINE, ONE ICE MACHINE, ONE ICE BIN, ONE STOVE AND RANGE, AND ONE BACKFLOW PREVENTER AS SURPLUS AND AUTHORIZATION TO AUCTION ON GOVDEALS.
2. CONSIDERATION OF APPROVAL TO EXTEND CONCESSIONS LEASE AGREEMENT WITH FRED TATE UNTIL DECEMBER 31, 2018.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO UTILIZE SEDC AUTOCUE SERVICE. THERE IS A ONE-TIME SET-UP FEE OF \$15,000.00, WITH MONTHLY FEES TO BE BASED ON USAGE EACH MONTH.
2. REQUEST AUTHORIZATION TO ACCEPT LOWEST AND BEST QUOTE FOR (1) EMERGENCY GENERATOR AND (1) AUTOMATIC TRANSFER SWITCH FOR USE AT THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER FOR \$31,174.00 FROM CUMMINGS SALES AND SERVICE AND DECLARE THE CURRENT EMERGENCY GENERATOR LOCATED AT THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER AS SURPLUS.

3. REQUEST AUTHORIZATION FOR STEPHEN WADE AND RANDALL CHRISWELL TO TRAVEL TO JACKSON, TN TO ATTEND THE LINEMAN APPRENTICESHIP LAB 4 UNDERGROUND ON OCTOBER 8-12, 2018 WITH ADVANCED TRAVEL FOR BOTH NOT TO EXCEED \$3,320.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LAND ACQUISITION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 2, 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.

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
August 7, 2018 at 4:00 p.m.**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on August 7, 2018 at 4:00 p.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. The purpose of the meeting was discussion of the Fiscal Year 2018-2019 tax millage and budget.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
SPECIAL MEETING OF MONDAY, AUGUST 7, 2018
4:00 P.M., SECOND FLOOR CONFERENCE ROOM, CITY HALL
110 WEST MAIN STREET**

The specific subject of the meeting is as follows:

DISCUSSION OF THE FISCAL YEAR 2018 – 2019 TAX MILLAGE AND BUDGET.

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Budget Chairman / Alderwoman Sandra Sistrunk presented the proposed budget. She discussed guiding principles, major expense changes such as increased PERS rates and health insurance rates. Outside contribution requests, equipment needs, and other departmental requests were also discussed. It was discussed to leave in a proposed tax increase of 1.05 mills primarily for the development and upgrade to the park program and infrastructure bond payments. The Clerk will advertise public hearings for August 21, 2018 and September 4, 2018 pursuant to MCA §21-35-5 and MCA §27-39-203 with adoption set for September 4, 2018.

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)



IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED,
MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF

**A SPECIAL CALLED MEETING OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
TO BE HELD**

TUESDAY, AUGUST 7, 2018 AT 4:00 PM

**IN THE SECOND FLOOR CONFERENCE ROOM
OF STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET**

The specific subject of the meeting is as follows:

- 1. DISCUSSION OF THE FISCAL YEAR 2018 – 2019 TAX MILLAGE AND BUDGET**

A blue ink signature of Mayor D. Lynn Spruill is written over a horizontal line. The signature is stylized and cursive.

MAYOR D. LYNN SPRUILL

Date / Time Signed: AUGUST 6, 2018, 9:45 A.M.

RECORD OF SERVICE
OF SPECIAL CALLED MEETING TO BE HELD
ON TUESDAY, AUGUST 7, 2018
AT 4:00 P.M.

OFFICIAL DATE/TIME/PLACE OFFICER ELECTED OFFICIAL'S SIGNATURE

MAYOR SPRUILL CITY HALL			
ALDERMAN CARVER 503 COTTONWOOD DRIVE OR 662-769-0792	8-6-18 6:30 Jr		Bue
ALDERMAN SISTRUNK 522 CHESTNUT DR 662-418-4574	8/6/2018 1:30 PM 522 Chestnut	W. Koehn	Sandra C Sistrunk
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	1st ATTEMPT 1400 hrs 8-6-18 PHONE 2 ADD. 8/6/18 1400	W. Koehn	Don Little
ALDERMAN WALKER 204 N NASH ST 662-617-0130	8-6-18 1347 hrs	W. Koehn	SPOKE WITH RECIPIENT BY PHONE. HE STATED THE CALL WAS SATISFACTORY NOT
ALDERMAN MILLER 502 N MONTGOMERY 662-418-8978	8-6-2018	Jimenez	(Notified by phone by Officer)
VICE MAYOR PERKINS 628 Hospital RD OR 309 Dr Martin Luther King Jr Dr E Suite # 104 / 324-7300	8/6/18	W. Koehn	Ray Perkins 8/6/18 2:30 p.m.
ALDERMAN VAUGHN 105 HENDERSON ST 494-3420 / 323-2004 767 5049	8-6-18 1430 Horn	W. Koehn	Henry M. Vaughn 8-6-18
ATTORNEY LATIMER	SERVED BY EMAIL	-----	

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
August 17, 2018**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, August 17, 2018 at 1:15 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, and Patrick Miller. Attending the Board was City Clerk / CFO Lesa Hardin.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. § 25-41-13 and a copy of that notice is included in the minutes. The meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Park and Recreation Director Gerry Logan presented an opportunity to partnership with a travel group to offer a group trip to Branson in December. He noted it to be a positive option for citizens at a minimum cost for a well planned trip. There will be no profit or risk to the Park program. Park staff will only market the trip.

City Engineer Edward Kemp and Zach Foster of Neel Schaffer presented an update of the Lynn Lane project. The project will include a 4-way stop as well as additional turn lane. The project completion goal is December 2018.

During the work session, the Mayor and Board discussed items on the upcoming August 21, 2018 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
AUGUST 17, 2018
1:15 p.m.**

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION OF PARTICIPATION FOR PARKS WITH A TRAVEL GROUP**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE AUGUST 21, 2018, RECESS
MEEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, AUGUST 17, 2018**

**AT 1:15 PM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-18-18
PAGE: 1 of 160

SUBJECT: Request approval of the minutes of the August 21, 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 August 21, 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
August 21, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 21, 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, David Little, Jason Walker, Patrick Miller, Roy A. Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Sistrunk asked to add Board Business, Item E “Consideration of authorizing the Mayor to execute the Liberty Insurance Underwriters, Inc. Application for Excess Loss Insurance” and that the item be added to consent.

Alderman Miller asked to add Item XI. E. 3. “Consideration of approval to apply for Fleetcor Fuel cards to be used for fuel purchases in city vehicles when out of town” to consent.

Mayor Spruill asked to remove “Personnel” under Executive Session.

There being no objections to the changes, 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 August 21, 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, AUGUST 21, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

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.

E. CONSIDERATION OF AUTHORIZING THE MAYOR TO EXECUTE THE LIBERTY INSURANCE UNDERWRITERS, INC. APPLICATION FOR EXCESS LOSS INSURANCE

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

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.

Consent items 2 – 21:

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 17, 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 JULY 30, 2018 9:00 A.M. SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 30, 2018 9:00 A.M. Special Call 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 APPROVAL OF THE MINUTES OF THE JULY 30, 2018 9:30 A.M. SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 30, 2018 9:30 A.M. Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval to place an insert provided by the Oktibbeha County Humane Society, a non-profit organization, in the Starkville October Utility bills” is enumerated, this consent item is thereby approved.



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.

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”.

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.

6. CONSIDERATION OF AUTHORIZING THE MAYOR TO EXECUTE THE LIBERTY INSURANCE UNDERWRITERS, INC. APPLICATION FOR EXCESS LOSS INSURANCE

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “Consideration of authorizing the Mayor to execute the Liberty Insurance Underwriters, Inc. Application for Excess Loss Insurance” is enumerated, this consent item is thereby approved.

Excess Loss Insurance Policy



Indicate any and all subsidiaries and affiliated companies and their locations that are to be included:

City of Starkville City Hall

City of Starkville Electric

City of Starkville Park and Recreation

Third Party Administrator: (Name and Address): Blue Cross Blue Shield of Mississippi
3545 Lakeland Drive, Jackson, MS 39232

II. Coverage Information

1. Proposed Effective Date: October 1, 2018
2. Number of full-time employees/members: 316
3. Number of part time employees/members: 0
4. Total eligible employees/members: 316
5. Estimated initial enrollments: 316
6. Covered Employees/Members include:

☒ Current (Actively-at-Work)

☒ Retirees

☒ Disabled

☐ Late Enrollees (in waiting period)

☒ COBRA Beneficiaries

☒ Individuals not Actively at Work on their Effective Dates under the Policyholder Plan

All included categories other than Current must have a Disclosure Statement attached to this Application.

A. SPECIFIC EXCESS LOSS

BENEFIT PERIOD

Incurred from October 1, 2017 through September 30, 2019 and,

Paid from October 1, 2018 through September 30, 2019.

Run-In claims are limited to: n/a

Run-Out claims are limited to: n/a

Coverages applying to Specific Excess Loss Include: ☒ Medical ☐ Prescription Drugs (same as any other)

☒ Pharmacy Benefit Manager ☐ Dental ☐ Vision ☐ Other: _____

Excess Loss Insurance Policy



Specific Deductible (Per Covered Person) \$125,000.00

Lifetime Limit of Liability per Covered Person: Unlimited

Policy Period Limit of Liability per Covered Person: Unlimited

Specific Percentage Reimbursable After Deductible: 100%

Aggregating Specific Deductible (if Aggregating Specific Endorsement is selected) \$65,000.00

Special Limitations: n/a

B. AGGREGATE EXCESS LOSS

BENEFIT PERIOD:

Incurred from October 1, 2017 through September 30, 2019 and,

Paid from October 1, 2018 through September 30, 2019.

Run-In claims are limited to: n/a

Run-Out claims are limited to: n/a

Coverages applying to Aggregate Excess Loss Include: ☒ Medical ☐ Prescription Drugs (same as any other)
☒ Pharmacy Benefit Manager ☐ Dental ☐ Vision ☐ Other: _____

Minimum Aggregate Deductible \$2,201,385.72

Aggregate Percentage Reimbursable: 100%

Limit of Liability per Policy Period: \$1,000,000.00

Loss Limit per Covered Person under Aggregate: \$125,000.00

Special Limitations: n/a

Excess Loss Insurance Policy



1

C. ADDITIONAL OPTIONS

The following endorsements are available to enhance Excess Loss coverage.

Monthly Aggregate Protection	Yes	☐	No	☒
Specific Advanced Funding Option	Yes	☒	No	☐
Limitations on Coverage Endorsement	Yes	☐	No	☒
Aggregate Terminal Liability	Yes	☐	No	☒
Specific Terminal Liability	Yes	☐	No	☒
Specific Retro Arrangement	Yes	☒	No	☐
Qualified Clinical Trials Endorsement	Yes	☒	No	☐
Plan Mirroring Endorsement	Yes	☐	No	☒

III. Prior Excess Loss Coverage

Insurance applied for replaces prior coverage as follows:

- (a) Name of Company: American Fidelity Assurance Company
- (b) Type of Coverage: Employer Stop Loss
- (c) Termination Date: September 30, 2018
- (d) Description of coverage, including aggregate or specific and limits of liability: No Change
- (e) Inception date for coverage: October 1, 2017
- (f) Reason for application to new excess loss carrier: TRU Acquisition
- (g) Reason for termination: TRU Acquisition

IV. Conditions Precedent to the Binding of Coverage

Please attach the following document to this Application:

- Signed and dated proposal indicating excess loss and plan design options
- Last billing notice from your current carrier, if replacing coverage
- Any state specific form
- Administrative Services Agreement
- Risk Management Services Agreement
- Plan Document, and all amendments thereto

Excess Loss Insurance Policy



- Other: _____

It is understood and agreed as conditions precedent, and prior to approval of this Application that:

- The Policyholder is financially sound, with sufficient capital and cash flow to accept the risk inherent with a self-funded health care plan;
- The Third Party Administrator retained by the Policyholder is deemed to be the Policyholder's Agent and not the Insurer's Agent;
- Any and all documentation requested by the Insurer must be submitted within thirty (30) days of the Effective Date;
- The Insurer will evaluate the documents and risk and reserves all rights to adjust rates, factors and special limitations to accommodate for unusual or abnormal risks.

V. Signature

NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

The undersigned authorized representative of the Policyholder, based upon reasonable inquiry, represents to the best of his knowledge and belief that the statements and disclosures set forth herein are true and complete and include all material information.

Should a Policy be issued, the Policyholder agrees that the Application and attachments shall have been relied upon and deemed to have been the basis for such Policy. Further, the Application and any supporting documents shall be made part of the Policy. The Policyholder further warrants that if the information supplied on this Application changes materially between the date of this Application and the inception date of the policy, it will immediately notify the insurance company of the changes. It is understood that, without limitation to any other remedy, the Insurer may upon review of such changes, withdraw or modify any outstanding quotation(s) and any agreement or authorization to bind coverage.

FRAUD WARNING: The laws of several states require the following statements to appear on the application form. These statements apply only to resident of the noted States.

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Arizona: Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an application for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.

Excess Loss Insurance Policy



Arkansas, Louisiana, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any act material thereto may be guilty of fraud as determined by a court of law, and may be subject to criminal and civil penalties.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine and Tennessee: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Excess Loss Insurance Policy



New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For all other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for

Excess Loss Insurance Policy



the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.

The Applicant hereby applies for Excess Loss Insurance coverage and:

Signing this Application does not bind the undersigned to purchase or the Insurer to sell any insurance policy. If a policy is issued, this Application and its attachments shall be the basis of such policy and shall be deemed attached to and shall form part of such policy.

In making this application, the Policyholder represents that the statements in this Application and its attachments are true and complete and that the undersigned has the authority to bind the Policyholder to the proposed Policy. If there are material changes to any statements in this Application or its attachments prior to the inception date of the policy, the undersigned shall immediately notify the Insurer of such changes. Upon receipt of such notification, the Insurer shall have the right to modify or withdraw any outstanding terms or proposal.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Agent, broker or producer of this application for coverage (if applicable):

Name: (Please Print) Joseph Preston Francis

Company: McGriff Insurance Services

Signature: _____

Date: _____

Excess Loss Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")
55 Water Street, 23rd Floor, New York, NY 10041
Toll-free number: 1-800-677-9163

APPLICATION FOR EXCESS LOSS INSURANCE

Application is hereby made to Liberty Insurance Underwriters Inc. as the Insurer for Excess Loss Insurance coverage. This Application must be accepted and approved by the Insurer, premiums must be accepted and certain other conditions precedent must be met prior to any coverage being in effect.

If coverage is bound, then this Application, and all supporting documents including the Plan Documents shall be deemed attached to the Policy and will constitute a part thereof.

I. General Information

Full legal Name of the Proposed Policyholder ("Policyholder"): City of Starkville

Address of the Policyholder: ~~401 Lampkin St.~~

110 West Main St.

City: Starkville State: MS Zip Code: 39759

Website: www.cityofstarkville.org

Key contact at Policyholder to receive correspondence and notices from the Insurer:

Nay Ashford
(Name)

Director of Human Resources
(Title)

Telephone: () - 662-323-2525 ext. 3124

Fax: () -

E-Mail Address: n.ashford@cityofstarkville.org

Policyholder's Primary Nature of Business: Municipality

Type of ownership/filing status: government

Federal Tax Identification Number: 64-6001082

Applicant's Primary SIC Code: 9111

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “Consideration of advertising to fill the vacancy in Ward 2 for the Planning and Zoning Commission” is enumerated, this consent item is thereby approved. 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.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “consideration to allow Court Clerk Shalonda Sykes to attend mandatory continuing education training at the Hilton in Jackson, MS from September 12 through September 14, 2018 as required by the Mississippi Judicial College and Administrative Office of Courts for 12 hours of legislatively mandated training with all expenses and travel will be paid by the Mississippi Judicial College” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ADVERTISE THE 2018 ROADWAY BASE AND SURFACING PROGRAM – PROJECT NO. 18036.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for bids for the City’s 2018 Roadway base and surfacing program- Project 18036” is enumerated, this consent item is thereby approved. The 2018 Roadway base and surfacing 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. As of 8/14/18, the ROW for Cedar Creek Road had 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.

10. CONSIDERATION TO ACCEPT JULY FINANCIAL REPORTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the July financial reports” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “consideration of approval to apply for Fleetcor fuel cards to be used for fuel purchases in City vehicles when out of town” is enumerated, this consent item is thereby approved. 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.

12. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a processing clerk / Community Development Administrator” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR AN OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for an Office Manager in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

14. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Starkville Christian Home Educators for use of athletic fields for their football, soccer and volleyball programs” is enumerated, this consent item is thereby approved. (Agreement on following page)

15. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY FOR USE OF AN ATHLETIC FIELD FOR THEIR VARSITY GIRLS’ SOCCER PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Starkville Academy for use of an athletic field for their varsity girls’ soccer program” is enumerated, this consent item is thereby approved. (Agreement on following page)

**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

Contract No. _____

- (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**

By: David D Easley

Printed Name: David D. Easley

Title: Sports Director

Date: 29 Aug 2018

CITY OF STARKVILLE

By: [Signature]

Mayor D. Lynn Spruiell

Date: 8-21-18

**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.

Contract No. _____

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

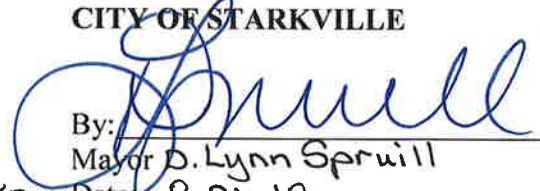
By: 

Printed Name: Chase Nicholson

Title: Athletic Director

Date: 8-31-18

CITY OF STARKVILLE

By: 

Mayor D. Lynn Spruill

Date: 8-21-18

NAMED INSURED: Oktibbeha Education Foundation

POLICY NUMBER: 01290-674

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Starkville
Parks & Recreation
110 W. Main Street
Starkville, MS 39759

Re- Academy using soccer field

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.

16. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval to enter into a 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 in the amount of \$80,637.60 to provide two (2) additional full time DUI enforcement officers as well as overtime enforcement in the areas of alcohol and drugged driving arrests” is enumerated, this consent item is thereby approved. (Agreement on following page)

17. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval to enter into a 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 in the amount of \$15,400.00 to provide for overtime enforcement in the areas of traffic law enforcement” is enumerated, this consent item is thereby approved. (Agreement on following page)



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,

A handwritten signature in blue ink, appearing to read "Tenicia Speech", with a stylized flourish 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

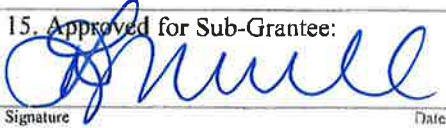
FY19 MOHS GRANT AGREEMENT

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: 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		11. C: Additional Federal Award Date:	
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
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: 8-21-18 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		Total	
Federal		All Other			
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	<u>In-State Highway Safety Training (Must Be Pre-Approved):</u> <u>S.T.O.R.M Conference:</u> 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 <u>DUI Forum</u> 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

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 (c), 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.

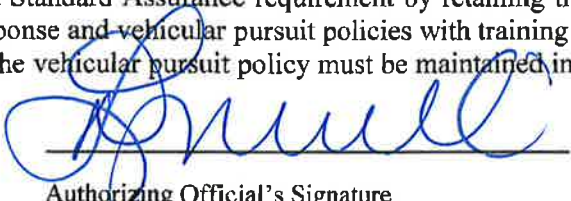
MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

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)

8-21-18

Date

D. Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

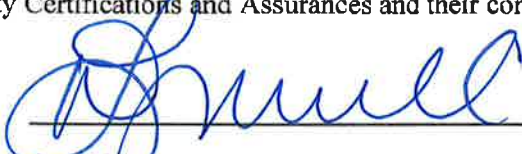
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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)

8-21-18

Date

D. Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the (Board of Aldermen of) the City of Starkville
(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 Board of Aldermen of the City of Starkville
(Governing Body of Unit of Government)

IN THE JURISDICTION Starkville MISSISSIPPI, THIS 21st Day of
August, 20 18 AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Police Chief R. Frank Nichols
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 80,637.60
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost 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 Mayor D. Lynn Spruill
(Chairman of Board/Mayor)

Alderman/Councilperson David Little offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Patrick Miller and, was duly adopted.

Date: 8-22-18

Attest: Lesa Hardin

By: City Clerk/CFO
(Blue Ink)

Seal (City/County Seal is required)



**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: Mayor Lynn Spruill Date: 8-21-18
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: [Signature] Title: Mayor
(Authorizing Official)



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 black 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

7. CFDA # - 20.600

10. A: FAIN #:

18X9204020MS17

69A37518300004020MS0

10.B. Federal Awarding
Agency: NHTSA

8. DUNS # - 782430557

11.A: Initial Federal Award Date:
November 3, 2016 and
November 22, 2017

11.B: Secondary Federal Award Date:

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

9. Congressional District: MS03

11.C: Additional 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	\$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:

Signature

Date

Name: Helen Porter
Title: MOHS Office Director,
MS Office of Highway Safety

15. Approved for Sub-Grantee:

Signature

Date

Name: Lynn Spruill
Title: Mayor,
City of Starkville

8-21-18

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.

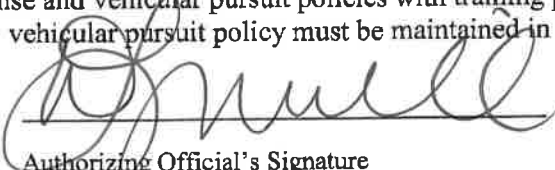
MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

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)

8-21-18

Date

D. Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

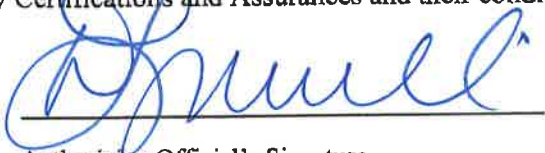
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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, 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)

8-21-18

Date

D. Lynn Spruill

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: D. Lynn Spruiell Date: 8-21-18
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: [Signature] Title: Mayor
(Authorizing Official)

18. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “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 with the amount of travel not to exceed \$200.00” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION FOR APPROVAL FOR PROFESSIONAL CONSULTING WITH MOCK MSLEAC ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$450.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “approval for professional consulting, Mock MSLEAC Assessment, not to exceed \$450.00” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE NEW SOUTHWEST STARKVILLE PRIMARY SUBSTATION SITE WORK.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for bids for the New Southwest Starkville Primary Substation Site Work” is enumerated, this consent item is thereby approved.

21. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the August 21, 2018 Official Agenda, and to accept items for consent, whereby the “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 MS 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” is enumerated, this consent item is thereby approved.

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 in production. The existing wells are having extended run times to match system needs. If an additional well is lost, there will be a capacity issue at this time of year in addition to the added fatigue and reduced life of existing wells.

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
Phone: (334) 693-2969
Fax (334) 693-3089

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted he has been stressed lately, but is getting better. He asked that the City consider adding a turn signal to the second turn signal going North on Hwy 25. He also asked that hatred be kept out of the Bulldog Nation.

Chris Taylor, Ward 7, NAACP President, asked that the County, City, OCH and Pafford set up a meeting to discuss the new ambulance services.

Dorothy Isaac, Ward 6, expressed concern with City employees being charged with embezzlement and published in paper. She asked the Mayor not to take on too many duties in that being Mayor is a full time job.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

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

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

Dr. Andrew Stevens, Ward 3, spoke in favor of the budget. He complimented the Mayor and Board for having a plan on how tax payer dollars will be spent and hoped they accomplished all they had planned.

Alderman Sistrunk answered questions from the Board as to the \$50,000 increase to the SMART bus program. The money will be used as a match to the grant. It is hoped that the paratransit services can be expanded. Other increases in the budget include the chip sealing of roads, police promotions, and a PERS increase.

Park Director Gerry Logan noted that the \$440,000 budgeted for the Parks will be used for draining issues, lighting, roofs, field maintenance, restrooms, as well as other projects.

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

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.

Julie Brown, attorney on behalf of the applicant requesting the appeal of the denied RZ 18-05, asked to withdraw the appeal. The applicant, Fowler Construction Co., wished to reapply and return to the Planning and Zoning Committee a request to rezone to R-3 instead of R-5.

Mayor Spruill opened the Public Hearing and called for public comments in that the Public Hearing had been advertised.

Jeremy Murdock, 502 Greensboro Street, spoke against the request due to his perception of a lack of significant change in the neighborhood.

Joe Fratesi, expressed his opposition to any type of rezoning in the Greensboro area and asked that it be kept single family housing.

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

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

Mike Slaughter of Slaughter and Associates, Urban Planning Consultants, presented the results of Phase II of the Annexation Study. MSU has withdrawn their interest in being annexed into the City limits. The population, as currently proposed, would increase the City population from 26,660 to 31,900. The minority population would increase by 1%, with the racial composition of voting age citizens increasing from 30.6% to 31.4%. There would be a potential increase of 3,392 dwelling units. Of the sixteen commercial businesses included in the annexation area, approximately \$100,000 in sales tax is leaving Starkville and Oktibbeha County annually.

Following questions and discussion of the annexation process, the Mayor and Board took the results under review.

23. CONSIDERATION OF REVISION TO THE SPECIAL EVENTS POLICY AND APPLICATION.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approval the revisions to the Special Events Policy and Application. 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 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.

24. 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.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to call 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. 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.

25. UPDATE FROM STARKVILLE UTILITIES ON ISSUES WITH NEW AMS METERS.

Terry Kemp, General Manager of Starkville Utilities, addressed some of the recent issues and concerns with the new software upgrade and AMS meters. He updated the Mayor and Board that a better, more thorough review process has been developed to insure high and inaccurate bills do not leave the office. Mr. Kemp also discussed the free Starkville Utility app that everyone is encouraged to download.

26. UPDATE FROM CITY ENGINEER ON LOCKSLEY WAY MULTI-PURPOSE PATH EXTENSION.

Edward Kemp, City Engineer, and Saunders Ramsey, Neel Schaffer Project Engineer, updated the Mayor and Board of the Locksley Way multi-purpose path extension. There are three groups participating in the project: City of Starkville, MSU and Oktibbeha County, with the County being the lead. The project is funded by a MDOT-FHWA Transportation grant for a multi-purpose path from South Montgomery to Hail State Blvd via Locksley Way. It will be the first two way cycle path in the state. The goal completion date is Summer 2019.

27. 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.

Alderman Carver, duly seconded by Alderman Little, offered a motion to approve the 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. 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.

28. 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.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to approve 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. 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.

29. 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 12 AND 13, 2018 AT J. L. KING / WESTSIDE PARK AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to approve the 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 with the condition that proof of insurance be provided to the City 30 days prior to October 12, 2018, and with the request modified to include the closure of J. L Mosley street and a portion of Pilcher Street. 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.

30. 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.

Daniel Havelin and Emily Corban presented VA 18-05. 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 hear a request to rezone the two parcel adjacent to Louisville Street from C-1 to R-5.

Alderman Little motioned to approve VA 18-05, with three conditions:

1. Vehicular access gates shall be automatic opening type with no required access code and shall remain accessible at all times.
2. Condominium association shall enter into a permissive use agreement, drafted by the City Attorney, allowing police, sanitation, and fire departments access to the property as needed.
3. Street within the development shall be one way, and if any on-street parking is allowed, it shall only be allowed on one side of the street.

Following a second by Alderman Sistrunk, 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: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

31. CONSIDERATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, with the claim in the amount of \$987.70 to Bob's Mobile removed per the Clerk's request, as of August 14, 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	\$ 298,698.62
Airport Fund	015	3,471.96
Airport – Restricted Fund	016	22,024.80
Sanitation	022	65,883.64
Landfill	023	466.47
Park and Rec, Tourism	375	15,500.00
Trust & Agency	610	22,067.88
Economic Dev, Tourism, Conv	630	104,466.61
Sub Total Before Utilities		\$ 532,579.98
Utilities Dept.	SED	1,273,032.62
Total Claims	Total	\$1,805,612.60

32. FIRE ENGINE PRESENTATION TO THE MAYOR AND BOARD.

Fire Chief Charles Yarbrough updated the Mayor and Board on the condition of the Ladder 1 Fire Truck. The truck is currently running but the ladder can only be extended manually. The truck has however, broken down twice in the past few months and had to be hauled back to the station. Since January 2013, approximately \$12,447.26 has been spent on maintenance and repairs of this truck. The Chief recommended the City begin the process of replacing Ladder 1 soon in that there is a projected increase in cost of 4.5 to 6% after September 12, 2018.

33. CONSIDERATION OF PARKS AND RECREATION DEPARTMENT PROGRAM THAT INCLUDES A TRIP TO BRANSON, MISSOURI, FOR THE DATES OF DECEMBER 10-13, 2018.

This item was tabled until September 4, 2018 pending review by the City Attorney.

34. CONSIDERATION FOR AUTHORIZATION TO SIGN THE RATE CHANGE AMENDMENT EFFECTIVE OCTOBER 1, 2018 WITH TVA.

Alderman Walker offered a motion to authorize the signing of the rate change amendment effective October 1, 2018 with TVA. Alderman Little offered a second to 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: Nay
Alderman Henry Vaughn, Sr. Voted: Yea

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

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
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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
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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
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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
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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.

STARKVILLE UTILITIES
RESIDENTIAL RATE--SCHEDULE RS
(October 2018)

Availability

This rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

Character of Service

Alternating current, single-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor. Multiphase service shall be supplied in accordance with Distributor's standard policy.

Base Charges

Customer Charge: \$17.57 per month

Energy Charge:

 Summer Period 7.662¢ per kWh per month

 Winter Period 7.338¢ per kWh per month

 Transition Period 7.136¢ per kWh per month

Adjustment

The base customer charges and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Minimum Monthly Bill

The base customer charge, as adjusted, constitutes the minimum monthly bill for all customers served under this rate schedule except those customers for which a higher minimum monthly bill is required under Distributor's standard policy because of special circumstances affecting Distributor's cost of rendering service.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage.

Service is subject to Rules and Regulations of Distributor.

STARKVILLE UTILITIES

GENERAL POWER RATE--SCHEDULE GSA

(October 2018)

Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$18.78 per delivery point per month

Energy Charge:

Summer Period 8.827¢ per kWh per month

Winter Period 8.501¢ per kWh per month

Transition Period 8.298¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$93.91 per delivery point per month

Demand Charge:

Summer Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$14.81 per kW

Winter Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$13.85 per kW

Transition Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$13.85 per kW

Energy Charge:

Summer Period	First 15,000 kWh per month at 8.827¢ per kWh Additional kWh per month at 4.044¢ per kWh
Winter Period	First 15,000 kWh per month at 8.501¢ per kWh Additional kWh per month at 3.732¢ per kWh
Transition Period	First 15,000 kWh per month at 8.298¢ per kWh Additional kWh per month at 3.608¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$234.77 per delivery point per month

Demand Charge:

Summer Period	First 1,000 kW of billing demand per month, at \$13.43 per kW Excess over 1,000 kW of billing demand per month, at \$11.47 per kW, plus an additional \$11.47 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Winter Period	First 1,000 kW of billing demand per month, at \$12.47 per kW Excess over 1,000 kW of billing demand per month, at \$10.51 per kW, plus an additional \$10.51 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Transition Period	First 1,000 kW of billing demand per month, at \$12.47 per kW Excess over 1,000 kW of billing demand per month, at \$10.51 per kW, plus an additional \$10.51 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand

Energy Charge:

Summer Period	4.353¢ per kWh per month
Winter Period	4.042¢ per kWh per month
Transition Period	3.915¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to:

(a) If the customer's billing demand and its contract demand, if any, are each 50 kW or less:

1.00¢ per kWh for the first 15,000 kWh of the customer's energy takings for the month.

(b) If the customer's billing demand or its contract demand exceeds 50 kW:

1.00¢ per kWh per month of the lesser of (1) the amount computed by multiplying 300 hours by the customer's billing demand or (2) the customer's energy takings for the month.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

STARKVILLE UTILITIES
LARGE GENERAL POWER RATE SCHEDULES
(October 2018)

Availability

These rates shall apply to the firm electric power requirements where a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 5,000 kW; provided that the other conditions of this section are met.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under these rate schedules, for customers served under these rate schedules, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under these rate schedules is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, these rate schedules shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand

The General Power Rate--Schedule GSB rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 5,000 kW, but not more than 15,000 kW; The General Power Rate--Schedule GSC rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 15,000 kW, but not more than 25,000 kW; and the General Power Rate--Schedule GSD rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 25,000 kW.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

The base charges for Schedule GSB, Schedule GSC, and Schedule GSD are set forth under the Base Charges Attachment to this Large General Power Rate Schedules document. Any references to the Base Charges section of Schedule GSB, Schedule GSC, and Schedule GSD will be deemed to include the Base Charges Attachment.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Facilities Rental Charge

There shall be no facilities rental charge under these rate schedules for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer'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. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under these rate schedules, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill 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 these rate schedules, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, 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 for purposes of these rate schedules 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 Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under these rate schedules as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under these rate schedules. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under these rate schedules as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under these rate schedules, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of these rate schedules entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Distributor shall require contracts for all service provided under these rate schedules. The contract for Schedule GSB and Schedule GSC customers shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The contract for Schedule GSD customers shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 5 years; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 16 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under these rate schedules, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under these rate schedules will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under these rate schedules are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

Base Charges Attachment

	Schedule GSB	Schedule GSC	Schedule GSD	
Customer Charge	\$1,500	\$1,500	\$1,500	per delivery point per month
Administrative Charge	\$350	\$350	\$350	per delivery point per month

Demand Charges:

		Schedule GSB (\$/kW)	Schedule GSC (\$/kW)	Schedule GSD (\$/kW)	
Summer Period	Onpeak Demand	10.61	10.61	10.61	per month of onpeak billing demand
	Maximum Demand	4.61	4.10	3.99	per month of maximum billing demand
	Excess Demand	10.61	10.61	10.61	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
Winter Period	Onpeak Demand	9.67	9.67	9.67	per month of onpeak billing demand
	Maximum Demand	4.61	4.10	3.99	per month of maximum billing demand
	Excess Demand	9.67	9.67	9.67	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
Transition Period	Onpeak Demand	9.67	9.67	9.67	per month of onpeak billing demand
	Maximum Demand	4.61	4.10	3.99	per month of maximum billing demand
	Excess Demand	9.67	9.67	9.67	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Energy Charges:

		Schedule GSB (¢/kWh)	Schedule GSC (¢/kWh)	Schedule GSD (¢/kWh)	
Summer Period	Onpeak hours	6.253	6.253	6.426	per month for all metered onpeak kWh
	Offpeak hours Block 1	3.819	3.819	3.992	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	0.443	0.443	0.504	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	0.109	0.109	0.282	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
	Minimum offpeak energy	3.819	3.819	3.992	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.
Winter Period	Onpeak hours	5.143	5.143	5.316	per month for all metered onpeak kWh
	Offpeak hours Block 1	4.036	4.036	4.209	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	0.443	0.443	0.504	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	0.109	0.109	0.282	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
	Minimum offpeak energy	4.036	4.036	4.209	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.
Transition Period	Onpeak hours	3.788	3.788	3.961	per month for all metered onpeak kWh
	Offpeak hours Block 1	3.788	3.788	3.961	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	0.443	0.443	0.504	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	0.109	0.109	0.282	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
	Minimum offpeak energy	3.788	3.788	3.961	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

STARKVILLE UTILITIES

LARGE MANUFACTURING SERVICE RATE SCHEDULES

(October 2018)

Availability

These rates shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, or 541214.

Prior to initially taking any service under any of these schedules, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under these rate schedules, for customers served under these rate schedules, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under these rate schedules is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, these rate schedules shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand

The Manufacturing Service Rate--Schedule MSB rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 5,000 kW, but not more than 15,000 kW; The Manufacturing Service Rate--Schedule MSC rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 15,000 kW, but not more than 25,000 kW; and the Manufacturing Service Rate--Schedule MSD rate schedule shall apply to customers with an onpeak or offpeak contract demand, whichever is higher, greater than 25,000 kW.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

The base charges for Schedule MSB, Schedule MSC, and Schedule MSD are set forth under the Base Charges Attachment to this Large Manufacturing Service Rate Schedules document. Any references to the Base Charges section of Schedule MSB, Schedule MSC, and Schedule MSD will be deemed to include the Base Charges Attachment.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Facilities Rental Charge

There shall be no facilities rental charge under these rate schedules for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer'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. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under these rate schedules, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill 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 these rate schedules, including minimum bill charges.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, 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 for purposes of these rate schedules 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 Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under these rate schedules as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under these rate schedules. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under these rate schedules as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under these rate schedules, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of these rate schedules entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Distributor shall require contracts for all service provided under these rate schedules. The contract for Schedule MSB and Schedule MSC customers shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The contract for Schedule MSD customers shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 5 years; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 16 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under these rate schedules, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under these rate schedules will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under these rate schedules are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

Base Charges Attachment

	Schedule MSB	Schedule MSC	Schedule MSD	
Customer Charge	\$1,500	\$1,500	\$1,500	per delivery point per month
Administrative Charge	\$350	\$350	\$350	per delivery point per month

Demand Charges:

		Schedule MSB (\$/kW)	Schedule MSC (\$/kW)	Schedule MSD (\$/kW)	
Summer Period	Onpeak Demand	10.00	10.00	10.00	per month of onpeak billing demand
	Maximum Demand	1.72	1.21	1.10	per month of maximum billing demand
	Excess Demand	10.00	10.00	10.00	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
Winter Period	Onpeak Demand	9.05	9.05	9.05	per month of onpeak billing demand
	Maximum Demand	1.72	1.21	1.10	per month of maximum billing demand
	Excess Demand	9.05	9.05	9.05	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
Transition Period	Onpeak Demand	9.05	9.05	9.05	per month of onpeak billing demand
	Maximum Demand	1.72	1.21	1.10	per month of maximum billing demand
	Excess Demand	9.05	9.05	9.05	per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Energy Charges:

		Schedule MSB (¢/kWh)	Schedule MSC (¢/kWh)	Schedule MSD (¢/kWh)	
Summer Period	Onpeak hours	5.535	5.426	5.204	per month for all metered onpeak kWh
	Offpeak hours Block 1	3.094	2.984	2.762	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	0.194	0.332	0.167	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	-0.055	0.332	0.109	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
	Minimum offpeak energy	3.094	2.984	2.762	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.
Winter Period	Onpeak hours	4.422	4.312	4.089	per month for all metered onpeak kWh
	Offpeak hours Block 1	3.312	3.201	2.979	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	0.194	0.332	0.167	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	-0.055	0.332	0.109	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
	Minimum offpeak energy	3.312	3.201	2.979	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.
Transition Period	Onpeak hours	3.397	3.287	3.064	per month for all metered onpeak kWh
	Offpeak hours Block 1	3.397	3.287	3.064	per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak hours Block 2	0.194	0.332	0.167	per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy
	Offpeak Hours Block 3	-0.055	0.332	0.109	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
	Minimum offpeak energy	3.397	3.287	3.064	per month shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

STARKVILLE UTILITIES
OUTDOOR LIGHTING RATE--SCHEDULE LS
(October 2018)

Availability

Available for service to street and park lighting systems, traffic signal systems, athletic field lighting installations, and outdoor lighting for individual customers.

Service under this schedule is for a term of not less than 1 year.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after the due date specified on the bill may be subject to additional charges under Distributor's standard policy.

Base Charges

Customer Charge:

Distributor shall apply a uniform monthly customer charge of \$2.50 for service to each traffic signal system and athletic field lighting installation.

Energy Charge:

Summer Period 4.385¢ per kWh per month
Winter Period 4.059¢ per kWh per month
Transition Period 3.857¢ per kWh per month

Adjustment

The base energy charges will be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

“Summer Period” means the June, July, August, and September billing months. “Winter Period” means the December, January, February, and March billing months. “Transition Period” means the April, May, October, and November billing months.

PART A--CHARGES FOR STREET AND PARK LIGHTING SYSTEMS, TRAFFIC SIGNAL SYSTEMS, AND ATHLETIC FIELD LIGHTING INSTALLATIONS

Facility Charge

The annual facility charge will be 16% of the installed cost to Distributor's electric system of the facilities devoted to street and park lighting service specified in this Part A. Distributor must recompute such installed cost annually (or more frequently if substantial changes in the facilities are made). One-twelfth of the annual facility charge will be billed to the customer each month. If any part of the facilities has not been provided at the electric system's expense; or if the installed cost of any portion thereof is reflected on the books of another municipality, agency, or department, then the annual facility charge will be adjusted to reflect accurately the remaining cost to be borne by the electric system.

Traffic signal systems and athletic field lighting installations will be provided, owned, and maintained by and at the expense of the customer, except as Distributor may agree otherwise, in accordance with the customer charge provisions. The facilities necessary to provide service to such systems and installations will be provided by and at the expense of Distributor's electric system, and the annual facility charge provided for above will apply to the installed cost of such facilities.

Distributor's electric system may provide, own, and maintain traffic signal systems and athletic field lighting installations for the customer's benefit when so authorized by policy duly adopted by Distributor's governing board. In such cases, Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such system or installation, and will require customer to pay a facility charge sufficient to cover all of Distributor's costs (except reimbursed costs, and including appropriate overheads) of providing, owning, and maintaining such system or installation. For athletic field lighting installations, such facility charge will in no case be less than 12% per year of such costs, and will be in addition to the annual facility charge necessary to provide service to such system or installation as provided for in the preceding paragraph.

Lamp Replacement

Traffic signal systems and athletic field lighting installations will be billed and will pay for replacement of lamps and related glassware as provided for in paragraph 1 below.

Street and park lighting customers will be billed and will pay for replacement of lamps and related glassware as provided in paragraph 1 below.

1. Distributor will bill the customer monthly for such replacements during each month at Distributor's cost of materials, including appropriate storeroom expense.
2. Distributor will bill the customer monthly for one-twelfth of the amount by which Distributor's cost of materials, including appropriate storeroom expense, exceeds the product of 3 mills multiplied by the number of kilowatthours used for street and park lighting during the fiscal year immediately preceding the fiscal year in which such month occurs.

Metering

For any billing month or part of such month in which the energy is not metered, or for which a meter reading is found to be in error, or a meter is found to have failed, then, for billing purposes, the energy for that billing month or part of such month will be computed from the rated capacity of the lamps (including ballast), plus 5% of such capacity (to reflect secondary circuit losses), multiplied by the number of hours of use.

Revenue and Cost Review

Distributor's costs of providing service under Part A of this rate schedule are subject to review at any time and from time to time to determine if Distributor's revenues from the charges being applied are sufficient to cover its costs. (Such costs, including applicable overheads, include, but are not limited to, those incurred in the operation and maintenance of the systems provided, and those resulting from depreciation and payments for taxes, tax equivalents, and interest.) If any such review discloses that revenues are either less or more than sufficient to cover said costs, Distributor must revise the above facility charges so that revenues will be sufficient to cover said costs. Any such revision of the annual facility charge provided for in Part A of this rate schedule will be by agreement between Distributor and TVA.

PART B--CHARGES FOR OUTDOOR LIGHTING FOR INDIVIDUAL CUSTOMERS AND SPECIAL OUTDOOR LIGHTING

Facility Charge

Distributor will make available to individual customers certain outdoor lighting fixtures. These fixtures will be provided, owned, and maintained by Distributor. A facility charge, covering Distributor's cost plus margin, will be calculated for each individual fixture. If the costs of providing and maintaining individual fixtures change, Distributor must use the formula set forth below to revise the facility charge for that fixture. If Distributor's facility charge calculations, using the formula set forth below, yield a positive revenue impact, then Distributor must notify TVA of the impact on Distributor's revenue. For a period of six years, Distributor will maintain on file the facility charge calculations or spreadsheets for audit purposes, and any other historical information as may be reasonably required by TVA for verification.

$$FC_i = \frac{ICR_i + RAC_i + M_i}{12}$$

i = individual fixture

FC = monthly facility charge

ICR = installed cost recovery of fixture

RAC = recurring annual cost of providing and maintaining fixture

M = Distributor's margin (not to exceed 23%)

Additional Facilities and Installations

The calculated facility charge in this Part B is limited to service from a photoelectrically-controlled standard lighting fixture installed on a pole already in place. If the customer wants to have the fixture installed at a location other than on a pole already in place, Distributor may apply an additional monthly charge.

Distributor's electric system may provide, own, and maintain special outdoor lighting installations for the customer's benefit when so authorized by policy duly adopted by Distributor's governing board. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such installation.

Lamp Replacements

Replacements of lamps and related glassware will be made in accordance with Distributor's replacement policies, without additional charge to the customer.

Service is subject to Rules and Regulations of Distributor.

STARKVILLE UTILITIES

GENERAL POWER RATE--SCHEDULE TDGSA

(October 2018)

Availability

This rate shall apply to the firm power requirements (where the higher of a customer's onpeak or offpeak contract demand is greater than 1,000 kW but not more than 5,000 kW for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers, provided that the other conditions of this section are met.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge: \$1,500 per delivery point per month

Administrative Charge: \$350 per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand \$10.69 per kW of onpeak billing demand per month, plus

Maximum Demand \$4.63 per kW per month of maximum billing demand, plus

Excess Demand	\$10.69 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
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Winter Period

Onpeak Demand	\$9.75 per kW of onpeak billing demand per month, plus
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Maximum Demand	\$4.63 per kW per month of maximum billing demand, plus
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Excess Demand	\$9.75 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
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Transition Period

Onpeak Demand	\$9.75 per kW of onpeak billing demand per month, plus
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Maximum Demand	\$4.63 per kW per month of maximum billing demand, plus
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Excess Demand	\$9.75 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.
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Energy Charge:

Summer Period

Onpeak	7.753¢ per kWh per month for all metered onpeak kWh, plus
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Offpeak

Block 1	4.482¢ 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	0.333¢ 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	0.037¢ 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	6.259¢ per kWh per month for all metered onpeak kWh, plus
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Offpeak

Block 1	4.771¢ 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	0.333¢ 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	0.037¢ 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	4.887¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	4.887¢ 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	0.333¢ 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	0.037¢ 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

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

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 at less than 161 kV, there shall be added to the customer'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. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill 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.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, 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 for purposes of this rate schedule 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 Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

STARKVILLE UTILITIES

MANUFACTURING SERVICE RATE--SCHEDULE TDMSA

(October 2018)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, or 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA-furnished or TVA-approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge: \$1,500 per delivery point per month

Administrative Charge: \$350 per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand	\$10.00 per kW of onpeak billing demand per month, plus
Maximum Demand	\$3.00 per kW per month of maximum billing demand, plus
Excess Demand	\$10.00 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

Onpeak Demand	\$9.05 per kW of onpeak billing demand per month, plus
Maximum Demand	\$3.00 per kW per month of maximum billing demand, plus
Excess Demand	\$9.05 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

Onpeak Demand	\$9.05 per kW of onpeak billing demand per month, plus
Maximum Demand	\$3.00 per kW per month of maximum billing demand, plus
Excess Demand	\$9.05 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Energy Charge:

Summer Period

Onpeak	5.314¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	2.873¢ 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	0.194¢ 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	-0.055¢ 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	4.199¢ per kWh per month for all metered onpeak kWh, plus
--------	---

Offpeak

- Block 1 3.090¢ 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 0.194¢ 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 -0.055¢ 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 3.177¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

- Block 1 3.177¢ 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 0.194¢ 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 -0.055¢ 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

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

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 at less than 161 kV, there shall be added to the customer'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. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill 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.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Onpeak and Offpeak Hours

Except for Saturdays, Sundays, November 1, 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 for purposes of this rate schedule 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 Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts." Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of the bill that is unpaid after the due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until September 4, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
August 27, 2018 at 2:30 p.m.**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on August 27, 2018 at 2:30 p.m. in the second floor conference room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Absent was Aldermen Ben Carver. 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.

**THERE WILL BE A SPECIAL CALLED MEETING OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
ON MONDAY, AUGUST 27, 2018
AT 2:30 PM IN THE SECOND FLOOR CONFERENCE ROOM
AT STARKVILLE CITY HALL
110 WEST MAIN STREET**

OFFICIAL AGENDA

- I. CALL THE MEETING TO ORDER**
- II. CLOSED DETERMINATION SESSION**
- III. OPEN SESSION**
- IV. EXECUTIVE SESSION**
 - A. PERSONNEL**
- V. OPEN SESSION**
- VI. 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 in advance for any services requested.

1. 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: 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, the Mayor declared the motion passed.
The Board entered closed session.

2. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Miller offered a motion to enter Executive Session for the purpose of discussion of a personnel matter related to the job performance, character and professional competence of an employee of the Starkville Police Department. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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, 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 discussion of a personnel matter related to the job performance, character and professional competence of an employee of the Starkville Police Department.

At this time, the Board entered Executive Session.

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

Alderman Vaughn offered a motion to return to Open Session. Alderman Little seconded the motion and 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, 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.

4. MOTION TO SUSPEND STARKVILLE POLICE CHIEF FRANK NICHOLS WITHOUT PAY FOR TWO WEEKS AND PLACE HIM ON 6 MONTHS' PROBATION, EFFECTIVE IMMEDIATELY, AND TO APPOINT CAPTAIN TROY OUTLAW AS INTERIM POLICE CHIEF DURING THE SUSPENSION TIME PERIOD.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, to suspend Starkville Police Chief Frank Nichols without pay for two weeks and place him on 6 months' probation, effective immediately, and to appoint Captain Troy Outlaw as interim Police Chief during the suspension time period, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Abstain
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.

5. MOTION TO ADJOURN UNTIL SEPTEMBER 4, 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 Vaughn, duly seconded by Alderman Walker, for the Board of Aldermen to adjourn the meeting until September 4, 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: 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
CITY OF STARKVILLE

LESA HARDIN, CITY CLERK

(SEAL)

**RECORD OF SERVICE
OF SPECIAL CALL MEETING
ON MONDAY, AUGUST 27, 2018
AT 2:30 P.M.**

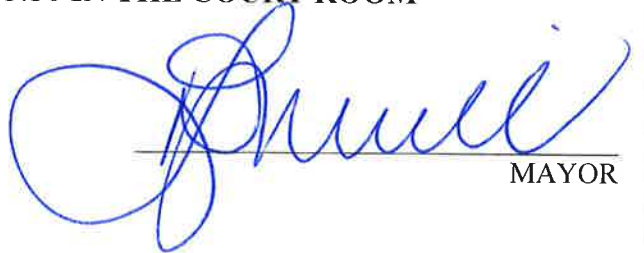
OFFICIAL	TIME/PLACE	OFFICER	ALDERMAN SIGNATURE
MAYOR SPRUILL CITY HALL	-----	-----	SIGNED THE NOTICE
ALDERMAN CARVER 28 LAKES BLVD 662-769-0792	AUGUST 27, 2018 out of town -		Confirmed by text - out of town, cannot be at meeting -
ALDERMAN SISTRUNK 522 CHESTNUT DRIVE 662-418-4574	AUGUST 27, 2018 Residence 1030	Carpenter	Sandra Sistrunk
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	AUGUST 27, 2018 Farm Bureau 1041	Carpenter	Paul Little
ALDERMAN WALKER 204 N NASH ST 662-617-0130	AUGUST 27, 2018	Carpenter	Confirmed by phone via text (in class - could not sign)
ALDERMAN MILLER 502 N MONTGOMERY BOST EXTENSION CTR - MSU 325-3034 / 418-8978	AUGUST 27, 2018 1305 1016	English	(Served - failed to get signature)
ALDERMAN PERKINS 628 HOSPITAL RD OR 309 Dr Martin Luther King Jr Dr E, # 104 / 324-7300	DELIVER AROUND NOON TODAY 11:05 A.M. Lobby	Wright	Proff Perkins Vic Major
ALDERMAN VAUGHN 105 HENDERSON ST 323-2004 / 769-5049	AUGUST 27, 2018 Henry N. Vaughn Sr. Police 1100	Carpenter	Henry N. Vaughn Sr. 8-27-18
ATTORNEY LATIMER	SERVED BY EMAIL		EMAIL READ RECEIPT ATTACHED



**THERE WILL BE A SPECIAL CALLED MEETING
OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
ON
MONDAY, AUGUST 27, 2018
AT 2:30 PM IN THE SECOND FLOOR CONFERENCE ROOM
AT STARKVILLE CITY HALL
110 WEST MAIN STREET**

OFFICIAL AGENDA

- I. CALL THE MEETING TO ORDER**
- II. CLOSED DETERMINATION SESSION**
- III. OPEN SESSION**
- IV. EXECUTIVE SESSION**
 - A. PERSONNEL**
- V. OPEN SESSION**
- VI. ADJOURN UNTIL SEPTEMBER 4, 2018 @ 5:30 IN THE COURT ROOM
AT 110 WEST MAIN STREET.**

A large, stylized handwritten signature in blue ink, likely belonging to the Mayor, is positioned above the word "MAYOR".

MAYOR

Date Signed: August 27, 2018
8:30 A.M.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
August 31, 2018**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, August 31, 2018 at 1:15 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board was City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. § 25-41-13 and a copy of that notice is included in the minutes. The meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

The Mayor and Board discussed items on the upcoming September 4, 2018 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

FRIDAY, AUGUST 31, 2018

CITY OF STARKVILLE, MISSISSIPPI

1:15 p.m.

A. CALL THE MEETING TO ORDER

B. DISCUSSION OF THE AGENDA ITEMS FOR THE SEPTEMBER 4, 2018, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

C. ADJOURN MEETING



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, AUGUST 31, 2018**

**AT 1:15 PM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM DEPT.:
AGENDA DATE: September 18, 2018
PAGE: 1 of 8

SUBJECT: Second Public Hearing and Consideration to amend Starkville Code of Ordinances Chapter 82, Article III – Assemblies, Parades and Processions – Consistent with the City’s special Events Policy.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to amend Starkville Code of Ordinances Chapter 82, Article III – Assemblies, Parades and Processions – Consistent with the City’s special Events Policy.

ARTICLE III. - ASSEMBLIES, PARADES, PROCESSIONS AND OTHER SPECIAL EVENTS [\[2\]](#)

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 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 police 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 with approval of the Starkville Board of Aldermen.

(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. The City shall prosecute any such unlawful activity and seek appropriate penalties pursuant to Sections 1-10 and 1-11 of the City's Code of Ordinances.

(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 Chief of Police, or his designee, 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.



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

AGENDA ITEM DEPT.: Mayor's office
AGENDA DATE: September 18, 2018
PAGE: 1 of 7

SUBJECT: Consideration of entering into an agreement with LIME to provide bike sharing opportunities in locations throughout the city.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY: Neutron Holdings, Inc. dba Lime, formerly LimeBike, is an American transportation rental company that runs bicycle and scooter sharing systems in various cities. Lime uses green-colored commuter bikes equipped with GPS units and 3G connectivity. The bicycles also feature a front basket, a solar panel, and a smart lock. A mobile app is used to locate nearby bicycles and scan a QR code to unlock bicycles, which play a short chime. Rides cost approximately \$1 for every 30 minutes of use.

Per their web site, as of October 2017, Lime had 150,000 users.

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor's Office

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of entering into an agreement with LIME to provide bike sharing opportunities in locations throughout the city.

This Memorandum of Understanding (MOU) is made this 16th (day) of August (month) 2018, by and between the City of Starkville ("City") and Neutron Holdings, Inc. DBA Lime ("Lime").

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike share and related services are a component to help the City achieve its transportation goals and the City desires to make bike share services available to residents and those who work in the City.
3. Lime is a qualified provider of bike share and related mobility products and services and proposes to operate a bike share program within the City.
4. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide bike share services.
5. Lime possesses GPS, 3G, and self-locking technology in its bike fleet such that bikes may be locked and opened by users with an app and tracked to provide for operations and maintenance.

Agreement

1. Use of City Property. City authorizes Lime to use the public way solely for the purposes set forth in Section 2 of this Agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
2. Permitted Use. Lime customers may use the public way solely for parking of bicycles owned and maintained by Lime for use in the bike share program. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
 - a. Use of the public way, and Lime's operations within the City, shall, at a minimum: a) not adversely affect City Property or the City's streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian or vehicular movement within the public way or along other property or rights-of-way owned or controlled by the City) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this MOU by either party, Lime shall, at its sole cost and expense, immediately remove its property from the public way.
 - c. For the purposes of this Agreement, "bicycles" or "bikes" may refer to standard pedal bicycles, electric assist model bicycles, and/or related mobility products

3. Bike parking. The City, at its own discretion, will support the bike sharing program with the installation of bike racks and/or painted bike parking spots, and recommended bike parking spots without racks or painting, in the City to assist with the orderly parking of bikes throughout the City.
4. Condition of City Property
 - a. City makes the public way available to Lime in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Lime or its customers, and assumes no duty to warn either Lime or its customers concerning conditions that exist now or may arise in the future.
 - b. City assumes no liability for loss or damage to Lime's bikes or other property. Lime agrees that City is not responsible for providing security at any location where Lime's bikes are stored or located, and Lime hereby waives any claim against City in the event Lime's bikes or other property are lost or damaged.
5. Maintenance and Care of portion of City Property: Lime expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of Lime's use of City Property. Should Lime fail to repair, replace or otherwise restore such real or personal property, Lime expressly agrees to pay City's costs in making such repairs, replacements or restorations.
6. Operations & Maintenance. Lime will cover all maintenance costs for the bike fleet and maintenance to minimum level of service and reporting outlined in Exhibit A.
7. Indemnification. Lime shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:
 - a. Any occurrence upon, at or from City Property or occasioned wholly or in part by the entry, use or presence upon City Property by Lime or by anyone making use of City Property at the invitation or sufferance of Lime, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
 - b. Use of Lime's bikes by any individual, regardless of whether such use was with or without the permission of Lime, including claims by users of the bikes or third parties.
8. Insurance. Lime shall procure and maintain for the duration of this agreement liability insurance, including insurance against claims for which Lime has indemnified the City pursuant to Section 7 of this Agreement, with General Liability limits of no less than

One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for injury to or death of one or more persons. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it. In addition, Lime's insurance policy shall include a waiver of subrogation endorsement in all coverages in favor of the City of Starkville. The insurance required to be provided herein shall be procured by an insurance company licensed to do business in the State of Mississippi and approved by City, which approval shall not be unreasonably withheld.

9. Compliance with Law. Lime at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City Property as specified in Section 3, above.
10. Required Reports. Lime shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly, and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
11. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
12. No Assignment/Transfer. Lime's designation as the City's bike provider under this Agreement shall not be assigned or transferred by Lime to any party.
13. Term. This agreement shall commence on 8-16, 2018, (the "Commencement Date") and shall expire on the date that is Three (3) years after the Commencement Date unless earlier terminated pursuant to Section 14, below.
14. Termination. This MOU may be terminated prior to the expiration date set forth in Section 13, above, upon the occurrence of any of the following conditions:

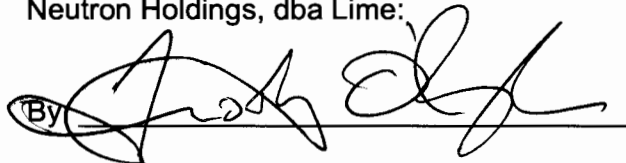
- a. Upon delivery of written notice from City to Lime terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to Lime of such termination.
- b. An attempt to transfer or assign this agreement.

Lime shall not terminate this agreement without first giving at least 180 days' written notice of plans for termination to City.

15. Amendment. This MOU may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
16. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation.
17. Applicable Law and Venue. The laws of the Mississippi shall govern the interpretation and enforcement of this MOU. Any litigation resulting from this MOU shall be brought in a state court of competent jurisdiction in Oktibbeha County, Mississippi or in the United States District Court for the Northern District of Mississippi, as applicable.
18. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
19. Fleet Management. Bike shall be "smart bikes" which allow the bike itself to be tracked by GPS or other installed devise in order to manage the fleet's operations.

Executed the day and year first above written, by the parties as follows:

Neutron Holdings, dba Lime:

By: 

Name: Todd O'Boyle

Title: Director-Strategic Development

City of Starkville:

By: _____

Name: _____

Title: _____

Exhibit A

Description of Lime's Service Level Agreement

The following performance indicators shall be met and reported to help the Starkville measure our success serving its citizens and improving the livability and mobility of Starkville. Lime will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	Lime reservation system fully operational	Uptime reporting	99.5% uptime.	quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving Downtown Starkville	quarterly
Bicycles in service	Bikes in service	Daily uptime reports	Deploy and maintain a minimum of 120 bicycles in service in any calendar month. Bicycles will be phased into deployment over a 6 week period and can be increased based on usage and demand.	quarterly
Report-responses	Response time to improper bike parking / other problems communicated to Customer Service	Time relative to report logs	Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours	quarterly



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

AGENDA ITEM DEPT.: Mayor's office
AGENDA DATE: September 18, 2018
PAGE: 1 of 8

SUBJECT: Consideration of calling for a public hearing to amend the City of Starkville Code Section §30-32 related to Transient Vendors.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor's Office

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of calling for a public hearing to amend the City of Starkville Code Section §30-32 related to Transient Vendors.

ARTICLE II. - TRANSIENT VENDORS^[2]

Footnotes:

--- (2) ---

Cross reference— Streets, sidewalks and other public places, ch. 98.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

DIVISION 1. - GENERALLY^[3]

Footnotes:

--- (3) ---

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended Div. 1 in its entirety to read as herein set out. Former Div. 1, §§ 30-26—30-32, 30-46—30-63, pertained to peddlers—generally and derived from §§ 19-1—19-7 of the 1977 Code.

Sec. 30-26. - Definitions.

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

Door to door sales means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective buyer's private property.

Person means an individual, corporation, association, partnership or other entity.

Transient vendor means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.

Transient business means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six months in each year, even though the owner of such business may conduct the business at another location for more than six months in each year.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-27. - Exceptions to article.

(1) The provisions of this chapter shall not apply to:

- (a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial travelers;
- (b) Wholesale trade shows or conventions;
- (c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;
- (d) Fairs and convention center activities conducted primarily for amusement or entertainment;

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- (e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;
 - (f) Garage sales held on premises devoted to residential use;
 - (g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;
 - (h) Duly licensed flea markets operating from a fixed location;
 - (i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;
 - (j) Sales of agricultural services.
- (2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-28. - Refusing to leave.

Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-29. - Entrance to premises restricted.

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.

(Ord. No. 2012-04, 3-6-12)

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-30. - Misrepresentations concerning goods or services.

It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-31. - Locations and hours of business.

It shall be unlawful for any transient vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient vendors are allowed in areas of higher density

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residential zoning, R-3 through R-5; commercial zoning and in form based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas from the hours of 1:00 a.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes.

(Ord. No. 2012-04, 3-6-12)

Sec. 30-32. - Activity in roadways.

~~It shall be unlawful for any person to peddle any goods, wares, merchandise or services, or to solicit any contributions of any kind for any charitable, educational or other purpose, while standing in or upon any public roadway.~~ Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event. Transient vendors shall not block or impede pedestrian or vehicular traffic on public roadways.

(Ord. No. 2012-04, 3-6-12)

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Secs. 30-33. - Signage authorized.

Transient vendors are authorized to utilize signage that is approved for the district in which they are authorized to conduct business. Any free-standing signage will be removed at the end of the business day and may not remain after the time of the authorized permit period has expired.

(Ord. No. 2012-04, 3-6-12)

Secs. 30-34—30-45. - Reserved.

DIVISION 2. - LICENSE

Sec. 30-46. - License required.

A transient vendor may not transact business in the City of Starkville unless the vendor, and the owner of the merchandise or provider of the services to be offered if the merchandise is not owned or the services are not provided by the vendor, has secured a license in accordance with this chapter and otherwise complied with this chapter.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-46 in its entirety to read as herein set out. Former § 30-46, pertained to privilege taxes, bond required, and derived from § 19-19 of the 1977 Code.

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Cross reference— Local privilege taxes, § 102-26 et seq.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-47. - License fee; bond requirements.

- (1) Each applicant for a transient vendor license shall pay a license fee of \$100.00 with the application, which fee shall be deposited in the general fund of the city. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either \$2,000.00 or five percent of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one year after the date the merchandise or services were sold by the applicant.
- (2) The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one year after the termination of the business. After the transient vendor furnishes satisfactory proof to the city clerk that the vendor has satisfied all claims of purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-47 in its entirety to read as herein set out. Former § 30-47, pertained to limitation on issuance, and derived from § 19-20 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-48. - Application for license.

- (1) Applicants for transient vendor licenses shall file with the city clerk a sworn application giving the following information:
 - (a) The name and permanent address of the transient vendor making the application and some form of identification;
 - (b) A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;
 - (c) The name and permanent address of the applicant's registered agent or office; and
 - (d) Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.
 - (e) If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.

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- (f) If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.
 - (g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.
 - (h) Transient vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.
- (2) The city clerk shall obtain the necessary forms from the state tax commission and shall use same.

(Code 1977, § 19-21; Ord. No. 2012-04, 3-6-12)

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-49. - Driver's license.

The applicant, at the time of filing his application for a permit required by this division, shall present his driver's license, if he has one, to the chief of police.

(Code 1977, § 19-22)

Sec. 30-50. - Giving false information on application.

It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit required by this division.

(Code 1977, § 19-23)

Sec. 30-51. - Registered agent.

- (1) Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.
- (2) The city clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.
- (3) If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the city clerk is the agent of the transient vendor for service of process, notices or demands. Service on the city clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the city clerk, one copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.
- (4) This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

(Ord. No. 2012-04, 3-6-12)

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Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-51 in its entirety to read as herein set out. Former § 30-51, pertained to service of process, and derived from § 19-24 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-52. - Investigation of applicant.

Upon receipt of an application for a permit required by this division, the original shall be referred to the chief of police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good.

(Code 1977, § 19-25)

Sec. 30-53. - Denial authorized; notice.

If, as a result of the investigation authorized by section 30-52, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons for such disapproval, and return the application to the city clerk, who shall notify the applicant that his application is disapproved and that no permit will be issued.

(Code 1977, § 19-26)

Sec. 30-54. - Issuance.

If, as a result of the investigation authorized by section 30-52, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return the permit, along with the application, to the city clerk, who shall, upon payment of the prescribed privilege license fee, deliver to the applicant his permit and issue a license.

(Code 1977, § 19-27)

Sec. 30-55. - Contents.

Every license issued under this division shall contain the signature and seal of the city clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.

(Code 1977, § 19-28; Ord. No. 2012-04, 3-6-12)

Sec. 30-56. - Record.

The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.

(Code 1977, § 19-29; Ord. No. 2012-04, 3-6-12)

Sec. 30-57. - Disposition of receipts.

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The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

(Code 1977, § 19-36; Ord. No. 2012-04, 3-6-12)

Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales.

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one inch in height. The transient vendor shall keep a running total of sales.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-58 in its entirety to read as herein set out. Former § 30-58, pertained to display, and derived from § 19-31 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-59. - Issuance of license; validity of license; renewal of license

- (1) The city clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires 90 days after the day of issuance.
- (2) A license may be renewed on payment of a \$25.00 renewal fee and filing for renewal with the city clerk's office before the expiration of the current license. A license may be renewed only one time after which a licensee must once again purchase a new license pursuant to the provisions of MCA 1972, § 75-85-13, and the City of Starkville Code of Ordinances.

(Ord. No. 2012-04, 3-6-12)

Editor's note— Ord. No. 2012-04, adopted March 6, 2012, amended § 30-59 in its entirety to read as herein set out. Former § 30-59, pertained to duration, and derived from § 19-33 of the 1977 Code.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-60. - Revocation.

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.

(Code 1977, § 19-34; Ord. No. 2012-04, 3-6-12)

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Sec. 30-61. - Appeals.

Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within ten calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

(Code 1977, § 19-35; Ord. No. 2012-04, 3-6-12)

Sec. 30-62. - Not transferable.

No peddler's permit shall be used at any time by any person other than the one to whom it was issued.

(Code 1977, § 19-30)

Sec. 30-63. - Altering prohibited.

It shall be unlawful for any person to alter or deface any license issued pursuant to this division.

(Code 1977, § 19-32; Ord. No. 2012-04, 3-6-12)

Sec. 30-64. - Penalties.

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$500.00 or be imprisoned for not more than six months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the city clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.

(Ord. No. 2012-04, 3-6-12)

State Law reference— Penalties, MCA 1972, § 75-85-19.

Secs. 30-65—30-90. - Reserved.

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

AGENDA ITEM DEPT: Mayor's Business
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Consideration of approval of the 2019 Holiday Schedule for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

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

New Year's Day	1st of January	Tuesday, January 1, 2019
Martin Luther King Jr.	3rd Monday in January	Monday, January 21, 2019
President's Day	3rd Monday in February	Monday, February 18, 2019
Good Friday	Friday before Easter	Friday, April 19, 2019
Memorial Day	Last Monday in May	Monday, May 27, 2019
Independence Day	4th of July	Thursday, July 4, 2019
Labor Day	1st Monday in September	Monday, September 2, 2019
Veterans Day	2nd Monday in November	Monday, November 11, 2019
Thanksgiving Holidays	Thanksgiving Day and day after	Thurs & Fri, November 28 & 29, 2019
Christmas Holidays	Christmas Eve & Christmas Day	Tuesday, Dec 24 & Wednesday, Dec 25, 2019

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval of the 2019 Holiday Schedule for the City of Starkville as presented.



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 9/18/2018
PAGE: 1 of 4

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-18

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Admin and Finance

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION, CONTACT: Alderwoman Sandra Sistrunk or Lesa Hardin

SUGGESTED MOTION: Approval of budget adjustments for fiscal year 9-30-18

Account Number	Description	Debit	Credit
001-000-206-107	Atmos Gas Revenue		\$ 27,000.00
001-000-206-113	TV Cable Revenue		\$ 89,000.00
001-000-206-116	Okt. Co. Rail Road Tax		\$ 4,000.00
001-000-206-666	Telepak/C'Spire Franchise		\$ 8,000.00
001-000-210-008	Interest and Penalties		\$ 2,000.00
001-000-220-018	Privilege License		\$ 11,000.00
001-000-222-016	Plumbing Inspections		\$ 10,000.00
001-000-222-020	Building Permits		\$ 30,000.00
001-000-223-022	Electric Inspections		\$ 20,000.00
001-000-223-024	Sign Permits	\$ 1,000.00	
001-000-223-024	Erosion Control Permits	\$ 1,000.00	
001-000-223-026	Demolition and House Moving		\$ 4,500.00
001-000-230-046	Fire- Homeland Security Grant		\$ 8,000.00
001-000-251-027	State Homestead Reimbursement		\$ 23,000.00
001-000-254-069	Police School Reimbursement		\$ 18,000.00
001-000-254-078	B/C Healthy Hero-Fire		\$ 44,647.00
001-000-358-705	Park- Sports Fee		\$ 70,000.00
001-000-358-715	Park Advertisement		\$ 4,000.00
001-100-610-350	Aldermen Travel		\$ 1,500.00
001-110-480-133	Court-Hospital Insurance	\$ 5,000.00	
001-110-491-137	Unemployment payments - Court	\$ 6,000.00	
001-110-501-200	Supplies		\$ 2,000.00
001-110-604-330	Communications	\$ 2,000.00	
001-110-630-400	Equipment Repair		\$ 500.00
001-110-690-553	Training		\$ 1,000.00
001-110-918-810	Software		\$ 2,500.00
001-120-410-104	Part-time/Intern	\$ 3,200.00	
001-120-503-202	Comm. Support		\$ 1,000.00
001-120-600-300	Professional Services	\$ 25,000.00	
001-123-450-125	IT Overtime	\$ 2,500.00	
001-123-604-330	Communications	\$ 3,000.00	
001-123-620-370	Insurance	\$ 1,500.00	
001-123-918-805	Machine and Equipment	\$ 10,000.00	
001-130-501-200	Election Supplies		\$ 2,000.00
001-130-602-301	Fees		\$ 5,000.00
001-142-600-301	Auditing Fees		\$ 5,000.00
001-159-620-371	Bonding	\$ 3,000.00	
001-169-600-309	Legal Expenses	\$ 6,000.00	
001-169-600-312	Litigation	\$ 10,000.00	
001-180-501-200	Human Resource Supplies / Equipment		\$ 1,000.00
001-180-600-320	Human Resource Drug Tests		\$ 1,000.00
001-190-600-300	Professional Services- City Planner		\$ 8,000.00
001-190-600-323	Debris Removal / Demolition		\$ 5,000.00
001-190-918-807	Office Equipment	\$ 3,000.00	
001-190-480-133	Insurance	\$ 1,000.00	
001-190-918-807	Software - City Planner	\$ 2,500.00	
001-195-950-383	Ambulance Grant Match		\$ 1,000.00
001-196-950-110	Transfer to Gen Fund from Cemetary Acct	\$ 5,000.00	

001-197-690-553	Engineer Training / Education Reimb		\$	4,000.00
001-201-535-233	Police Uniforms	\$	12,500.00	
001-201-555-250	Janitorial	\$	2,000.00	
001-201-604-330	Communications	\$	2,500.00	
001-201-610-350	Travel	\$	1,500.00	
001-201-625-380	Utilities	\$	5,000.00	
001-201-630-360	Vehicle Repairs and Maintenance	\$	50,000.00	
001-201-630-426	Building Maintenance	\$	4,000.00	
001-201-630-404	Radio Maintenance	\$	750.00	
001-201-630-429	Radio Expense		\$	750.00
001-201-635-369	Copier Rental	\$	3,000.00	
001-201-690-552	Police Training	\$	8,000.00	
001-201-918-805	Machine and Equipment	\$	10,250.00	
001-204-540-235	Seatbelt Grant Supplies		\$	15,000.00
001-245-450-125	Dispatch Overtime	\$	8,000.00	
001-245-480-133	Hospital Insurance	\$	2,000.00	
001-250-450-125	Narcotics Overtime	\$	5,000.00	
001-250-460-130	Retirement	\$	7,500.00	
001-250-470-131	Social Security	\$	4,500.00	
001-250-480-133	Hospital Insurance	\$	7,500.00	
001-250-420-103	Staff Salaries	\$	50,000.00	
001-254-450-125	DUI Overtime	\$	4,000.00	
001-254-420-103	DUI Salaries	\$	6,000.00	
001-261-501-200	Fire- Office and Janitorial	\$	1,250.00	
001-261-600-319	Physical Examinations	\$	2,500.00	
001-260-604-330	Phones/Internet	\$	2,500.00	
001-261-630-360	Shop Repairs	\$	2,500.00	
001-261-730-542	B/C Healthy Hero Grant Expense	\$	44,647.00	
001-261-918-805	Machinery and Equipment		\$	25,000.00
001-281-604-330	Communications	\$	2,000.00	
001-281-630-400	Equipment	\$	4,000.00	
001-281-630-360	Shop Repairs		\$	2,000.00
001-281-691-550	Miscellaneous	\$	1,000.00	
001-301-630-400	Street Equipment Repair	\$	6,000.00	
001-301-630-400	Equipment Repair	\$	6,000.00	
001-301-691-550	Miscellaneous	\$	4,000.00	
001-301-480-133	Hospital Insurance		\$	2,500.00
001-301-460-130	Retirement		\$	3,500.00
001-302-625-380	Street Lighting	\$	8,000.00	
001-360-625-380	Animal Control-Utilities	\$	2,000.00	
001-360-525-231	Gas		\$	1,000.00
001-360-480-133	Insurance		\$	1,000.00
001-550-501-220	Activity Supplies	\$	23,000.00	
001-550-501-415	Sports Programs	\$	20,000.00	
001-550-702-613	Walmart Grant	\$	2,000.00	
001-550-690-555	Dues	\$	1,025.00	
001-550-630-426	Building Maintenance	\$	5,000.00	
001-550-630-402	Splash pad/Pool Maintenance	\$	2,000.00	
001-550-600-300	Park Professional Services	\$	5,000.00	

001-550-600-320	Contract Labor	\$ 30,000.00	
001-550-600-330	Communications	\$ 10,000.00	
001-550-600-340	Utilities	\$ 10,000.00	
001-550-600-355	Special Events	\$ 13,000.00	
001-550-600-370	Equipment Repair	\$ 13,000.00	
001-550-600-360	Insurance	\$ 5,000.00	
001-550-600-350	Advertising	\$ 1,000.00	
001-552-501-200	NRPA Supplies		\$ 3,500.00
001-552-600-568	NRPA Contract Labor	\$ 3,500.00	
001-600-903-516	ADA Sidewalks		\$ 25,000.00
001-600-903-518	Bus Pads		\$ 5,000.00
001-600-948-857	Storm Drainage		\$ 10,000.00
001-653-702-708	MSU Shuttle Service		\$ 1,000.00
001-900-990-998	Contineny Fund		\$ 5,725.00
		\$ 514,622.00	\$ 514,622.00
002-000-330-179	Drug Education Fine Revenue		\$ 10,000.00
002-251-501-200	Drug Education Supplies	\$ 5,000.00	
002-251-600-300	Professional Services	\$ 1,000.00	
002-251-918-805	Machinery and Equip	\$ 4,000.00	
003-000-254-091	MS Fire Fund Revenue		\$ 3,000.00
003-560-820-874	Principal - Fire Vehicles	\$ 5,574.25	
003-560-830-873	Interest	\$ 648.75	
003-560-691-200	MS Rebate Expenditures		\$ 3,223.00
		\$ 16,223.00	\$ 16,223.00
015-000-371-640	Airport Hanger Rent		\$ 5,500.00
015-000-373-647	Fuel Sold		\$ 135,000.00
015-505-420-105	Airport Salaries	\$ 24,500.00	
015-505-480-133	Hospital Insurance	\$ 4,000.00	
015-505-525-232	100LL AV Gas Purchases	\$ 100,000.00	
015-505-525-233	Jet A Fuel Purchases		\$ 25,000.00
015-505-625-380	Airport Utilities	\$ 6,000.00	
015-505-620-370	Airport Insurance	\$ 11,000.00	
015-505-720-801	Airport Capital Outlay - Imrovements	\$ 55,000.00	
015-505-720-805	Capital Outlay - Grant Match		\$ 30,000.00
015-505-990-990	Ending Fund Balance		\$ 5,000.00
		\$ 200,500.00	\$ 200,500.00
022-000-395-925	Sanitation - Sale of Equipment / Scrap		\$ 27,500.00
022-322-440-114	Sanitation - Labor		\$ 50,000.00
022-322-535-233	Uniforms	\$ 700.00	
022-341-555-250	Sanitation Landscape Supplies/tools	\$ 7,000.00	
022-341-630-360	Shop Repairs / Maint		\$ 2,000.00
022-341-820-874	Principal - Sanitation F250s	\$ 27,500.00	
022-341-440-114	Landscape - Labor	\$ 30,000.00	
022-341-480-133	Health Insurance	\$ 10,000.00	
022-324-551-239	MDEQ Recycle Containers	\$ 4,300.00	
		\$ 79,500.00	\$ 79,500.00



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9-18-2017
PAGE: Page 1

SUBJECT: Consideration of the appointment of five Election Commissioners.

Five Applications were received:

Rowen Haug, 815 Pine Circle, Starkville, MS
Jason Hauser, 408 East White Drive, Starkville, MS
Dave Holley, 223 Brook Ave, Starkville, MS
P C McLaurin, 505 Lincoln Green, Starkville, MS
Seth Pounds, 200 Cypress Pointe Road, Starkville, MS

AUTHORIZATION HISTORY: The current Election Commission term ended June 30, 2017, but due to pending unresolved Circuit Court issues with the May 16, 2017 Mayoral Primary Runoff election, the election commissioners appointed July, 2013 were reappointed until such time as the court issues are settled.

MS - Mississippi Code of 1972 Annotated Miss. Code Ann. § 23-15-221:

(1) The governing authorities of municipalities having a population of less than twenty thousand (20,000) inhabitants according to the last federal decennial census shall appoint three (3) election commissioners; the governing authorities of municipalities having a population of twenty thousand (20,000) inhabitants or more and less than one hundred thousand (100,000) inhabitants according to the last federal decennial census shall appoint five (5) election commissioners; and the governing authorities of municipalities having a population of one hundred thousand (100,000) or more according to the last federal decennial census shall appoint seven (7) election commissioners. The municipal election commissioners, in conjunction with the municipal clerk, shall perform all the duties in respect to the municipal election prescribed by law to be performed by the county election commissioners where not otherwise provided.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

ldh

September 8, 2018

Lesia Hardin
110 West Main Street
Starkville, MS 39759

Dear Ms. Hardin and Starkville Board of Alderman:

I have heard that the City of Starkville is seeking letters of interest for the Municipal Board of Election Commissioners. To that end, I would like to express my interest in a position as a Starkville Municipal Election Commissioner.

I know that there are a lot of moving parts to an election, and I know that our City elections in the past have been hotly contested and often decided with only a small number of votes. Because of the intense scrutiny placed on our electoral system in recent elections, I understand the importance of having well informed, hard-working, and diligent commissioners that inspire trust in the electorate. And I am willing to be responsible for my work as an Election Commissioner.

While I have no prior experience with being an Election Commissioner, I do have some experience with our electoral process having seen our Oktibbeha County elections first hand as my husband is a County elected official. I am a Starkville native and have lived and voted in Starkville elections for most of my adult life. I am invested in a Starkville that has a strong and trustworthy electoral system. I am intensely interested in our Electoral process and always seek to educate myself. I would like to further my interest through this opportunity for public service.

I feel I could serve the City well, helping to ensure our elections run smoothly and that all votes are counted accurately. While I am currently employed with MSU as a Lecturer, I do have the flexibility and ability to help on Election Day and participate in any required trainings and counting of votes.

I am committed to being responsive to the voters of Starkville to ensure their confidence in our electoral process, which is critical to the functioning of our democratic system of government.

Thank you so much for your time and attention,

Rowan Haug

Lesa Hardin

From: Jason Hauser
Sent: Friday, September 7, 2018 5:25 PM
To: l.hardin@cityofstarkville.org
Subject: Election Commissioners

Dear Lesa Hardin,

I write to express interest in becoming an election commissioner for Starkville municipal elections. If you don't mind, could you please offer information on the general process of becoming a commissioner?

I thank you for your time.

Sincerely,

Jason Hauser
JasonLHauser@gmail.com
(205)937-4702

Lesla Hardin

From: Dave Holley
Sent: Monday, September 3, 2018 6:24 PM
To: l.hardin@cityofstarkville.org
Subject: Election commission

Mrs Hardin,

Please consider this as my letter of interest of becoming an election commissioner for the City of Starkville. I am a retired state employee, retiring January, 2016. I worked for the City of Starkville Police Department for a number of years before being employed as a criminal investigator for the District Attorney's Office. I have investigated voter fraud cases as well as being educated on voter laws. I have seen the problems that have occurred with elections and believe that all elections should be above board. I am available for any type interview as needed by the City Alderman. This is a very important position and should not be taken lightly. Thank you for your time and attention to this matter.

Sincerely,

Dave Holley
662-312-1900
daveholley@bellsouth.net

Sent from my iPhone

Lesa Hardin

From: McLaurin, P.C.
Sent: Friday, September 7, 2018 10:44 PM
To: Lesa Hardin
Subject: Municipal Election Commission

TO: The Mayor and the Board of Aldermen

FROM: P. C. "Mac" McLaurin, Jr.

VIA: Lesa D. Hardin, City Clerk

Ladies and gentlemen, please consider my reappointment to the municipal Election Commission. I am willing and able to devote the time required for fulfilling the duties of this position.

mm

Lesa Hardin

From: Seth Pounds
Sent: Friday, September 7, 2018 2:22 PM
To: l.hardin@cityofstarkville.org
Subject: Election Commission

Lisa,

Please accept this email as my letter of interest as a candidate for the appointment to the Starkville Election Commission.

Since 2015, I have held the title as Director & Instructor of the Risk Management & Insurance Program in the College of Business at Mississippi State. Prior to my employment at Mississippi State, I practiced law in Booneville, MS for several years.

I feel that the election process in our Country is very sacred and I would like to help insure that it remains that way by serving on the Starkville Election Commission.

Thank you for your time.

Sincerely,

Seth Pounds



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

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: 9/18/2018

PAGE: 1 of 5

SUBJECT: Consideration of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue Electric System Revenue Bonds of the municipality, issue an electric system revenue bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of twelve million dollars (\$12,000,000), in one or more series, to raise funds for the purpose of improving, repairing, and extending the existing electric system of the municipality; directing publication of notice of such intention; and related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue Electric System Revenue Bonds of the municipality, issue an electric system revenue bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of twelve million dollars (\$12,000,000), in one or more series, to raise funds for the purpose of improving, repairing, and extending the existing electric system of the municipality; directing publication of notice of such intention; and related purposes.

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

1. The existing electric system of the Municipality is operated and accounted for as a separate enterprise known as the electric system of the Municipality (the "Electric System").

2. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance improving, repairing, and extending the electric system (the "Authorized Purpose"), for which purpose there are no other available funds on hand.

3. The Governing Body has employed Atwell & Gent, P.A., Starkville, Mississippi, a competent engineering firm, to study the Electric System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the Electric System (the "Electric System Project"), and make an estimate of the cost thereof.

4. Said engineers have determined the nature and extent of the Electric System Project and have made an estimate of the cost thereof. Based on that information, the estimated cost of the Electric System Project is the aggregate amount of Twelve Million Dollars (\$12,000,000).

5. The Electric System Project is economically feasible, and would be in the public interest and of benefit to the Municipality, and the findings of said engineers are hereby adopted, including the estimate of the costs of the Electric System Project.

6. Under the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Utilities Act"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Electric System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by and through the issuance of electric system revenue bonds (the "Electric System Revenue Bonds"), of which the principal of and interest on shall be payable from the revenues of the Electric System, as authorized by the Municipal Utilities Act.

7. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Utilities Act, and other applicable laws of the State of

Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Electric System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing an electric system revenue bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), of which the principal of and interest on shall be payable from the revenues of the Electric System, as authorized by the Municipal Utilities Act.

8. The amount of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Twelve Million Dollars (\$12,000,000), in one or more series.

9. The Municipality reasonably expects that it will incur expenditures for the Electric System Project for which the Municipality will advance internal funds prior to the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Electric System Project made in anticipation of the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Electric System Revenue Bonds pursuant to the Municipal Utilities Act, to issue and sell the Qualified Obligation pursuant to the Municipal Utilities Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Utilities Act and the Bank Act, all in the maximum principal amount of Twelve Million Dollars (\$12,000,000), for the Authorized Purpose and the Electric System Project.

SECTION 3. The Electric System Revenue Bonds, the Qualified Obligation, or the Loan may be issued in one or more series, and, if issued, shall be payable from the revenues of the Electric System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose and the Electric System Project prior to the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Electric System Revenue Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 6, 2018, at 5:30 o'clock p.m., which date so fixed will be more than ten (10) days after the third (3rd) date of publication of this resolution, as directed

by Section 6 hereof. Pursuant to the Municipal Utilities Act and the Bank Act, if a petition signed by not less than twenty percent (20%) of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Electric System Revenue Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Electric System Revenue Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, and may be sold under the regular procedure for issuing and selling the Electric System Revenue Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third (3rd) such publication shall be more than ten (10) days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

October 9, 2018; October 16, 2018; and October 23, 2018



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

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: 9/18/2018

PAGE: 1 of several

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and approving the engagement of certain professionals to assist with the issuance of Electric System Revenue Bonds of the City of Starkville, Mississippi, in the maximum principal amount of twelve million dollars (\$12,000,000) to raise funds for the necessary purpose of improving, repairing, and extending the existing electric system of said municipality; and for related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and approving the engagement of certain professionals to assist with the issuance of Electric System Revenue Bonds of the City of Starkville, Mississippi, in the maximum principal amount of twelve million dollars (\$12,000,000) to raise funds for the necessary purpose of improving, repairing, and extending the existing electric system of said municipality; and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

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

1. The electric system of the Municipality is operated and accounted for as a separate enterprise known as the "electric system" of the Municipality (the "Electric System").
2. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue electric system revenue bonds of the Municipality in the maximum principal amount of Twelve Million Dollars (\$12,000,000) (the "Electric System Revenue Bonds") for the purpose of improving, repairing, and extending the Electric System (the "Electric System Authorized Purpose").
3. The Municipality desires to go forward with preparation for the issuance of the Electric System Revenue Bonds, and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Electric System Revenue Bonds.

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

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Electric System Revenue Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor in connection with the issuance of the Electric System Revenue Bonds. The Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letters, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds, by execution of the letters of engagement attached hereto as **Attachment B**.

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, of the law firm of Mitchell, McNutt & Sams, P.A., to serve as Counsel to the Municipality in connection with the issuance of the Electric System Revenue Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Electric System Revenue Bonds.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A

IRMA REPRESENTATION LETTERS FOR MUNICIPAL ADVISOR



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

September 18, 2018

Mayor and Board of Aldermen
City of Starkville, Mississippi
110 W Main Street
Starkville, MS 39759

Re: City of Starkville, Mississippi
Not to Exceed \$12,000,000 City of Starkville, Mississippi Electric System Revenue Bonds, Series 2019; OR
Not to Exceed \$12,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi Electric System Revenue Project)
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt instrument secured by a pledge of incomes and revenues (fees, rates or rentals). The Issuer pledges to use the net revenues of the electric system for repayment of the bonds.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature Date

Lynn Spruill, Mayor, City of Starkville, Mississippi
Authorized Representative's Name

ATTACHMENT B

LETTERS OF ENGAGEMENT FOR BOND COUNSEL



190 EAST CAPITOL STREET, SUITE 800 (39201)
P.O. BOX 427
JACKSON, MISSISSIPPI 39205-0427
601-949-4900
FAX 601-949-4804
www.joneswalker.com

Brad C. Davis
Direct Dial: 601-949-4623
Direct Fax: 601-709-8655
bdavis@joneswalker.com

September 18, 2018

VIA EMAIL

clatimer@mitchellmcnuttt.com

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

Attorney for the City of Starkville, Mississippi

Re: Letter of Engagement re: City of Starkville, Mississippi
Electric System Revenue Bonds and Combined Water & Sewer System Revenue
Bonds (the "Bonds")

Dear Chris:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as Bond Counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced Electric System Revenue Bonds and Combined Water & Sewer System Revenue Bonds (collectively known as the "Bonds").

In conjunction with you, we will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

{JX337173.2}

JONES WALKER LLP

ALABAMA * ARIZONA * DISTRICT OF COLUMBIA * FLORIDA * GEORGIA * LOUISIANA * MISSISSIPPI * NEW YORK * TEXAS

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 2

We estimate that the fee for our services as bond counsel in these matters, which we agree not to exceed without discussion with you, will not exceed \$120,000.

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than \$5,000 for both projects, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the City will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 3

JONES WALKER LLP

By: Brad C. Davis
Brad C. Davis

The undersigned, on behalf of the City of Starkville, Mississippi, has read, understands and agrees to the terms as outlined in the foregoing letter of engagement. The foregoing agreement concerning the engagement of Jones Walker LLP has been accepted and approved by the Board of Aldermen of the City of Starkville, Mississippi, entered on its minutes, and sealed.

This, the _____ day of _____, 2018.

City of Starkville, Mississippi

(seal)

By: _____

Title: _____



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

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: 9/18/2018

PAGE: 1 of 5

SUBJECT: Consideration of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue combined Water and Sewer System Revenue Bonds of the municipality, issue a combined Water And Sewer System Revenue Bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development, all in the maximum principal amount of ten million dollars (\$10,000,000), in one or more series, to raise funds for the purpose of improving, repairing, and extending the existing combined water and sewer system of the municipality; directing publication of notice of such intention; and related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue combined Water and Sewer System Revenue Bonds of the municipality, issue a combined Water And Sewer System Revenue Bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development, all in the maximum principal amount of ten million dollars (\$10,000,000), in one or more series, to raise funds for the purpose of improving, repairing, and extending the existing combined water and sewer system of the municipality; directing publication of notice of such intention; and related purposes.

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

1. The existing Combined Water and Sewer System of the Municipality is operated and accounted for as a separate enterprise known as the Combined Water and Sewer System of the Municipality (the "Combined Water and Sewer System").

2. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance improving, repairing, and extending the Combined Water and Sewer System (the "Authorized Purpose"), for which purpose there are no other available funds on hand.

3. The Governing Body has employed Volkert, Inc., Jackson, Mississippi, a competent engineering firm, to study the Combined Water and Sewer System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the Combined Water and Sewer System (the "Combined Water and Sewer System Project"), and make an estimate of the cost thereof.

4. Said engineers have determined the nature and extent of the Combined Water and Sewer System Project and have made an estimate of the cost thereof. Based on that information, the estimated cost of the Combined Water and Sewer System Project is the aggregate amount of Ten Million Dollars (\$10,000,000).

5. The Combined Water and Sewer System Project is economically feasible, and would be in the public interest and of benefit to the Municipality, and the findings of said engineers are hereby adopted, including the estimate of the costs of the Combined Water and Sewer System Project.

6. Under the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Utilities Act"), the Municipality is authorized to undertake activities for the Authorized Purpose and the Combined Water and Sewer System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by and through the issuance of Combined Water and Sewer System revenue bonds (the "Combined Water and Sewer System

Revenue Bonds”), of which the principal of and interest on shall be payable from the revenues of the Combined Water and Sewer System, as authorized by the Municipal Utilities Act.

7. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), the Municipal Utilities Act, and other applicable laws of the State of Mississippi (the “State”), the Municipality is authorized to undertake activities for the Authorized Purpose and the Combined Water and Sewer System Project, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a Combined Water and Sewer System revenue bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”) or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), of which the principal of and interest on shall be payable from the revenues of the Combined Water and Sewer System, as authorized by the Municipal Utilities Act.

8. The amount of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Ten Million Dollars (\$10,000,000), in one or more series.

9. The Municipality reasonably expects that it will incur expenditures for the Combined Water and Sewer System Project for which the Municipality will advance internal funds prior to the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Combined Water and Sewer System Project made in anticipation of the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Combined Water and Sewer System Revenue Bonds pursuant to the Municipal Utilities Act, to issue and sell the Qualified Obligation pursuant to the Municipal Utilities Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Utilities Act and the Bank Act, all in the maximum principal amount of Ten Million Dollars (\$10,000,000), for the Authorized Purpose and the Combined Water and Sewer System Project.

SECTION 3. The Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan may be issued in one or more series, and, if issued, shall be payable from the revenues of the Combined Water and Sewer System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose and the Combined Water and Sewer System Project prior to the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Combined Water and Sewer

System Revenue Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 6, 2018, at 5:30 o'clock p.m., which date so fixed will be more than ten (10) days after the third (3rd) date of publication of this resolution, as directed by Section 6 hereof. Pursuant to the Municipal Utilities Act and the Bank Act, if a petition signed by not less than twenty percent (20%) of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, and may be sold under the regular procedure for issuing and selling the Combined Water and Sewer System Revenue Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third (3rd) such publication shall be more than ten (10) days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

October 9, 2018; October 16, 2018; and October 23, 2018



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9/18/2018
PAGE: 1 of several

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and approving the engagement of certain professionals to assist with the issuance of combined water and sewer system revenue bonds of the City of Starkville, Mississippi, in the maximum principal amount of ten million dollars (\$10,000,000) to raise funds for the necessary purpose of improving, repairing, and extending the existing combined water and sewer system of said municipality; and for related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and approving the engagement of certain professionals to assist with the issuance of combined water and sewer system revenue bonds of the City of Starkville, Mississippi, in the maximum principal amount of ten million dollars (\$10,000,000) to raise funds for the necessary purpose of improving, repairing, and extending the existing combined water and sewer system of said municipality; and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) TO RAISE FUNDS FOR THE NECESSARY PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; AND FOR RELATED PURPOSES.

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

1. The water and sewer system of the Municipality is operated and accounted for as a separate enterprise known as the "combined water and sewer system" of the Municipality (the "Combined Water and Sewer System").
2. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue combined water and sewer system revenue bonds of the Municipality in the maximum principal amount of Ten Million Dollars (\$10,000,000) (the "Combined Water and Sewer System Revenue Bonds") for the purpose of improving, repairing, and extending the Combined Water and Sewer System of the Municipality (the "Combined Water and Sewer System Authorized Purpose").
3. The Municipality desires to go forward with preparation for the issuance of the Combined Water and Sewer System Revenue Bonds, and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Combined Water and Sewer System Revenue Bonds.

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

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Combined Water and Sewer System Revenue Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor in connection with the issuance of the Combined Water and Sewer System Revenue Bonds. The Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letters, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection

with the issuance of the Bonds, by execution of the letters of engagement attached hereto as **Attachment B.**

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, of the law firm of Mitchell, McNutt & Sams, P.A., to serve as Counsel to the Municipality in connection with the issuance of the Combined Water and Sewer System Revenue Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Combined Water and Sewer System Revenue Bonds.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A

IRMA REPRESENTATION LETTERS FOR MUNICIPAL ADVISOR



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

September 18, 2018

Mayor and Board of Aldermen
City of Starkville, Mississippi
110 W Main Street
Starkville, MS 39759

Re: City of Starkville, Mississippi
Not to Exceed \$10,000,000 City of Starkville, Mississippi Combined Water and Sewer System Revenue Bonds, Series 2019; OR
Not to Exceed \$10,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi Combined Water and Sewer System Revenue Project)
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt instrument secured by a pledge of incomes and revenues (fees, rates or rentals). The Issuer pledges to use the net revenues of the combined water and sewer system for repayment of the bonds.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature Date

Lynn Spruill, Mayor, City of Starkville, Mississippi
Authorized Representative's Name

ATTACHMENT B

LETTERS OF ENGAGEMENT FOR BOND COUNSEL



190 EAST CAPITOL STREET, SUITE 800 (39201)
P.O. BOX 427
JACKSON, MISSISSIPPI 39205-0427
601-949-4900
FAX 601-949-4804
www.joneswalker.com

Brad C. Davis
Direct Dial: 601-949-4623
Direct Fax: 601-709-8655
bdavis@joneswalker.com

September 18, 2018

VIA EMAIL

clatimer@mitchellmcnuttt.com

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

Attorney for the City of Starkville, Mississippi

Re: Letter of Engagement re: City of Starkville, Mississippi
Electric System Revenue Bonds and Combined Water & Sewer System Revenue
Bonds (the "Bonds")

Dear Chris:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as Bond Counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced Electric System Revenue Bonds and Combined Water & Sewer System Revenue Bonds (collectively known as the "Bonds").

In conjunction with you, we will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

{JX337173.2}

JONES WALKER LLP

ALABAMA * ARIZONA * DISTRICT OF COLUMBIA * FLORIDA * GEORGIA * LOUISIANA * MISSISSIPPI * NEW YORK * TEXAS

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 2

We estimate that the fee for our services as bond counsel in these matters, which we agree not to exceed without discussion with you, will not exceed \$120,000.

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than \$5,000 for both projects, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the City will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Chris Latimer, Esq.
Mitchell, McNutt & Sams, P.A.
September 18, 2018
Page 3

JONES WALKER LLP

By: Brad C. Davis
Brad C. Davis

The undersigned, on behalf of the City of Starkville, Mississippi, has read, understands and agrees to the terms as outlined in the foregoing letter of engagement. The foregoing agreement concerning the engagement of Jones Walker LLP has been accepted and approved by the Board of Aldermen of the City of Starkville, Mississippi, entered on its minutes, and sealed.

This, the _____ day of _____, 2018.

City of Starkville, Mississippi

(seal)

By: _____

Title: _____



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: September 18, 2018
PAGE: 1

SUBJECT: Request Authorization to Approve Final Work Change Order for Columbus Fence for Fence and Gate Signs from the 2017 FAA AIP Grant 3-28-0068-022-2017

AMOUNT & SOURCE OF FUNDING: \$6,870.00 Total – 90% - \$6,183 from FAA AIP Grant 3-28-0068-022-2017, 5% - \$343.50 from 2017 MDOT Matching Grant and 5% \$343.50 from 2017 Local match

FISCAL NOTE: This Final Work Change Order expense will be covered in the original grant offers

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve Final Work Change Order for Columbus Fence for Fence and Gate Signs from the 2017 FAA AIP Grant 3-28-0068-022-2017



P.O. BOX 2246
COLUMBUS, MS 39704
PH: 662-328-6203
FAX: 662-328-1285

**REVISED PROPOSAL FOR
MODIFICATION OF EXISTING PROJECT**

Date 7/25/2018 Attention Carey Hardin
Company Clearwater Consultants, Inc.
Phone _____ E-Mail cfh@clearwaterconsultants.com
Project Name/Number Starkville Airport Fencing
Owner _____ Contractor _____
Modification requested by _____

Modification

<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
--------------------	-------------------	-----------------

1 LS- Furnish Airport signage as listed below:

140 EA- "Restricted area signs", 10" x 14", aluminum

* 125 to be installed at 200' intervals along airport
perimeter fence

17 EA- Gate number signs, 6" x 12", aluminum, #1-17

* 14 to be installed on airport gates

17 EA- Custom "Pull forward..." gate signs, 12" x 18", aluminum

* 14 to be installed on airport automatic gates

25 EA- "Warning- Federal Offense" signs, 18" x 12", aluminum

* 20 to be installed on airport fence as directed

NET VALUE \$ 6,870.00

**It is understood and agreed that upon acceptance, this change is subject to terms and
conditions of the existing contract unless otherwise stipulated.**

Please sign and return one copy (by fax or mail)

Accepted by: _____

Title: _____

Date: _____

By: Jamie Baucom

Title: LLC Manager

Date: 7/25/2018



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 12

SUBJECT:

A Special Event request for the 2019 Frostbite Half Marathon and 2019 Souper Bowl with in-kind services

IN-KIND SERVICE REQUEST:

The estimated cost to the City is \$3200.00 with the funding being associated with the cost of city services from four departments.

Estimated costs of the City's in-kind services:

Sanitation Department	\$ 260.00
Street Department (bollards)	\$ 450.00
Police Department	\$ 2240.00
<u>Starkville Utilities</u>	<u>\$ 250.00</u>
TOTAL	\$ 3200.00

SUMMARY:

The applicants Frostbite LLC and Greater Starkville Development Partnership are requesting in-kind services to hold the 2019 Frostbite Half Marathon and the 2019 Souper Bowl events on City streets. This year the two events will be held on Saturday, February 2, 2019. The events will require the closing of several streets (see maps on application) to accommodate the three road courses (5k, 10k and Half Marathon) and the Souper Bowl event. The events will start starting at 7 am and takedown at 2:30 pm. The requested services include Starkville Police Department, Street Department, Sanitation, and Starkville Utilities with a total cost of \$3,200.00. Per the City of Starkville Special Events Policy, proof of insurance shall be required no later than 20 days prior to the event. Cost for both events is shown on the following page.

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 Special Events request for the 2019 Frostbite Half Marathon and 2019 Souper Bowl with in-kind services on February 2, 2019.



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 Frostbite Race Is this a reoccurring event: ☒ Yes ☐ No

Applicant's Name Frostbite LLC (Brad Jones, Wes Gordon) Mobile Number 662-769-7622

Organization Name Frostbite LLC Phone Number 662-769-7622

Organization Address 184 Bent Brook Ln, Starkville 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 Brad Jones Mobile Number 662-769-7622

Date and Times of Event (From) Feb. 2, 2019 9:00 am (To) Feb. 2, 2019 2:00 pm
(DATE) (TIME) (DATE) (TIME)

Date and Times of Setup and Takedown (From) 2/2/19 7:00 am (To) 2/2/19 2:00 pm
(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 \$2240.00

By [Signature] Date 8/30/18

Starkville Utilities cost \$250.00

By [Signature] Date 8/30/18

Fire Department cost _____

By _____ Date _____

Parks Department cost _____

By _____ Date _____

Sanitation Department cost 260.00

By Calvin Ware Date 8-30-18

Street Department cost \$450.00

By A. Lump Date 8/30/18

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 Brad Jones Date 8/22/18

Signature [Signature]



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 Frostbite Race Is this a reoccurring event: ☒ Yes ☐ No

Applicant's Name Frostbite LLC (Brad Jones, Wes Gordon) Mobile Number 662-769-7622

Organization Name Frostbite LLC Phone Number 662-769-7622

Organization Address 184 Bent Brook Ln, Starkville 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 Brad Jones Mobile Number 662-769-7622

Date and Times of Event (From) Feb. 2, 2019 (DATE) 7:00am (TIME) (To) Feb. 2, 2019 (DATE) 2:00pm (TIME)

Date and Times of Setup and Takedown (From) 2/2/19 (DATE) 7:00am (TIME) (To) 2/2/19 (DATE) 2:00pm (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 _____ Parks Department cost _____

By _____ Date _____ By _____ Date _____

Starkville Utilities cost _____ Sanitation Department cost _____

By _____ Date _____ By _____ Date _____

Fire Department cost _____ Street Department cost _____

By _____ Date _____ 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 Brad Jones Date 8/22/18

Signature Brad Jones

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:

Brad Jones (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: Bond Jones

Title: Race Director

ATTEST:

By: _____

Title: _____

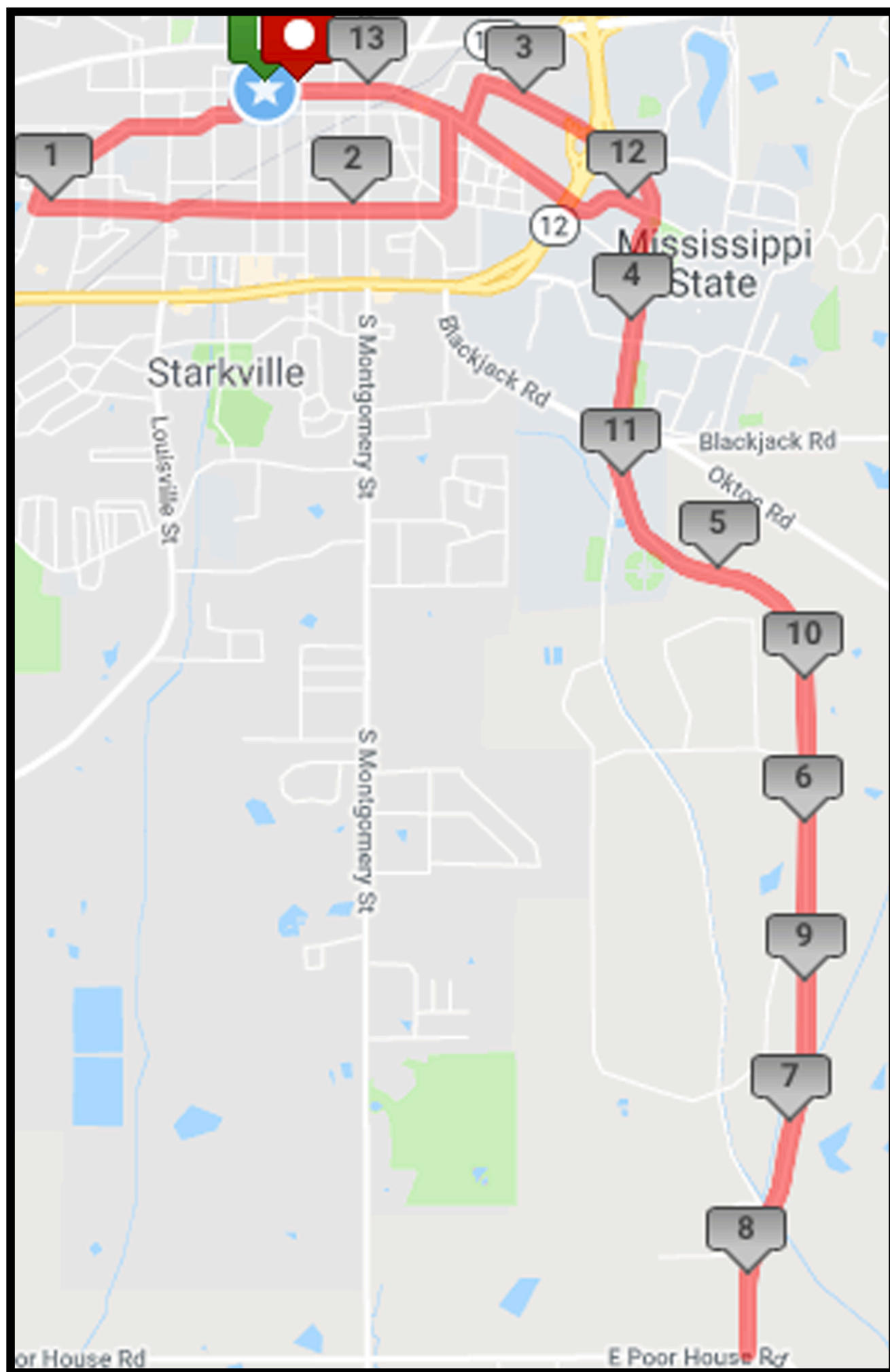
ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

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 Bd Jo Date 8/22/18

Print Name Bond Jones

Organization Frostbite LLC





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 Souper Bowl Is this a reoccurring event: ☒ Yes ☐ No
 Applicant's Name Paige Watson Mobile Number 662-418-0924
 Organization Name GSDP Phone Number 662-323-3322
 Organization Address 200 East Main Street 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 Paige Watson Mobile Number _____
 Date and Times of Event (From) 2/2/19 11:00 AM (To) 2/2/19 2:00 PM
 (DATE) (TIME) (DATE) (TIME)
 Date and Times of Setup and Takedown (From) 2/2/19 9:30 AM (To) 2/2/19 2:30 PM
 (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 _____	Parks Department cost _____
By _____ Date _____	By _____ Date _____
Starkville Utilities cost _____	Sanitation Department cost _____
By _____ Date _____	By _____ Date _____
Fire Department cost _____	Street Department cost _____
By _____ Date _____	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.

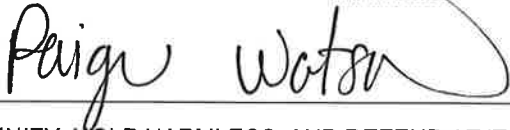
Print Name Paige Watson Date 8/30/18
 Signature Paige Watson

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: Paige Watson
Title: Special Events & Projects Coordinator

ATTEST:

By: Brittney Young
Admin. Assistant
Title: Admin. Assistant



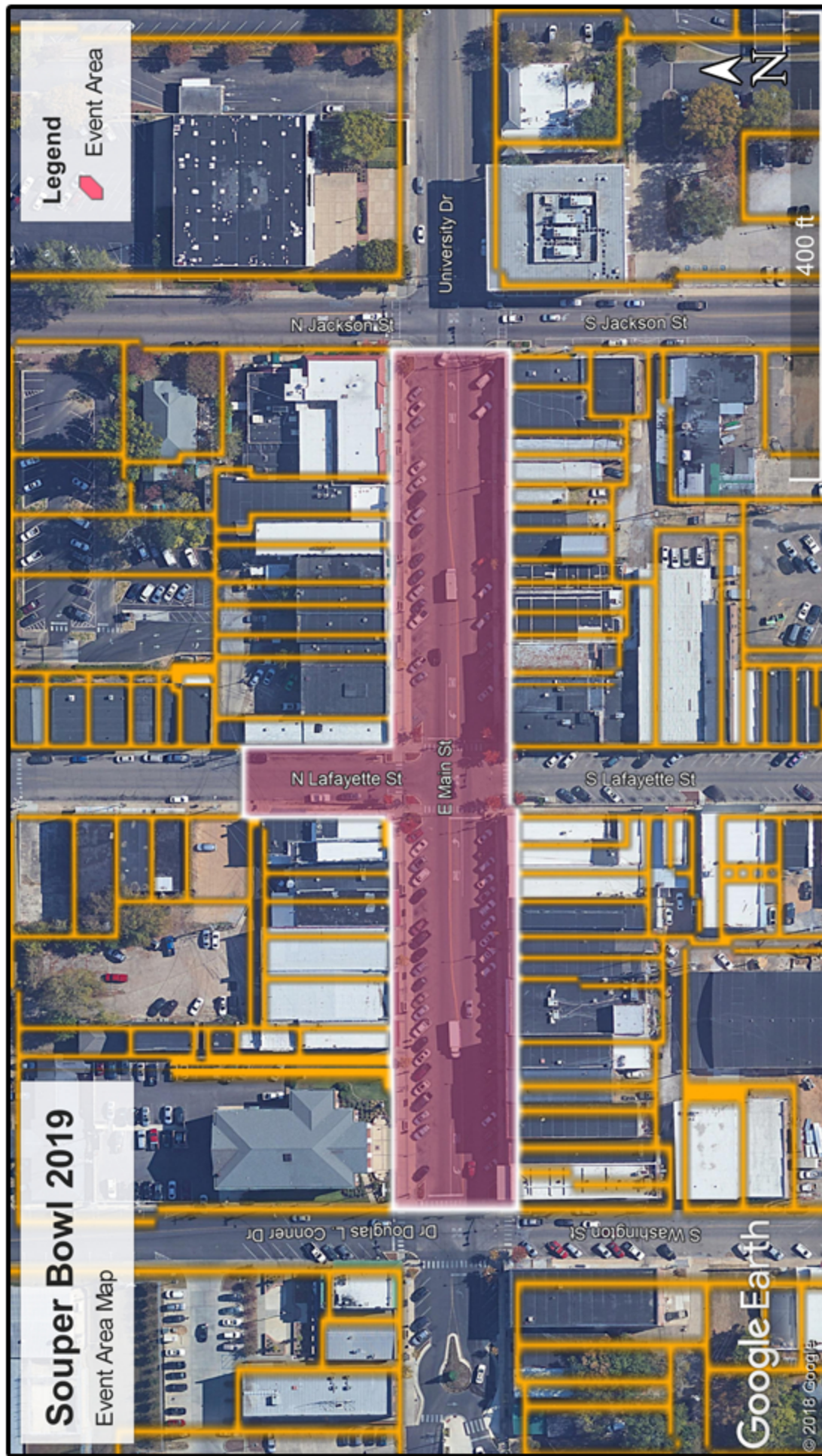
ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

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 8/30/18

Print Name Paige Watson

Organization Greater Starkville Development Partnership





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 7

SUBJECT:

A Special Event request by Linda Young to hold the Living Life in Pink Breast Cancer Walk and have City participation with in-kind services.

IN-KIND SERVICE REQUEST:

The estimated cost to the City is \$560.00 with the funding being associated with the cost of city services from one department.

Estimated costs of the City's in-kind services:

<u>Police Department</u>	<u>\$ 560.00</u>
TOTAL	\$ 560.00

SUMMARY:

The applicant is requesting to hold the Living Life in Pink walk and have City participation with in-kind services on October 28, 2018. The events will require the closing of several streets (see maps on application) to accommodate the walk. The event will have a setup time of 12:00 pm and a takedown time of 2:00 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 Special Events request for the 2018 Pink Heals 5k with in-kind services on October 28, 2018.



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 Living Life in Pink BC Walk Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name Linda Young Mobile Number 704-402-4674
Organization Name Living Life in Pink Phone Number _____
Organization Address 72 Ashwood Dr Starkville 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 Linda Young Mobile Number 704-402-4674
Date and Times of Event (From) Oct 28th (DATE) 12:00 (TIME) (To) 2:00 pm (DATE) (TIME)
Date and Times of Setup and Takedown (From) Same (DATE) (TIME) (To) _____ (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 \$560.00
By [Signature] Date 9/6/18
Starkville Utilities cost _____
By _____ Date _____
Fire Department cost _____
By _____ Date _____
Parks Department cost _____
By _____ Date _____
Sanitation Department cost _____
By _____ Date _____
Street 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 Linda Young Date 8-27-18
Signature [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:

Linda Young (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:  8-27-18

Title: assistant city planner

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 8-27-18

Print Name Linda Young

Organization Living Life in Pink

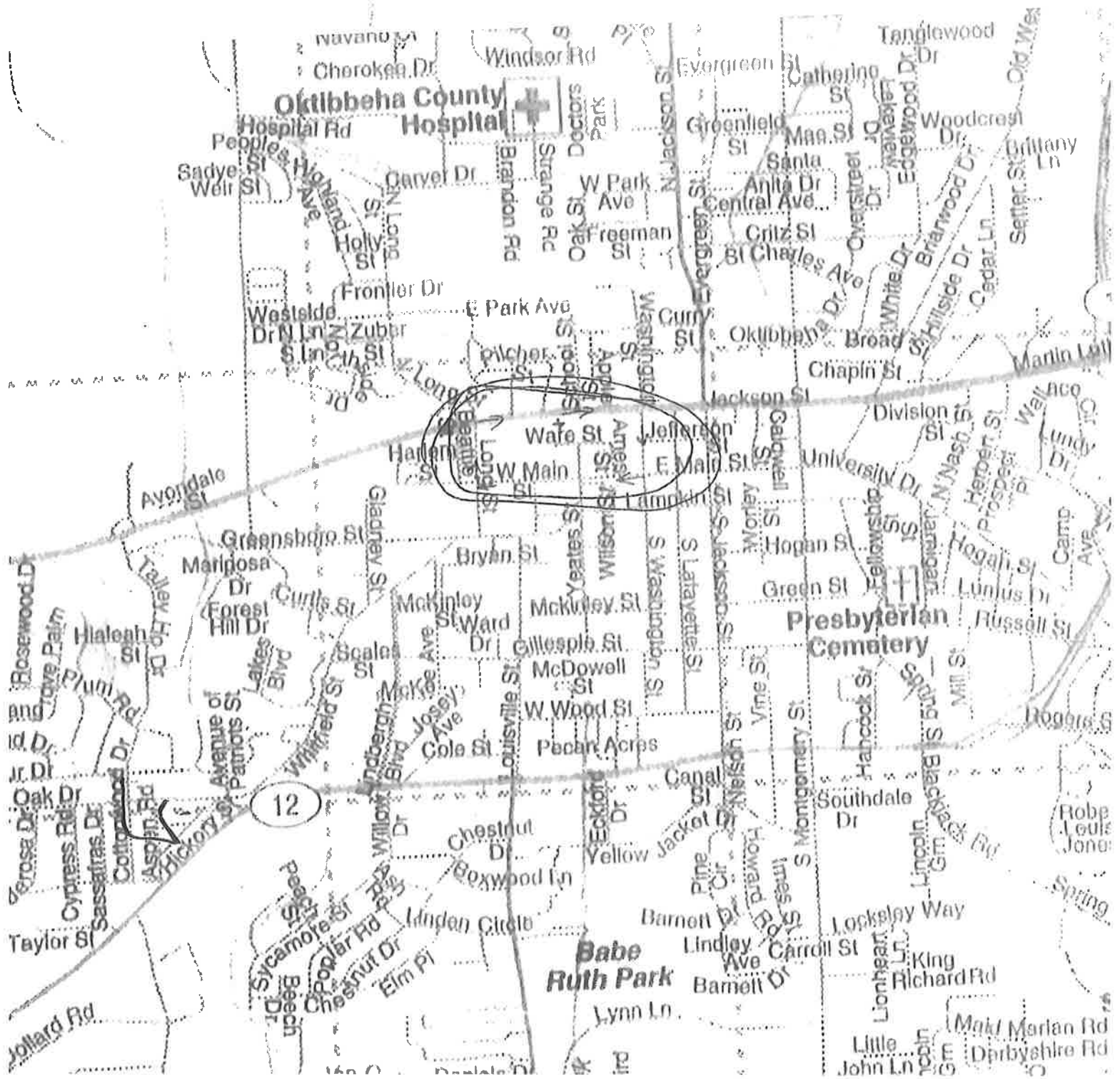
Living Life in Pink Breast Cancer Walk (map)

Starting at Peters Rock Temple 222 MKL BLV going east on MLK

Making a right on Washington / Dr Coner Blv

Then Right on Main Street. Right on Long st

Then right on MLK back to Peters Rock Temple



Living Life in Pink

10-28-18

Legend

Path

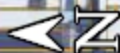


Start and End

182

Google Earth

©2018 Google



900 ft





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 9

SUBJECT:

A Special Event request by the Starkville Area Arts Council to hold the Starkville Sunday Funday event and have City participation with in-kind services.

IN-KIND SERVICE REQUEST:

The estimated cost to the City is \$2,510.00 with the funding being associated with the cost of city services from two departments.

Estimated costs of the City's in-kind services:

Sanitation Department	\$ 760.00
<u>Police Department</u>	<u>\$ 1,750.00</u>
TOTAL	\$ 2,510.00

SUMMARY:

The applicant is requesting to hold the Starkville Sunday Funday and have City participation with in-kind services on October 28, 2018. The events will require the closing of University Drive (see maps on application) to accommodate the event. The event will have a setup time of 1:00 pm and a takedown time of 11:00 pm. The event hours are from 3:00 pm until 9:00 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 Special Event request for Sunday Funday with in-kind services on October 28, 2018.

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 STARKVILLE SUNDAY FUNDAY Is this a reoccurring event: ☐ Yes ☒ No
Applicant's Name STARKVILLE AREA ARTS COUNCIL Mobile Number _____
Organization Name STARKVILLE AREA ARTS COUNCIL FOR SUNDAY FUNDAY Phone Number 662.324.3080
Organization Address 101 S. LAFAYETTE 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 JOE MACGOWN Mobile Number 662.418.5286

Date and Times of Event (From) 10/28/18 3pm (To) 10/28/18 9pm
(DATE) (TIME) (DATE) (TIME)

Date and Times of Setup and Takedown (From) 10/28/18 1pm (To) 10/28/18 11pm
(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 1,750⁰⁰

By Mark Butler Date 9/10/18

Starkville Utilities cost _____

By _____ Date _____

Fire Department cost _____

By _____ Date _____

Parks Department cost _____

By _____ Date _____

Sanitation Department cost 760.00

By Calvin Ware Date 9-6-18

Street 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 JOHN W. BATEMAN Date AUG 30, 2018

Signature John W. Bateman

ONE-TIME REQUEST

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:

STARKVILLE AREA ARTS COUNCIL (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.

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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: John W. Butner
Title: EXECUTIVE DIRECTOR

ATTEST:

By: [Signature]
Title: Admin Assistant

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 John W. Bateman Date AUG 30, 2018
Print Name JOHN W. BATEMAN
Organization STARKVILLE AREA ARTS COUNCIL



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077394588
Oct. 16, 2017 LTR 4168C 0
64-0883420 000000 00

00022330

BODC: TE

STARKVILLE AREA ARTS COUNCIL INC
101 S LAFAYETTE ST STE 18
STARKVILLE MS 39759-2914



017251

Employer ID Number: 64-0883420
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Sep. 21, 2017, regarding your tax-exempt status.

We issued you a determination letter in November 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077394588
Oct. 16, 2017 LTR 4168C 0
64-0883420 000000 00
00022331

STARKVILLE AREA ARTS COUNCIL INC
101 S LAFAYETTE ST STE 18
STARKVILLE MS 39759-2914

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements



STARARE-01

HVAIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2018

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 License # 15013767 GCM Insurance - Starkville P.O. Box 1428 Starkville, MS 39760		CONTACT NAME: PHONE (A/C, No, Ext): (662) 323-3332 FAX (A/C, No): (662) 323-1874 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : State Auto Insurance Co.	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED

Starkville Area Arts Council
Suite 18 101 Lafayette
Starkville, MS 39759

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 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:	X	X	GLP2079345	04/25/2018	04/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP2292867	05/17/2018	05/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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
101 Lampkin 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

Sunday Fun Day

10-28-18

Legend

Event Area



Google Earth

©2018 Google



300 ft



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of the appointment of Carl Smith as the Ward 2 Commissioner of the Starkville Planning and Zoning Commission for the remainder of the current term.

SUMMARY:

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 will serve out the remainder of this term. Carl Smith is the only applicant that has applied for the vacant seat by the advertised deadline of September 10, 2018. The advertisement for the vacancy ran in the legal ad section of the Starkville Daily News on August 27, August 30, September 5, and September 7 of 2018. If appointed, Mr. Smith would serve out the remainder of the current term for Ward 2 to expire on June 30, 2020.

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 appointing Carl Smith to the vacant seat for Ward 2 for the Planning and Zoning Commission with a term to expire on June 30, 2020.

Carl Smith
300 Walnut Road
Starkville, Mississippi 39759
carlesmithjr@gmail.com
662.207.2000

Mayor Lynn Spruill
Starkville Board of Aldermen

All,

I hope this letter finds you well, as it has been a while since many of us have last spoke.

Please consider this my formal application for Starkville Planning and Zoning Commission's Ward 2 seat.

This is an exciting time to serve the community, as continued positive growth will ensure Starkville's ability to fund its health, safety, welfare and educational efforts; however, as a Ward 2 homeowner, I also understand growth must be balanced with protecting our traditional neighborhoods and historic areas.

I believe I am a good candidate for this position because of my extensive knowledge of Starkville's issues. Not only have I covered Starkville's governing bodies, including the planning and zoning commission, but I am also familiar with development issues and processes after working as the primary government reporter for the Starkville Daily News and Commercial/Starkville Dispatch for a combined six years.

I also have lived in five of the city's seven wards since originally moving to Starkville in 2002. I know I can serve Ward 2's needs and also ensure the greater good for the community.

I hope you will consider me for this post.

Carl Smith



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

AGENDA ITEM DEPT.: Community Dev-Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of PP 18-07 and FP 18-04 Request for Preliminary and Final Plat approval for subdividing and reconfiguring 2 lots at 516 and 518 South Montgomery Street in a C-2 zone with the parcel numbers 102A-00-277.00 and 102A-00-279.00.

SUMMARY:

The applicant, Mike Brent, on behalf of Gold Asia, LLC is requesting Preliminary and Final Plat approval for subdividing and reconfiguring 2 lots at 516 and 518 South Montgomery Street. The proposed subdivision is named "Gold Asia, LLC Property". The proposed subdivision is located in a C-2 zone. The applicant is in the process of selling approximately 35' of the eastern side of their lot (102A-00-277.00) to the property owner to the east (102A-00-279.00). This area is currently an easement that has parking and the dumpster enclosure for Slim Chickens restaurant. The applicant attended a Development Review Committee meeting on August 16, 2018. The Development Review Committee had no issues with the request. On September 11, 2018, the Planning and Zoning Commission voted 5 to 0 to recommend approval of the Preliminary and Final Plat with the following Recommended Conditions:

Recommended Conditions from the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of PP 18-07 Preliminary Plat and FP 18-04 Final Plat for 516 and 518 South Montgomery Street with conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 18-09 FP 18-09 Request for Final Plat approval for subdividing and reconfiguring 2 lots at 516 and 518 S. Montgomery St. in a C-2 zone with the parcel numbers 102A-00-277.00 and 102A-00-279.00.
Date: September 11, 2018

The purpose of this report is to provide information regarding the request by Mike Brent on behalf of Gold Asia, LLC for Final Plat approval for subdividing and reconfiguring 2 lots. The proposed subdivision is named "Gold Asia, LLC Property". The proposed subdivision is located in a C-2 zone. The proposed subdivision is located at 516 and 518 S. Montgomery St. with the parcel numbers 102A-00-277.00 and 102A-00-279.00. The applicant is in the process of selling approximately 35' of the eastern side of their lot (102A-00-277.00) to the property owner to the east (102A-00-279.00). This area is currently an easement that has parking and the dumpster enclosure for Slim Chickens restaurant. Please see attachments 1-4.

Below is information pertaining to C-2 general business Zoning

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

- 1. See chart for uses permitted.*
- 2. See chart for uses which may be permitted as an exception.*
- 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.*
- 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*
- 5. Maximum height of building or structures: 45 feet.*
- 6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
- 7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*

8. *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.*
9. *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 on no longer than 12 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.*

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 1.07 acres with a total of 2 lots. The proposed development has a gross density of .54 units per acre.

Easements and Dedications

All easements are provided on the final plat. There are no proposed roadway dedications on the plat. Electrical service is provided by Starkville Utilities. Potable water and sanitary sewer utility services are provided by Starkville Utilities.

Findings and Comments

The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. This subdivision is not part of any previously platted subdivision. Therefore, there are no adversely effected parties.

REQUESTED CONDITIONS:

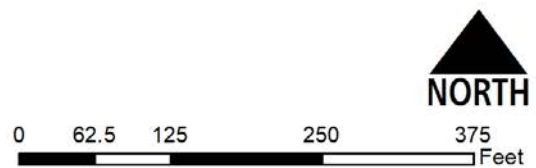
1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

Attachment 1
PP 18-09 FP 18-09- Aerial

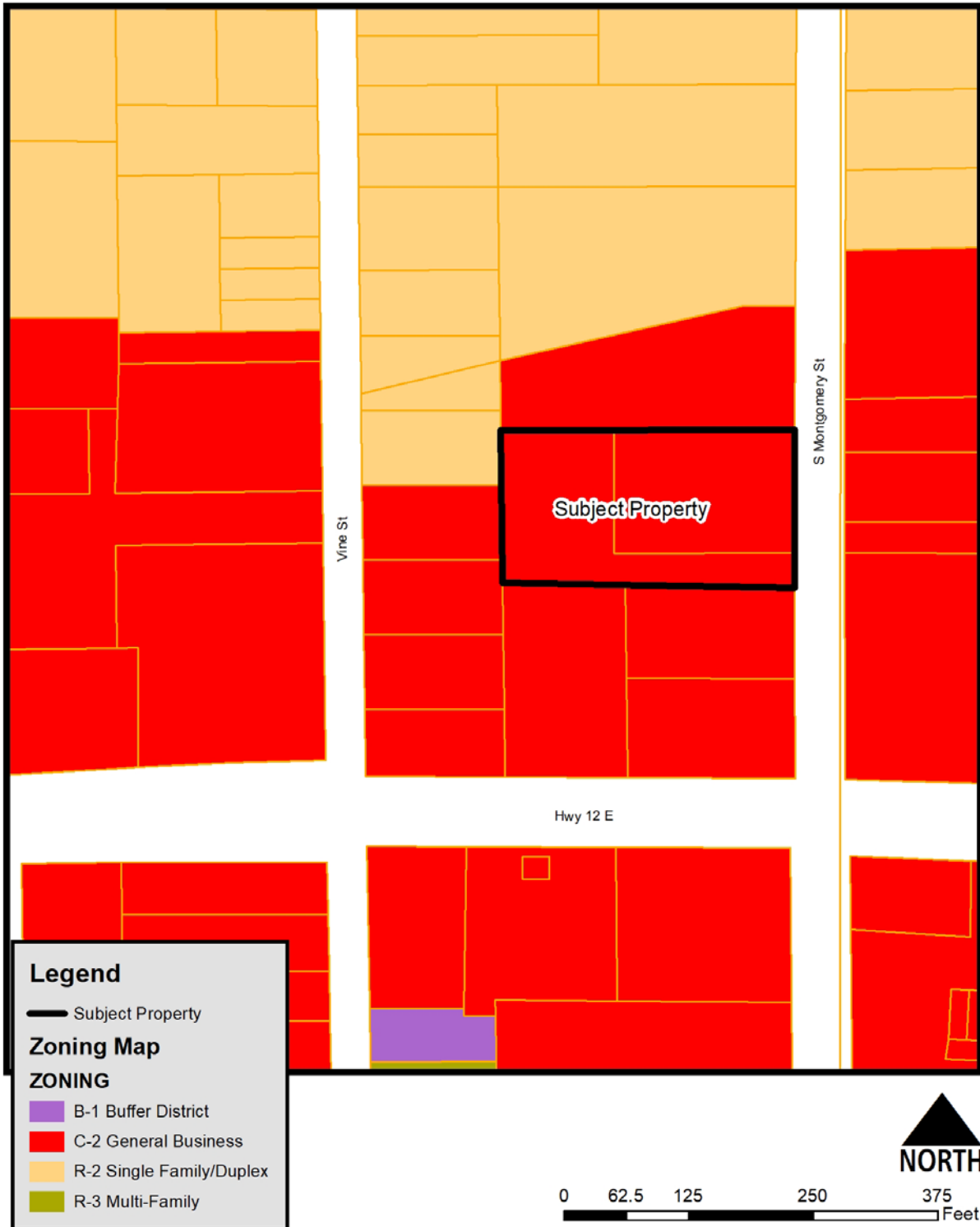


Legend

— Subject Property



Attachment 2
PP 18-09 FP 18-09- Zoning



[illegible]

[illegible]



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

AGENDA ITEM DEPT.: Community Dev-Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 6

SUBJECT:

Discussion and Consideration of PP 18-12 and FP 18-10 Request for Preliminary and Final Plat approval for subdividing and reconfiguring 2 lots at 400 and 402 Greensboro Street in a R-1 zone with the parcel numbers 118O-00-318.00 and 118O-00-319.00.

SUMMARY:

The applicant Anita Reynolds, on behalf of Betsy Stark Revocable Trust, is requesting Preliminary and Final Plat approval for subdividing and reconfiguring 2 lots at 400 and 402 Greensboro Street. The proposed subdivision is named "402 Greensboro Street". The proposed subdivision is located in an R-1 zone. The owner of Lot 9 (402 Greensboro Street) is proposing to combine the northwest part of their lot with Lot 9a (400 Greensboro Street). The applicant attended a Development Review Committee meeting on August 30, 2018. The Development Review Committee had no issues with the request. On September 11, 2018, the Planning and Zoning Commission voted 5-0 to recommend approval of the Preliminary and Final Plat with the following Recommended Conditions:

Recommended Conditions from the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of PP 18-12 Preliminary Plat and FP 18-10 Final Plat for 400 and 402 Greensboro Street with conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 18-12 FP 18-10 Request for Final Plat approval for subdividing and reconfiguring 2 lot at 400 and 402 Greensboro St. in a R-1 zone with the parcel numbers 118O-00-318.00 and 118O-00-319.00.
Date: September 11, 2018

The purpose of this report is to provide information regarding the request by Anita Reynolds on behalf of Betsy Stark Revocable Trust for Final Plat approval for subdividing and reconfiguring 2 lots at 400 and 402 Greensboro Street. The proposed subdivision is named "402 Greensboro Street". The proposed subdivision is located in an R-1 zone. The owner of Lot 9 (402 Greensboro Street) is proposing to combine the northwest part of their lot with Lot 9a (400 Greensboro Street). The applicant attended a Development Review Committee meeting on August 30, 2018. The Development Review Committee had no issues with the request. Please see attachments 1-3.

Below is information pertaining to R-1 Zone

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 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: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.
 - (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 1.41 acres with a total of 2 lots.

Easements and Dedications

All easements are provided on the final plat. There are no proposed roadway dedications on the plat. Electrical service is provided by Starkville Utilities. Potable water and sanitary sewer utility services are provided by the City.

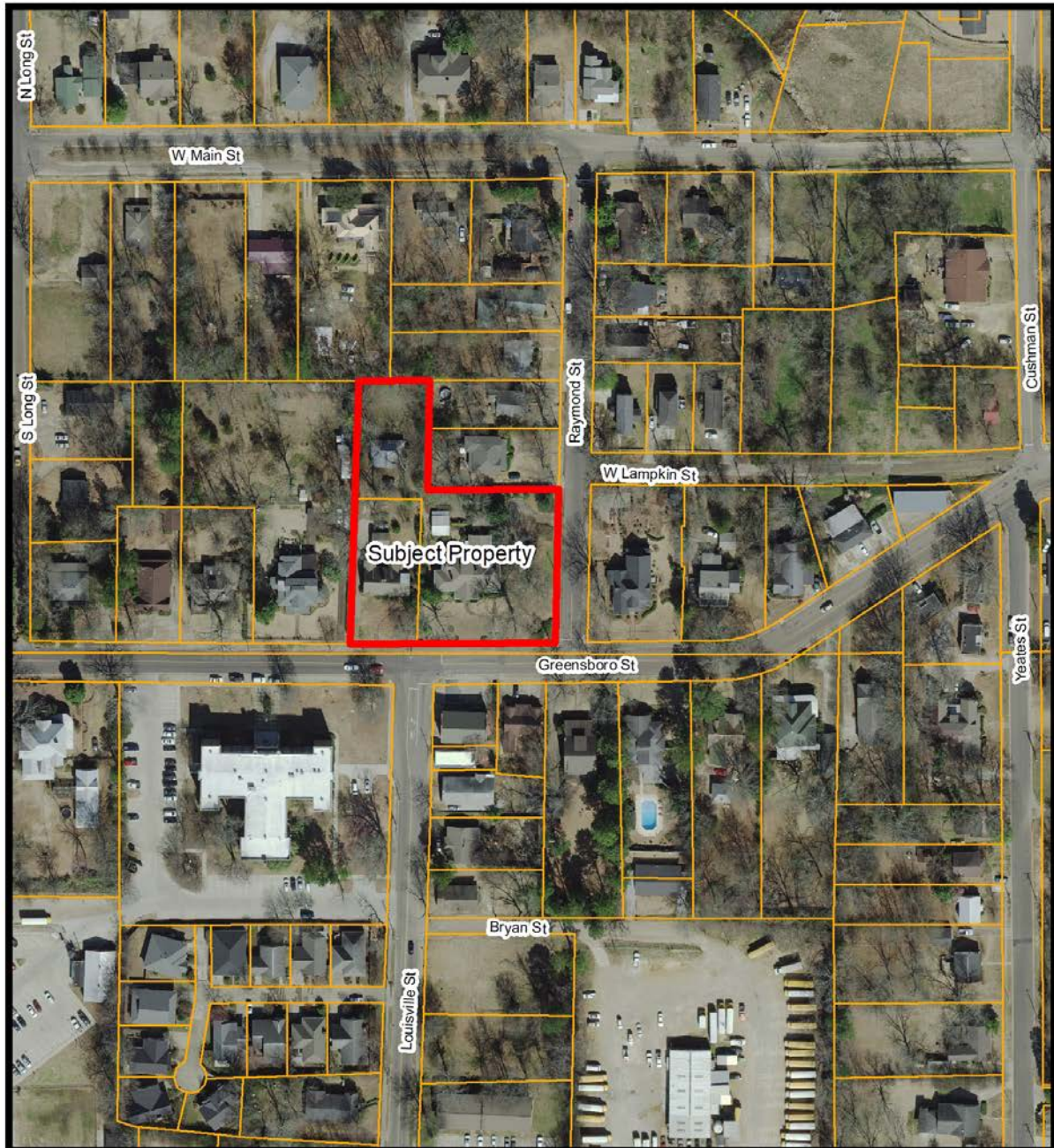
Findings and Comments

The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. This subdivision is not part of any previously platted subdivision. Therefore, there are no adversely effected parties.

REQUESTED CONDITIONS:

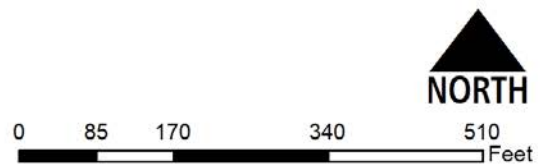
1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

Attachment 1
PP 18-12 FP 18-10- Aerial

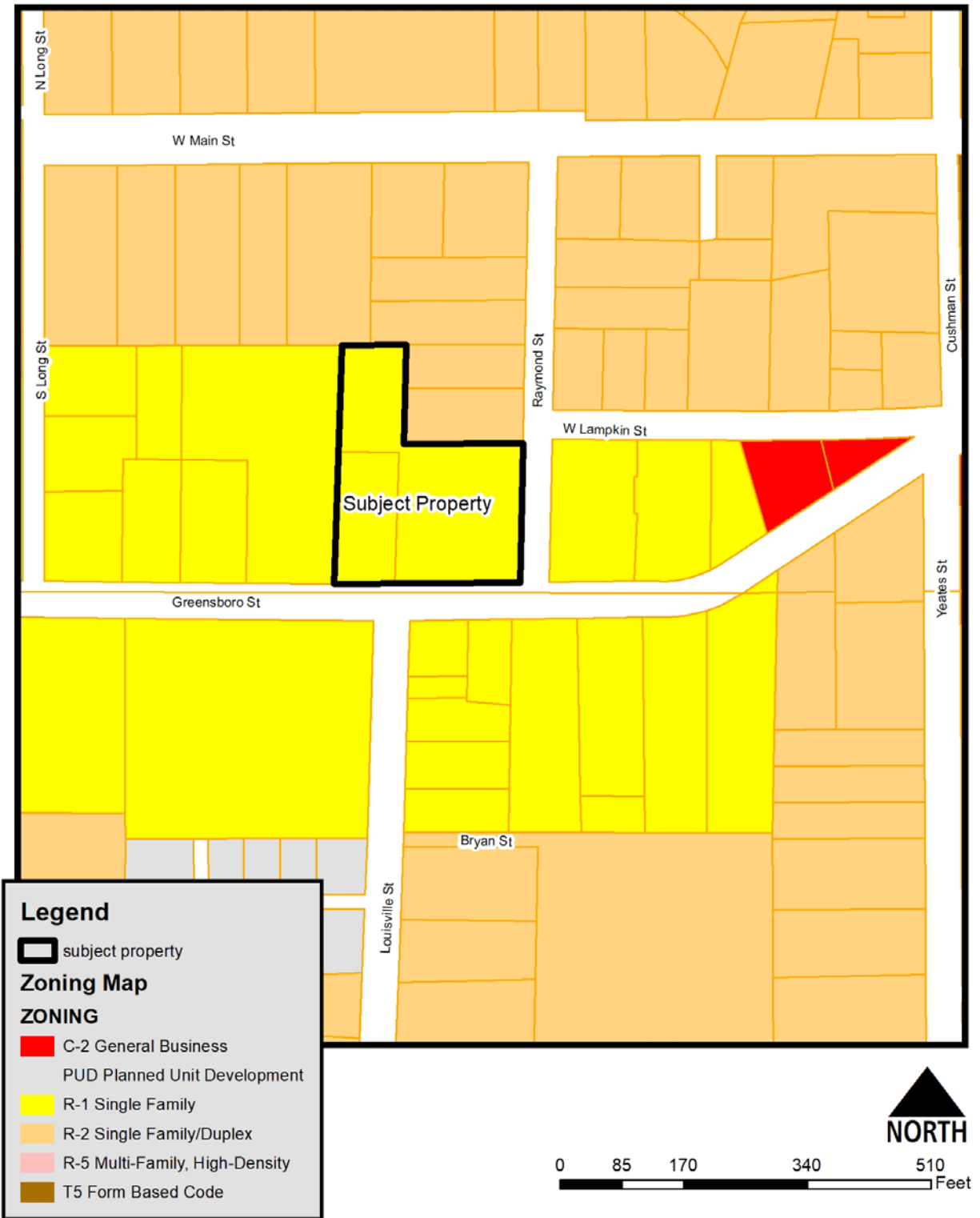


Legend

 subject property



Attachment 2
PP 18-12 FP 18-10- Zoning



[illegible]



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 11, 2018
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of PP 18-11 a request for Preliminary Plat approval for subdividing an 11.04-acre parcel into 51 lots located on the north side of Garrard Road +/- 660' west of Old West Point Road in a R-3A zoning district with the parcel number 117C-00-036.01.

AUTHORIZATION HISTORY:

The applicant, Crosstown Builders, on behalf of Michael Kracker, is requesting Preliminary Plat approval for subdividing an +/-11.04 parcel into 51 lots. The proposed subdivision is named "The Cottages of Starkville". The proposed subdivision is located in an R-3A zoning district. The proposed subdivision is located on the north side of Garrard Road +/- 660' west of Old West Point Road. On March 15, 2018 the Board of Aldermen rezoned the property to R-3A from R-1. Three conditions were placed on the rezoning. Condition 1: No individual driveway curb cuts allowed on Garrard Road. Condition 2: Landscape Buffer, with dimensions stated in the City Ordinance, will be required along the northern property line. Condition 3: Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02). On September 11, 2018, the Planning and Zoning Commission recommended approval of the Preliminary Plat with conditions by a vote of 5 to 0.

Recommended Conditions by the Planning and Zoning Commission:

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

**REQUESTING
DEPARTMENT:** Community Development

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

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of PP 18-11 Preliminary Plat for "The Cottages of Starkville" with conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 18-11 Request for Preliminary Plat approval for subdividing +/-11.04 acres parcel into 51 lots located on the north side of Garrard Road +/- 660' west of Old West Point Road in a R-3A zoning district with the parcel number 117C-00-036.01
Date: September 11, 2018

The purpose of this report is to provide information regarding the request by Crosstown Builders for Preliminary Plat approval for subdividing a +/-11.04 parcel into 51 lots. The proposed subdivision is named "The Cottages of Starkville". The proposed subdivision is located in an R-3A zoning district. The proposed subdivision is located on the north side of Garrard Road +/- 660' west of Old West Point Road. On March 15, 2018 the Board of Aldermen rezoned the property to R-3A from R-1. There were three conditions placed on the rezoning. Condition 1: No individual driveway curb cuts allowed on Garrard Road. Condition 2: Landscape Buffer, with dimensions stated in the City Ordinance, will be required along the northern property line. Condition 3: Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02). Please see attachments 1-5.

Below is information pertaining to R-3A Zoning District

Sec. R. - R-3A single-family, medium-density.

- A. Intent. These districts are intended to be composed of single-family dwellings. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring minimum yard and area standards. R-3A zoning districts shall be more restrictive than the R-3 (multi-family) district but less restrictive than the R-1 (single-family) district.*
- B. Required lot area and width, yards, building areas and height for single-family dwellings:*
 - Front setback: 25 feet*
 - Side setback: 5 feet*
 - Rear setback: 20 feet*
 - Minimum lot area: 5,000 square feet*
 - Minimum width at building line: 50 feet*
 - Maximum building height: 45 feet*
- C. Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.*
- D. Permitted and conditional uses shall be as follows:*

1. *The following uses are permitted by right in the R-3A zoning district:*

- a. *Single-family dwelling.*
- b. *Garden.*
- c. *Home occupation.*

2. *The following uses are allowed by conditional use in the R-3A zoning district:*

- a. *Church or place of worship.*
- b. *Golf course, not including commercial driving ranges; need not be enclosed within structure.*
- c. *Public utilities.*
- d. *Recreational facilities.*

E. Comprehensive plan. The R-3A zoning district shall be considered a medium density residential land use classification allowing a maximum gross density of eight dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 11.04 acres with a total of 51 lots. The proposed development has a gross density of 4.62 units per acre. The applicant shall submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants and that include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney shall be submitted prior to application for Final Plat.

Easements and Dedications

All easements are provided on the Preliminary Plat. All proposed roadway dedications are shown on the plat. The applicant shall contact The County for review and approval of the proposed road name. The Applicant shall meet the requirements of the electrical service provider, Starkville Utilities. The Applicant shall meet the requirements of the potable water and sanitary sewer utility services provider, Starkville Utilities.

Findings and Comments

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

REQUESTED CONDITIONS:

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

Attachment 1
PP 18-11 Aerial



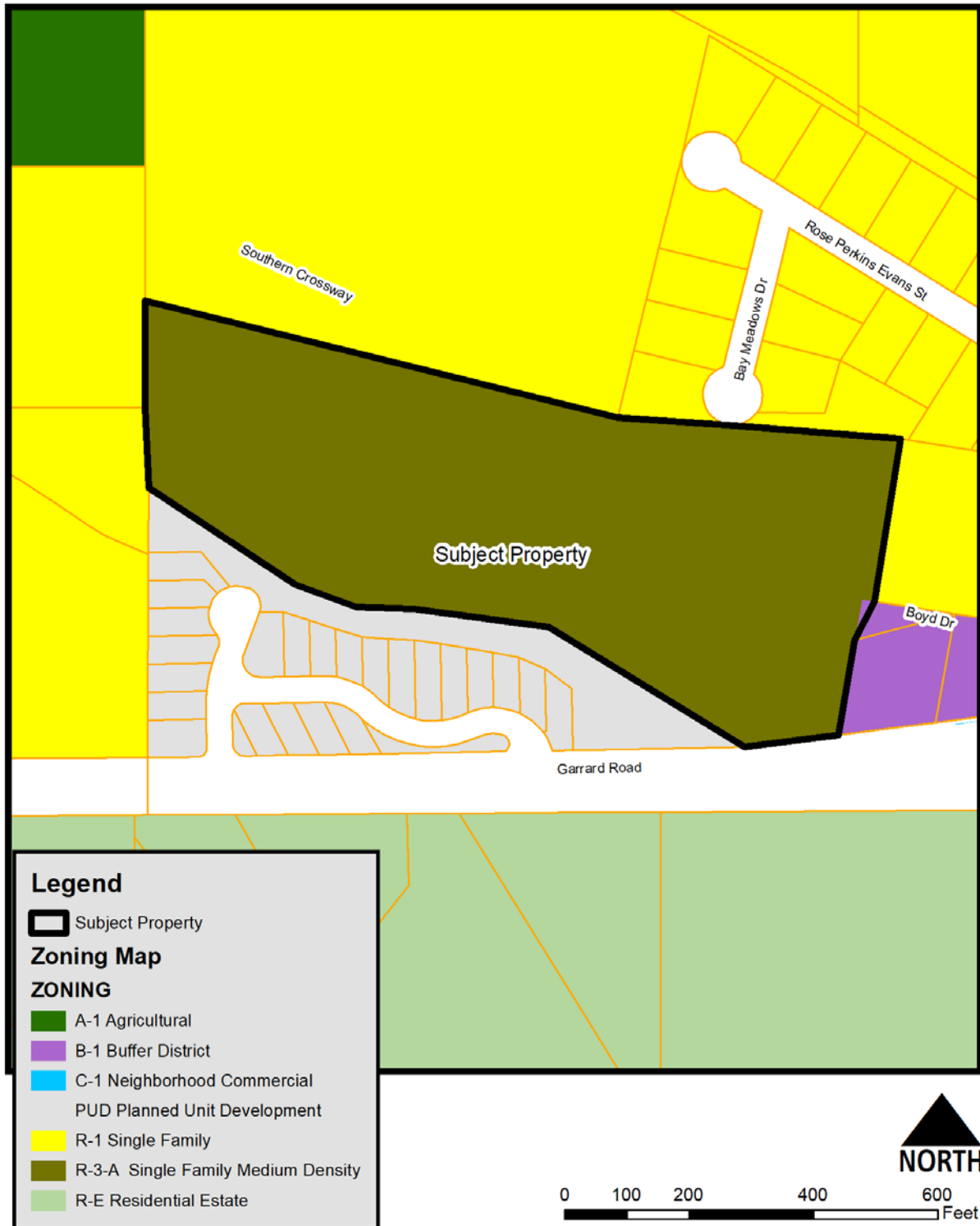
Legend

 Subject Property


NORTH

0 100 200 400 600
Feet

Attachment 2
PP 18-11 Zoning

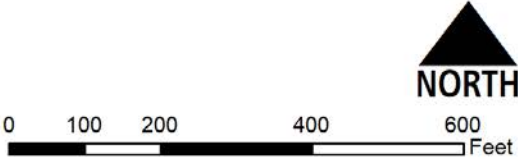


Attachment 3
PP 18-11 Aerial with Overlay



Legend

 Subject Property



[illegible]

SITUATED IN THE
NORTH 1/2 OF SECTION 26
TOWNSHIP 19 NORTH - RANGE 14 EAST
STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

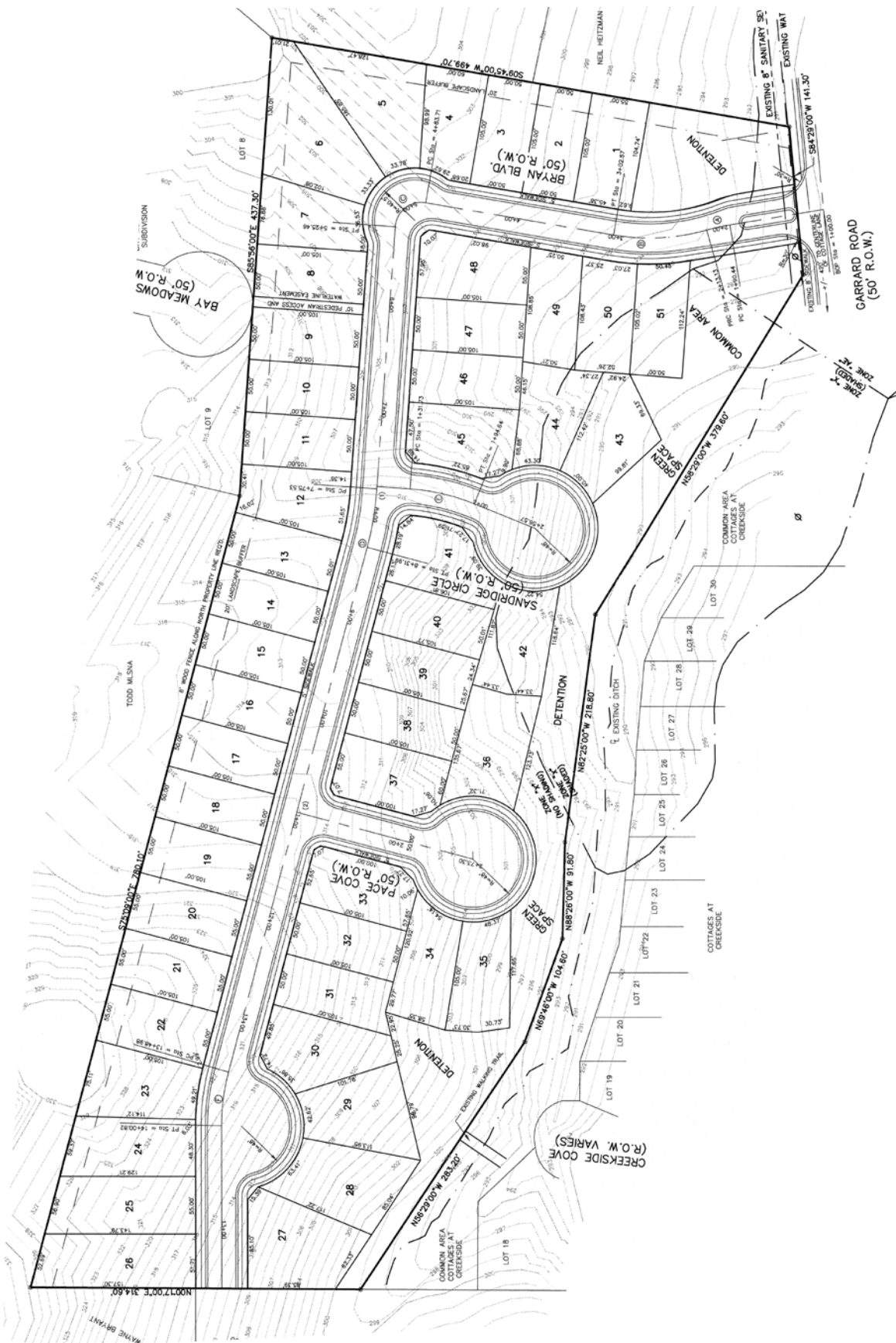
THE COTTAGES OF STARKVILLE

H D LANG AND ASSOCIATES, INC.
JACKSON, MISSISSIPPI 39236
POST OFFICE BOX 16086
601-362-4866

H D LANG
POST OFFICE BOX 1000

DATE	REVISION	BY	DRAWN BY	D.L.M.
9-6-18				
REUSED FOR CITY COMMENTS				
DATE: 9-24-18				
SCALE: 1" = 60'				
BOOK: PAGE:				
PROJECT NO.: 18-061				

Attachment 5- Enlarged Preliminary Plat





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

AGENDA ITEM DEPT.: Community Dev-Planning
AGENDA DATE: September 18, 2018
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of PP 18-13 a request for Preliminary Plat approval for subdividing a 5.1-acre parcel into 28 lots located at the southeast corner of the intersection of Bent Brook Lane and Yellow Jacket Drive in an R-3A zoning district with the parcel number 102H-00-043.00.

SUMMARY:

The applicant, Jason Pepper, on behalf of Magnolias at Bent Brook LLC, is requesting Preliminary Plat approval for subdividing a +/-5.1-acre parcel into 28 lots. The proposed subdivision is named "Magnolias at Bent Brook". The proposed subdivision is located in an R-3A zoning district. The proposed subdivision is located at the southeast corner of the intersection of Bent Brook Lane and Yellow Jacket Drive. On August 7, 2018 the Board of Aldermen rezoned the property from R-1 to R-3A. On September 11, 2018, the Planning and Zoning Commission voted 5-0 to recommend approval of the Preliminary Plat with the following Recommended Conditions:

Recommended Conditions by the Planning and Zoning Commission:

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

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of PP 18-13 Preliminary Plat for "The Magnolias at Bent Brook" with conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 18-13 Request for Preliminary Plat approval for subdividing a 5.1 acre parcel into 28 lots located at the southeast corner of the intersection of Bent Brook Lane and Yellow Jacket Drive in an R-3a zone with the parcel number 102H-00-043.00.
Date: September 11, 2018

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of Magnolias at Bent Brook LLC for Preliminary Plat approval for subdividing a 5.1 acre parcel into 28 lots. The proposed subdivision is named "Magnolias at Bent Brook". The proposed subdivision is located in an R-3a zoning district. The proposed subdivision is located at the southeast corner of the intersection of Bent Brook Lane and Yellow Jacket Drive. On August 7, 2018 the Board of Aldermen rezoned the property from R-1 to R-3A. Please see attachments 1-5.

Below is information pertaining to R-3A Zoning District

Sec. R. - R-3A single-family, medium-density.

- A. *Intent. These districts are intended to be composed of single-family dwellings. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring minimum yard and area standards. R-3A zoning districts shall be more restrictive than the R-3 (multi-family) district but less restrictive than the R-1 (single-family) district.*
- B. *Required lot area and width, yards, building areas and height for single-family dwellings:*
- Front setback: 25 feet*
 - Side setback: 5 feet*
 - Rear setback: 20 feet*
 - Minimum lot area: 5,000 square feet*
 - Minimum width at building line: 50 feet*
 - Maximum building height: 45 feet*
- C. *Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.*
- D. *Permitted and conditional uses shall be as follows:*
1. *The following uses are permitted by right in the R-3A zoning district:*
 - a. *Single-family dwelling.*

REQUESTED CONDITIONS:

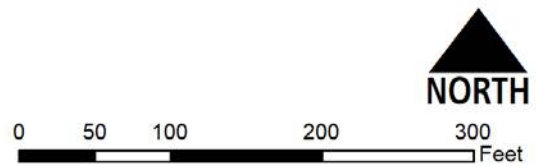
1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
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5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

Attachment 1
PP 18-13 Aerial

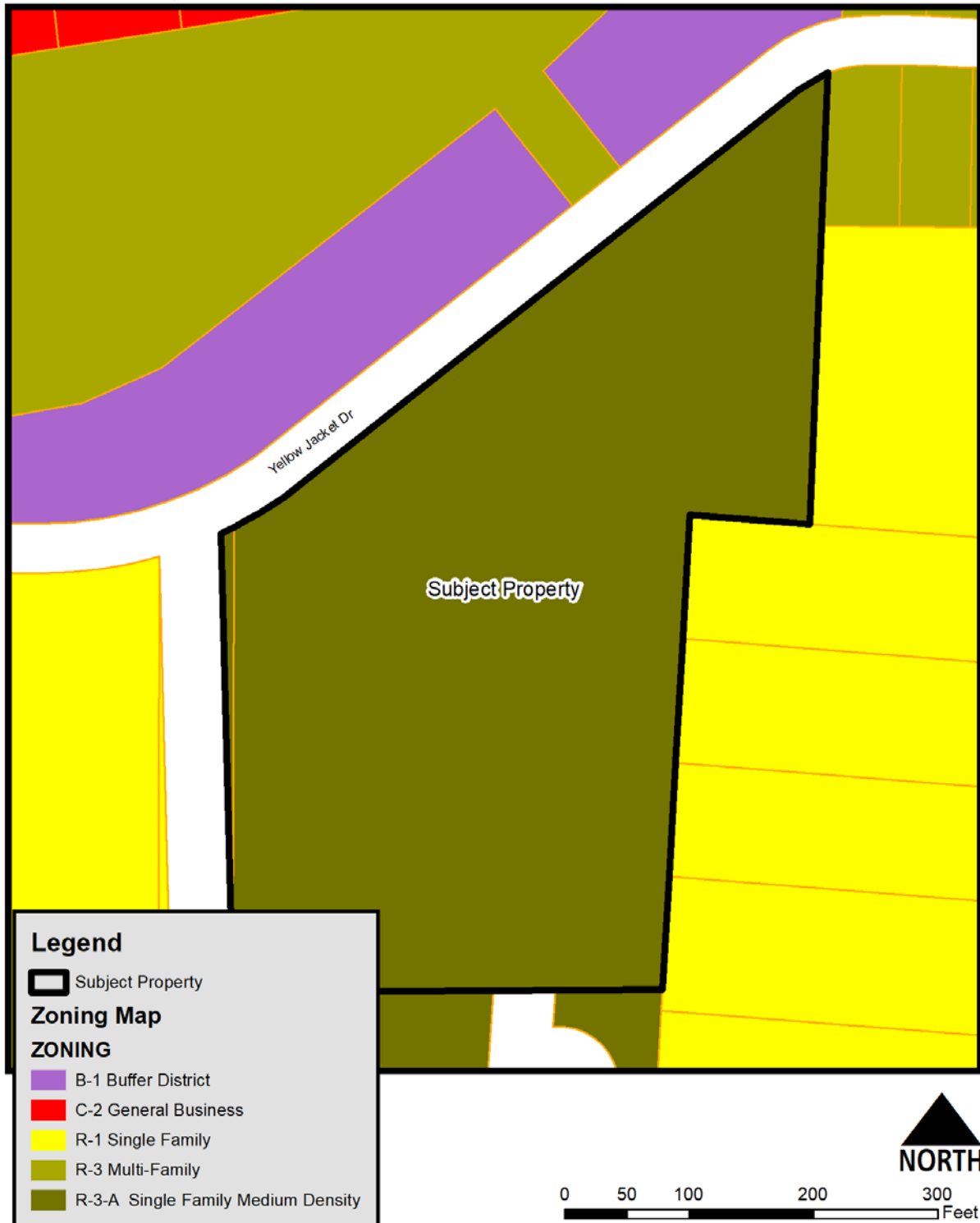


Legend

 Subject Property



Attachment 2
PP 18-13 Zoning

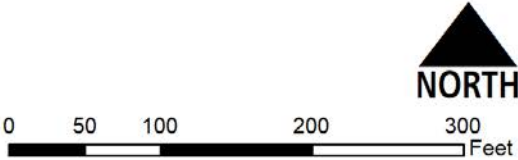


Attachment 3
PP 18-13 Aerial with Overlay



Legend

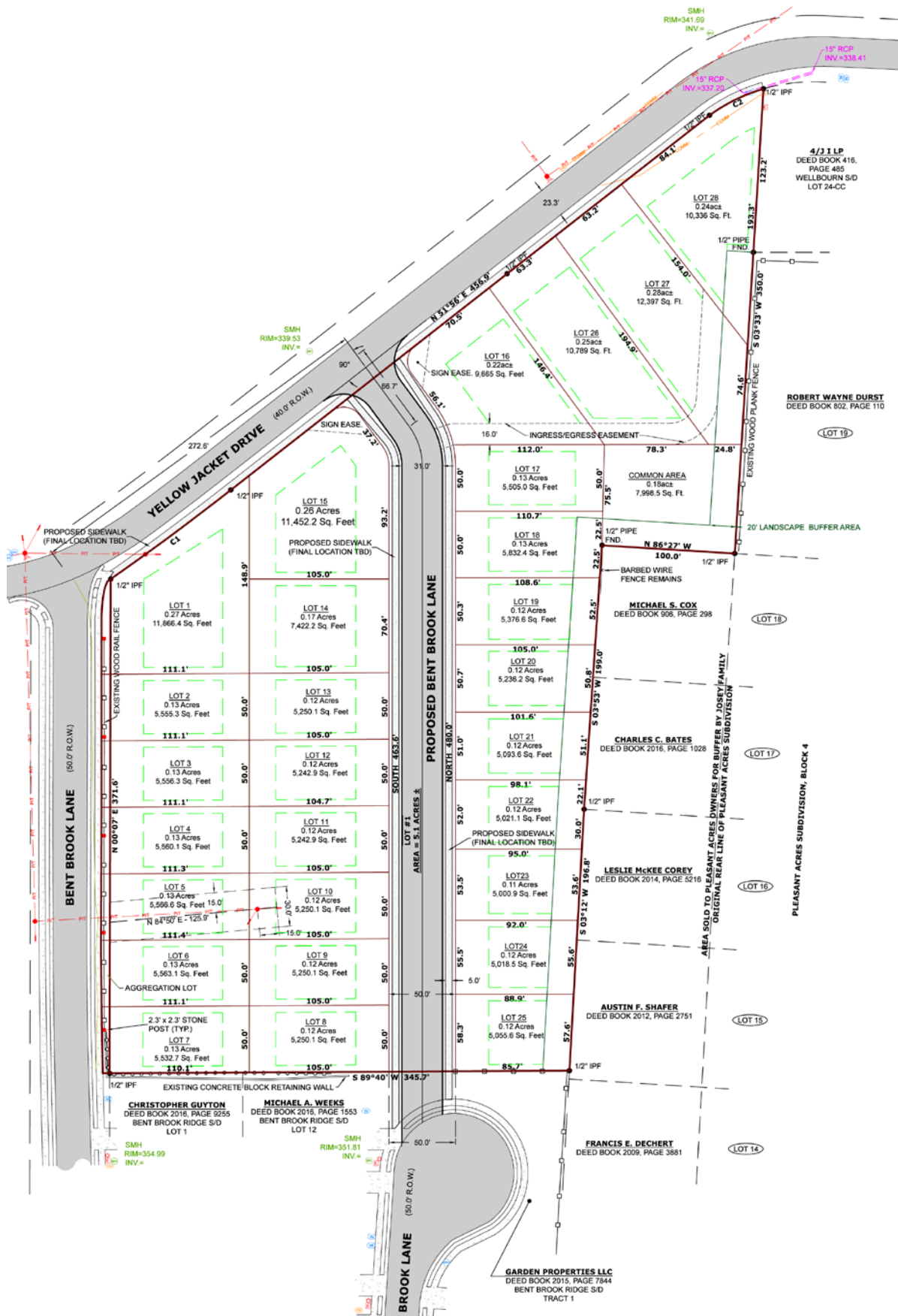
 Subject Property



Attachment 4- Preliminary Plat

As Revised by P&Z

Attachment- Enlarged Preliminary Plat





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 09.12.2018
PAGE: 1

SUBJECT: Consideration of declaring Street Department 2001 Schaeff Rubber Tire Excavator Model #HML31 (Serial#03215955) surplus and authorization to auction on govdeals.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

SUGGESTED MOTION: Move for approval of declaring Street Department 2001 Schaeff Rubber Tire Excavator Model #HML31 (Serial#03215955) as surplus and authorization to auction on govdeals.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 09/18/2018
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending September 12, 2018 is \$ 2,306,397.92
Of which the claims amount for Starkville Utilities is \$ 1,195,836.43

**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 September 12, 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 09/03/2018 - 09/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-000-053-206	150.81
RACKLEY OIL INC.	490736	09/12/2018	GAS	001-000-070-251	19,727.21
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-000-053-206	795.56
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-000-054-205	308.36
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-000-053-206	240.06
RACKLEY OIL INC.	491146	09/12/2018	DIESEL	001-000-070-251	18,582.30
COPY COW	12548	09/10/2018	75 COLOR COPIES	001-000-160-618	31.89
Outstanding Total:					39,836.19
Department 000 - UNDESIGNATED Total:					39,836.19
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-100-604-330	186.84
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-100-604-330	77.34
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-100-604-330	240.06
Outstanding Total:					504.24
Department 100 - BOARD OF ALDERMEN Total:					504.24
Department: 110 - MUNICIPAL COURT					
Outstanding					
STRICKLAND COMPANIES	520857-0	09/12/2018	FILE FOLDERS, TAPE, PAPER, FLAGS	001-110-501-200	349.22
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-110-604-330	37.39
MS LAW RESEARCH INSTITUT	4474	09/11/2018	7 CRIMINAL AFFIDAVIT BOOK	001-110-501-200	280.00
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-110-491-135	500.00
LEXISNEXIS	3091618174	09/11/2018	JULY & AUGUST SERVICES	001-110-600-300	642.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-110-604-330	77.34
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-110-604-330	40.01
Outstanding Total:					1,954.08
Department 110 - MUNICIPAL COURT Total:					1,954.08
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-111-604-330	98.89
Outstanding Total:					98.89
Department 111 - YOUTH COURT Total:					98.89
Department: 120 - MAYORS OFFICE					
Outstanding					
MARKEETA OUTLAW	1002745	09/11/2018	DOGPOUND PRINTING/SMYC 2018 TSHIRTS	001-120-600-340	648.21
SLAUGHTER & ASSOCIATES, PLLC	INV0027259	09/12/2018	PHASE II ANNEX 7/20-8/20	001-120-600-300	4,320.80
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-120-604-330	141.50
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-120-604-330	28.12

Expense Approval Report

Post Dates: 09/03/2018 - 09/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-120-491-135	25.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4026932999	09/12/2018	NZG06107	001-120-604-330	37.73
CANON SOLUTIONS AMERICA	4026938044	09/12/2018	JME15733	001-120-604-330	45.92
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-120-604-330	185.40
CORNERSTONE GOVERNMENT AFFAIRS, LLC	COSMS-0918	09/06/2018	STATE GOV'T CONSULTING AUGUST 2018	001-120-600-300	3,333.33

Outstanding Total: 8,843.35

Department 120 - MAYORS OFFICE Total: 8,843.35

Department: 123 - IT

Outstanding

CADENCE VISA	8325896	09/12/2018	GATE.COM	001-123-600-300	19.95
ALARM SECURITIES, INC. dba ASI	41965	09/10/2018	3.25 HRS TELEPHONE LABOR/CHAGES TO PBX SYSTEM	001-123-630-400	477.52
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-123-604-330	259.11
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-123-604-330	61.52
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-123-491-135	1,150.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-123-604-330	76.34
WAUKAWAY DISTRIBUTORS, INC	CLR0918-48	09/12/2018	MONTHLY COOLER RENT IT	001-123-691-550	10.00
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-123-604-330	1,054.09
WAUKAWAY DISTRIBUTORS, INC	45682	09/12/2018	5 FIVE GALLON BOTTLES WATER-IT	001-123-691-550	24.30

Outstanding Total: 3,160.95

Department 123 - IT Total: 3,160.95

Department: 142 - CITY CLERKS OFFICE

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-142-491-135	675.00
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Outstanding Total: 675.00

Department 142 - CITY CLERKS OFFICE Total: 675.00

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-145-604-330	50.27
SULLIVAN'S OFFICE SUPPLY, INC.	37332	09/12/2018	WINDOW ENVELOPES	001-145-501-200	11.23
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-145-604-330	30.76
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
PETTY CASH VOUCHERS	INV0027255	09/11/2018	PAPER PRODUCTS	001-145-501-200	9.63
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-145-604-330	82.34
CANON SOLUTIONS AMERICA	4026939971	09/12/2018	JME09414	001-145-604-330	64.43
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-145-604-330	40.01
QUILL CORPORATION	9920670	09/11/2018	COPY PAPER, HP INK	001-145-501-200	184.95
SULLIVAN'S OFFICE SUPPLY, INC.	37741	09/12/2018	WIRE SHELF, KRAFT ENVELOP	001-145-501-200	192.11
COMMERCIAL DISPATCH, THE	INV0027238	09/10/2018	ADVERTISING	001-145-501-200	54.00
PETTY CASH VOUCHERS	INV0027253	09/11/2018	BATTERIES,PENS,PENCILS,TRA SHBAGS, CLEANING SUPPLIE	001-145-501-200	9.20
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPMENT	INV0027237	09/10/2018	MASTER COURT COMMITTEE SESSION REG/L.HARDIN	001-145-610-350	100.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0027260	09/12/2018	REGISTRATION FOR OXFORD/JAMEIKA SMITH	001-145-610-350	200.00

Expense Approval Report

Post Dates: 09/03/2018 - 09/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0027261	09/12/2018	FALL 18 CMC REG. OXFORD/MARY IVY	001-145-610-350	200.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0027262	09/12/2018	FALL 18 CMC REG. HATTIESBURG/LASHONDA WILSON	001-145-610-350	200.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0027263	09/12/2018	FALL 18 CMC REG. PEARL/LEANNE MCGARR	001-145-610-350	200.00
HOLIDAY INN TRUSTMARK PARK	INV0027264	09/12/2018	FALL 18 CMC HOTEL/LEANNE MCGARR	001-145-610-350	361.00
LEANNE MCGARR	INV0027265	09/12/2018	FALL 18 CMC TRAVEL	001-145-610-350	138.43
LASHONDA WILSON	INV0027268	09/12/2018	FALL 18 CMC TRAVEL HATTIESBURG	001-145-610-350	199.48
DOUBLETREE BY HILTON	52804619	09/12/2018	FALL 18 CMC HOTEL/LASHONDA WILSON	001-145-610-350	279.00
MARY IVY	INV0027269	09/12/2018	FALL 18 CMC TRAVEL OXFORD	001-145-610-350	106.28
TOWNEPLACE SUITES OXFORD/MARRIOTT	INV0027270	09/12/2018	FALL 18 CMC HOTEL/MARY IVY	001-145-610-350	315.00
TOWNEPLACE SUITES OXFORD/MARRIOTT	INV0027271	09/12/2018	FALL 18 CMC HOTEL/JAMEIKA SMITH	001-145-610-350	315.00
JAMEIKA SMITH	INV0027272	09/12/2018	FALL 18 CMC TRAVEL	001-145-610-350	106.28
Outstanding Total:					3,477.52
Department 145 - OTHER ADMINISTRATIVE Total:					3,477.52

Department: 169 - LEGAL

Outstanding

CHARLES BRUCE BROWN, ATTORNEY	INV0027213	09/06/2018	VS. ANTOINETTE JOHNSON	001-169-600-309	200.00
COMMERCIAL DISPATCH, THE	INV0027238	09/10/2018	ADVERTISING	001-169-615-342	175.50
STARKVILLE DAILY NEWS	INV0027273	09/12/2018	ADVERTISING	001-169-615-342	102.26
STARKVILLE DAILY NEWS	INV0027273	09/12/2018	ADVERTISING	001-169-615-342	804.37
Outstanding Total:					1,282.13
Department 169 - LEGAL Total:					1,282.13

Department: 180 - HUMAN RESOURCES

Outstanding

CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-180-604-330	50.27
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-180-491-135	50.00
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-180-604-330	71.49
NEXTSTEP INNOVATION	NSI15763	09/12/2018	DELL OPTIPLEX 3060 SFF	001-180-501-200	759.00
Outstanding Total:					958.88
Department 180 - HUMAN RESOURCES Total:					958.88

Department: 190 - CITY PLANNER

Outstanding

LESLIE DEAN, RLA	772	09/11/2018	CLEARING OF LOT ON WEST MAIN ST. PER BOA APPROVAL	001-190-600-323	125.00
LESLIE DEAN, RLA	773	09/11/2018	GRASS MOWING ON OLD WENTWORTH COLLEGE SITE.	001-190-600-323	125.00
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-190-604-330	135.94
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-190-491-135	375.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4026926099	09/12/2018	DRL72630	001-190-604-330	5.50
CANON SOLUTIONS AMERICA	4026938044	09/12/2018	JME15733	001-190-604-330	45.92
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-190-604-330	699.53
CADENCE VISA	8617039	09/06/2018	AMAZON-BOOK OF DEFINITIONS/HOLE PUNCH	001-190-501-200	83.24

Expense Approval Report

Post Dates: 09/03/2018 - 09/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MUNICODE	00316117	09/11/2018	ADMIN SUPPORT FEE 09/01/18 THRU 08/31/19	001-190-690-554	350.00
COMMERCIAL DISPATCH, THE	INV0027238	09/10/2018	ADVERTISING	001-190-604-330	67.50
STARKVILLE DAILY NEWS	INV0027273	09/12/2018	ADVERTISING	001-190-604-330	338.16
Outstanding Total:					2,456.24
Department 190 - CITY PLANNER Total:					2,456.24

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215325190	09/06/2018	CITY HALL 05.15.18	001-192-510-220	75.29
CINTAS	215327097	09/06/2018	CITY HALL 05.22.18	001-192-510-220	25.07
CINTAS	215328976	09/06/2018	CITY HALL 05.29.18	001-192-510-220	25.07
CINTAS	215330834	09/06/2018	CITY HALL 06.05.18	001-192-510-220	25.07
CINTAS	215332653	09/06/2018	CITY HALL 06.12.18	001-192-510-220	252.87
CINTAS	215334452	09/06/2018	CITY HALL 06.19.18	001-192-510-220	25.07
CINTAS	215338137	09/03/2018	CITY HALL 07.03.18	001-192-510-220	25.07
CINTAS	215341782	09/10/2018	CITY HALL 07.17.18	001-192-510-220	25.07
CINTAS	215343597	09/10/2018	CITY HALL 07.24.18	001-192-510-220	25.07
CINTAS	215345407	09/10/2018	CITY HALL 07.31.18	001-192-510-220	25.07
CINTAS	215347289	09/06/2018	CITY HALL 08.07.18	001-192-510-220	239.03
CADENCE VISA	155450	09/06/2018	WALMART.COM-BISSELL VACUUM FOR CITY HALL	001-192-510-220	140.90
CINTAS	215349236	09/06/2018	CITY HALL 08.14.18	001-192-510-220	26.98
CINTAS	215351203	09/06/2018	CITY HALL 08.21.18	001-192-510-220	25.07
NORTHEAST EXTERMINATING	3333400	09/11/2018	CITY HALL 08.24.18	001-192-600-338	45.00
FIRST RESPONSE FIRE- MIKE COLLINS	2933	09/10/2018	ANNUAL FIRE EXTINGUISHER INSPECTION	001-192-600-338	40.00
TCC FACILITES MANAGEMENT, INC	3318	09/12/2018	CITY HALL MONTHLY CLEANIN	001-192-600-338	1,100.00
PETTY CASH VOUCHERS	INV0027253	09/11/2018	BATTERIES,PENS,PENCILS,TRA SHBAGS, CLEANING SUPPLIE	001-192-510-220	75.76
CINTAS	215357103	09/12/2018	CITY HALL 09.11.18	001-192-510-220	11.22
Outstanding Total:					2,178.72
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					2,178.72

Department: 197 - ENGINEERING

Outstanding

MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-197-491-135	550.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-197-604-330	77.33
CANON SOLUTIONS AMERICA	4026938044	09/12/2018	JME15733	001-197-604-330	45.92
PETTY CASH VOUCHERS	INV0027254	09/11/2018	REIMB. E.KEMP/TRIP TO MDOT IN JACKSON	001-197-525-231	51.77
Outstanding Total:					753.14
Department 197 - ENGINEERING Total:					753.14

Department: 201 - POLICE DEPARTMENT

Outstanding

WAI-MART-GENERAL CITY	INV0027156	09/05/2018	FINANCE CHARGE	001-201-691-550	4.90
MSU COLLEGE OF VETERINARY MEDICINE	291958	09/11/2018	EUTHANASIA	001-201-600-300	6.00
DIGITAL-ALLY	1101934	09/10/2018	1 CAMERA CABLE	001-201-556-251	30.00
R&M TIRES	1118395	09/12/2018	OIL CHANGE LABOR, TIRE ROTATION	001-201-630-360	85.00
TRI-STARR MUFFLER & BRAKE	280656	09/12/2018	REPLACE STEERING COLUMN IN 2013 TAURUS	001-201-630-360	170.00
DIGITAL-ALLY	1102547	09/10/2018	15 ASSY FABRIC CLIP	001-201-556-251	70.00
DOGPOUND PRINTING	1003152	09/10/2018	150 ADULT TSHIRTS	001-201-535-233	868.50
TRI-STARR MUFFLER & BRAKE	280660	09/12/2018	BATTERY, AIR FILTER, OIL CHANGE	001-201-630-360	310.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DANNY MCCLUSKEY TOWING	2080	09/10/2018	TOW TO CITY IMPOUND/MJU 193	001-201-600-300	105.00
DANNY MCCLUSKEY TOWING	2081	09/10/2018	TOWED CAR TO CITY IMPOUND	001-201-600-300	155.00
PERFORMANCE HEALTH SUPPLY, INC	IN90569654	09/11/2018	2 BOXES EX. TYLENOL, 1 BOX OF ALEVE	001-201-501-200	78.80
DIGITAL-ALLY	1102698	09/10/2018	5 CHEST CAMERAS, 10 BATTERY CHARGERS	001-201-556-251	1,270.00
TRI-STARR MUFFLER & BRAKE	157410	09/12/2018	TRANSMISSION, FLUID, EXHAUST STUDS, LABOR	001-201-630-360	3,351.84
PERFORMANCE HEALTH SUPPLY, INC	IN90583086	09/11/2018	MOTRIN, BOX OF 100	001-201-501-200	18.05
AXON ENTERPRISE, INC	SI-1549175	09/06/2018	BATTERY PACK, 2 HOLSTERS	001-201-556-251	841.00
R&M TIRES	1118640	09/12/2018	OIL & FILTER CHANGE, INSTALL BULB	001-201-630-360	55.00
NORTHEAST EXTERMINATING	333721	09/11/2018	PEST CONTROL/POLICE DEPT 08.24.18	001-201-630-426	50.00
STARKVILLE FAMILY PRACTICE	INV0027258	09/12/2018	DOCTOR BILL FOR R.FORRESTER	001-201-541-237	85.00
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	199.83
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	3,575.86
B&H PHOTO-VIDEO	146681239	09/10/2018	PANASONIC DC-GH5 CAM 12 -60MM LNS KIT/PLUS ACCES	001-201-556-251	2,960.23
TRI-STARR MUFFLER & BRAKE	157407	09/12/2018	RADIATOR FAN ASSY, COOLA	001-201-630-360	439.94
CINTAS FIRST AID & SAFETY	5011624210	09/06/2018	MEDS FOR POLICE CABINET	001-201-501-200	119.38
MID-SOUTH UNIFORM & SUPPLY	581764	09/11/2018	CONCEALABLE CARRIER VESTS-13	001-201-535-233	3,744.00
STARKVILLE FORD-LINCOLN MERCURY, IN	89594	09/12/2018	REPAIRS TO P-1	001-201-630-360	1,445.65
R&M TIRES	1118681	09/12/2018	OIL CHANGE AND LABOR	001-201-630-360	50.00
IRCUSTOMS	2595	09/11/2018	20 GUN BOXES, 4 RIFLE BOXE	001-201-556-251	4,172.68
SULLIVAN'S OFFICE SUPPLY, INC.	37438	09/12/2018	FOLDERS, SCISSORS, STICKY NOTES	001-201-501-200	74.98
AXON ENTERPRISE, INC	SI-1550085	09/10/2018	4 TASERS	001-201-556-251	4,088.00
ARMY NAVY PAWN SHOP	0060299	09/10/2018	EARPIECES	001-201-556-251	350.00
TRI-STARR MUFFLER & BRAKE	157426	09/12/2018	HEADLIGHT, WIPER SWITCH, WIPER BLADES, LABOR	001-201-630-360	322.79
BASICS, INC. A Trade America Company	22795	09/10/2018	TOWELS, LINERS, CAR WASH, LYSOL, FOAM CLEANER	001-201-555-250	333.83
MARK BALLARD	INV0027243	09/11/2018	JIM'S CLOTHING, BELK/CLOTHING ALLOWANCE	001-201-535-233	485.48
TRIAD TACTICAL	M13914	09/12/2018	HOG SADDLE, BALL HEAD, FIELD TRI-POD	001-201-556-251	607.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-201-491-135	15,000.00
WATERMARK PRINTERS LLC	11812	09/12/2018	BUSINESS CARDS, SIMON, MADEEN	001-201-615-343	68.00
MAGNOLIA BOTTLED WATER CO	28767	09/11/2018	10 FIVE GALLON BOTTLES OF WATER	001-201-501-200	89.00
RACKLEY OIL INC.	490441	09/12/2018	GAS	001-201-525-231	129.41
MID-SOUTH UNIFORM & SUPPLY	581996	09/11/2018	PANTS, FLASHLIGHTS	001-201-535-233	1,723.90
ARGAIL CARTER	922981	09/10/2018	ALTERATIONS/THOMAS, EDWARDS, CARPENTER	001-201-535-233	316.00
ARGAIL CARTER	922982	09/10/2018	ALTERATIONS/WHITE, THOMAS, JONES, ENGLISH, REED	001-201-535-233	460.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-201-604-330	77.33
AT&T PRIVATE LINE SERVICE	3104450773	09/12/2018	NCIC PRIVATE LINE SERVICE SEPT. 2018	001-201-604-330	203.15
CANON SOLUTIONS AMERICA	4026923169	09/12/2018	JMQ18879	001-201-635-369	79.10
CANON SOLUTIONS AMERICA	4026938242	09/12/2018	JMQ18878	001-201-635-369	122.51
CANON SOLUTIONS AMERICA	4026951625	09/12/2018	NZG07932	001-201-635-369	12.32
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	2,153.59

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOB'S MOBILE RADIO	315897	09/10/2018	2 PORTABLE RADIO ANTENNA	001-201-630-404	50.00
IVY AUTO PARTS, LLC.	595740	09/11/2018	BOOSTER CABLE	001-201-630-360	94.49
DPS CRIME LAB	90070786	09/12/2018	2 ANALYTICAL FEES	001-201-600-300	120.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	08.2018	09/11/2018	FEEDING INMATES FOR AUGUST 2018	001-201-541-237	10,950.00
CHARLIE JONES	270918	09/10/2018	REIMBURSE HEADLIGHT PURCHASE AUTOZONE	001-201-630-360	28.88
MID-SOUTH UNIFORM & SUPPLY	582112	09/12/2018	SHIRTS AND PATCHES	001-201-535-233	520.50
CITY OF COLUMBUS	SPD-001336-0918	09/12/2018	FORENSIC LAB SERVICES FOR INV. 595	001-201-600-300	500.00
LINDA MICHELLE HARGETT	090618-SPD	09/11/2018	ALTERATIONS-ROBINSON,OAKES,SIMON,LE DLOW,LOVELADY	001-201-535-233	364.00
R&M TIRES	1118782	09/12/2018	OIL CHANGE AND LABOR	001-201-630-360	45.00
TRI-STARR MUFFLER & BRAKE	157439	09/12/2018	BATTERY, LABOR	001-201-630-360	249.59
ARMY NAVY PAWN SHOP	90618	09/10/2018	UNDER ARMOUR BOOTS	001-201-535-233	70.00
COLEMAN NORMAN	095526	09/10/2018	REIMBURSE TUITION COSTS	001-201-690-552	450.00
DOGPOUND PRINTING	1003203	09/12/2018	SCREEN PRINTING FOR D. BOWERS	001-201-535-233	60.00
WAI-MART-GENERAL CITY	00996	09/12/2018	15 CAR CHARGERS	001-201-556-251	81.14
SULLIVAN'S OFFICE SUPPLY, INC.	37856	09/12/2018	FILE FOLDERS, PENS, BINDER CLIPS, HIGHLIGHTERS, ET	001-201-501-200	261.90

Outstanding Total: 64,803.92

Department 201 - POLICE DEPARTMENT Total: 64,803.92

Department: 250 - NARCOTICS BUREAU

Outstanding

SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-250-604-330	61.52
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-250-604-330	30.76
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-250-604-330	77.33

Outstanding Total: 169.61

Department 250 - NARCOTICS BUREAU Total: 169.61

Department: 261 - FIRE DEPARTMENT

Outstanding

SUNBELT FIRE APPARATUS	312492	09/12/2018	2 PAIR PANTS	001-261-535-233	106.00
GALL'S INC	010501131	09/11/2018	1 PAIR BOOTS	001-261-535-233	100.94
LAIRD CLINIC OF FAMILY MEDICINE	300674	09/11/2018	J. MCKINNEY & G.HEATON TESTS	001-261-600-319	101.00
QUILL CORPORATION	9343705	09/11/2018	STAPLE REMOVER	001-261-501-200	6.59
QUILL CORPORATION	9381548	09/11/2018	COPY PAPER, INK, PLANNERS, DESKPAD	001-261-501-200	282.89
QUILL CORPORATION	9384227	09/11/2018	PENS, DESKPAD	001-261-501-200	39.78
ROGUE FITNESS, LLC	4473158	09/12/2018	FITNESS EQUIPMENT	001-261-730-542	832.50
EMERGENCY EQUIPMENT PROFESSIONALS	436795	09/10/2018	SWITCH ASSY	001-261-630-360	400.99
SHEPS CLEANERS	52871	09/12/2018	UNIFORM CLEANING	001-261-600-430	17.00
GALL'S INC	010577311	09/11/2018	1 PAIR OF WOMEN'S BOOTS	001-261-535-233	100.94
LAIRD CLINIC OF FAMILY MEDICINE	300673	09/11/2018	J. DIAZ DRUG SCREEN	001-261-600-319	46.00
MAXXSOUTH BROADBAND	INV0027246	09/11/2018	8282 41 101 0005495 FIRE STATION 2	001-261-625-380	85.95
MAXXSOUTH BROADBAND	INV0027247	09/11/2018	8282 41 101 0005230/FIRE STATION 1	001-261-625-380	152.44
GALL'S INC	010604460	09/11/2018	1 PAIR WOMANS BOOTS, 2 PAIR PANTS	001-261-535-233	208.84
SUNBELT FIRE APPARATUS	313279	09/12/2018	CHOC BLOCK FOR E-3	001-261-630-360	143.79
ELKINS WHOLESALE	357590-00	09/12/2018	SPRAY BOTTLES, CLEANERS, DISINFECTANTS	001-261-510-220	77.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERSTATE BATTERY OF CNTRL MS	87508	09/11/2018	4 RADIO BATTERIES	001-261-630-404	239.96
CADENCE VISA	INV0027212	09/06/2018	VIASAT/INTERNET FOR STATION #5	001-261-604-330	167.10
ATMOS ENERGY	INV0027236	09/10/2018	3018177204 FIRESTATION 4	001-261-625-380	44.18
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-261-604-330	183.29
CENTRAL ALABAMA TRAINING SOLUTIONS	17031590	09/06/2018	BOOTS AND GLOVES	001-261-918-805	898.00
STATE FIRE ACADEMY	26404	09/12/2018	FIREFIGHTER/DIAZ,MASK,MC KINNEY,TWILLIE	001-261-600-390	2,000.00
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-261-604-330	3,250.68
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-261-604-330	434.27
POWERSTROKE EQUIPMENT SALES & SVC	3242	09/11/2018	MIX OIL, SAW WRENCHES, REPAIRED HUSKY SAW	001-261-630-360	97.86
OKTIBBEHA COUNTY COOPERATIVE	428007	09/11/2018	42" PORTABLE FAN	001-261-630-360	299.00
SHEPS CLEANERS	53552	09/12/2018	UNIFORM CLEANING	001-261-600-430	40.00
SHEPS CLEANERS	53554	09/12/2018	UNIFORM CLEANING	001-261-600-430	12.00
SHEPS CLEANERS	53555	09/12/2018	UNIFORM CLEANING	001-261-600-430	22.00
WAI-MART-GENERAL CITY	04026	09/12/2018	SPRAY BOTTLE, FORKS, LED, AQUA BOWLS, COOKIE SHEET	001-261-555-250	103.18
GATEWAY TIRE & SERVICE CENTER	1104287376	09/11/2018	2 TIRES FOR R-1	001-261-630-360	370.46
RACKLEY OIL INC.	490264	09/12/2018	GAS	001-261-525-231	30.49
LOWE'S-FIRE	902985	09/11/2018	PAINTING SUPPLIES	001-261-558-269	92.34
PATRICIA CARTWRIGHT	INV0027251	09/11/2018	REIMBURSE UNIFORM PURCHASE/ACADEMY	001-261-535-233	225.96
PITTS SIGN COMPANY	INV0027256	09/11/2018	PASSENGER DOOR CHIEF'S VEHICLE	001-261-630-360	170.00
INTERSTATE BATTERY OF CNTRL MS	87638	09/11/2018	2 RADIO BATTERIES	001-261-630-404	119.98
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-261-491-135	50,000.00
MAGNOLIA CLEANERS	131857	09/11/2018	UNIFORM CLEANING	001-261-600-430	25.95
OKTIBBEHA COUNTY COOPERATIVE	429744	09/11/2018	CAJUN GRILL PLUS 2 CONVERSION KITS/ STATION	001-261-918-805	827.00
OKTIBBEHA COUNTY COOPERATIVE	429750	09/11/2018	PAIR OF BOOTS	001-261-535-233	129.99
RACKLEY OIL INC.	490440	09/12/2018	GAS	001-261-525-231	373.52
SHEPS CLEANERS	52583	09/12/2018	UNIFORM CLEANING	001-261-600-430	45.00
STARKVILLE AUTO PARTS	116928	09/12/2018	LIGHT BULB	001-261-630-360	11.79
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-261-604-330	77.33
CANON SOLUTIONS AMERICA	480247	09/12/2018	FIRE DEPT. COPIER USAGE	001-261-501-200	49.87
UPS	54E5Y358	09/12/2018	SHIP PACKAGE TO HOMELAND SECURITY	001-261-604-330	18.12
LOWE'S-FIRE	910224	09/11/2018	LIGHT BALLAST, STATION 4	001-261-558-269	28.49
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-261-604-330	200.05
NORTHEAST EXTERMINATING	334427	09/11/2018	PEST CONTROL/FIRE STATION #1	001-261-558-269	22.00
NORTHEAST EXTERMINATING	334467	09/11/2018	PEST CONTROL/FIRE STATION #2	001-261-558-269	22.00
NORTHEAST EXTERMINATING	334468	09/11/2018	PEST CONTROL/FIRE STATION	001-261-558-269	22.00
NORTHEAST EXTERMINATING	334481	09/11/2018	PEST CONTROL/FIRE STATION # 4	001-261-558-269	22.00
NORTHEAST EXTERMINATING	334833	09/11/2018	PEST CONTROL/FIRE STATION #5	001-261-558-269	22.00
STATE FIRE ACADEMY	26464	09/12/2018	FIREFIGHTER INTERVENTION RESCUE SURVIVAL/J. COX	001-261-600-390	365.00
EMERGENCY EQUIPMENT PROFESSIONALS	437027	09/10/2018	SWITCH ASSY	001-261-630-360	364.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GATORS CELL PHONE & PC REPAIR	5867	09/12/2018	SCREEN REPLACEMENT	001-261-691-550	160.00
LOWE'S-FIRE	73160	09/11/2018	CARPET, STATION 4	001-261-558-269	940.94
WAI-MART-GENERAL CITY	00955	09/12/2018	LINENS FOR NEW FIREFIGHTER	001-261-555-250	98.45
STATE FIRE ACADEMY	26487	09/12/2018	NO SHOW FEE FOR WATER RESCUE CLASS	001-261-600-390	60.00
STATE FIRE ACADEMY	26505	09/12/2018	FIRE INSPECTOR/J. WEAVER	001-261-600-390	885.00
ELKINS WHOLESALE	358889-00	09/12/2018	CLEAN ON THE GO CONCENTRATE	001-261-510-220	92.69
UNIVERSITY SCREENPRINT	22058	09/12/2018	36 JERSEY MESH CAPS	001-261-535-233	323.64
UNIVERSITY SCREENPRINT	23374	09/12/2018	4 POLOS	001-261-535-233	159.96
UNIVERSITY SCREENPRINT	23495	09/12/2018	4 POLOS	001-261-535-233	159.96
LOWE'S-FIRE	901689	09/11/2018	BROOMS, VACUUM	001-261-555-250	107.32
LOWE'S-FIRE	973347	09/11/2018	WHIRLPOOL REFRIGERATOR. STATION 3	001-261-558-269	949.05
EAST MISSISSIPPI LUMBER CO	A44254	09/10/2018	30 PACK AA BATTERIES, 30 PK AAA BATTERIES	001-261-555-250	64.94
MFIA -MS FIRE INVESTIGATORS ASSOC	INV0027248	09/11/2018	2018 FALL SEMINAR REG. /MARK MCCURDY	001-261-600-390	175.00
ARMY NAVY PAWN SHOP	0060203	09/12/2018	UNIFORM PANTS	001-261-535-233	48.13
ARMY NAVY PAWN SHOP	0060205	09/12/2018	UNIFORM PANTS AND BELTS	001-261-535-233	50.00
FARRELL-CALHOUN CO	101740	09/12/2018	SPRAY GRIP AND YELLOW RUSTOLEUM	001-261-555-250	51.00
ADVANCED AUTO PARTS PROFESSIONAL	8872824839782	09/10/2018	2 ROTATORS, BULB, GREASE	001-261-630-360	86.50
STATE FIRE ACADEMY	26539	09/12/2018	SMOKE DIVER/BRITT, MOORE, WARNER	001-261-600-390	1,260.00
HOLLIS BROTHERS ELECTRIC & REFRIG	3987	09/12/2018	FIRE STATION 1 REPLACE EXISTING AC SYSTEM	001-261-558-269	4,890.00
LOWE'S-FIRE	909135	09/12/2018	FEBREZE AND SUPPLIES FOR STATIONS # 2 & 4	001-261-555-250	120.27
PETTY CASH VOUCHERS	INV0027252	09/11/2018	ADVANCE FUEL PURCHASE TO B.ARNETT	001-261-525-231	150.00
RACKLEY OIL INC.	489560	09/12/2018	GAS	001-261-525-231	188.48
Outstanding Total:					75,152.33
Department 261 - FIRE DEPARTMENT Total:					75,152.33

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-281-604-330	131.79
MAXXSOUTH BROADBAND	INV0027245	09/11/2018	8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-281-491-135	675.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-281-604-330	77.33
CANON SOLUTIONS AMERICA	4026938044	09/12/2018	JME15733	001-281-604-330	45.93
GATEWAY TIRE & SERVICE CENTER	1104295410	09/11/2018	OIL & FILTER CHANGE 2001 F150	001-281-525-231	87.77
Outstanding Total:					1,045.93
Department 281 - BUILDING/CODES OFFICE Total:					1,045.93

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0027274	09/12/2018	UTILITY BILLS BY DEPARTMEN	001-290-625-380	27.07
Outstanding Total:					27.07
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					27.07

Department: 301 - STREET DEPARTMENT

Outstanding

BELL BUILDING SUPPLY, INC.	206364	09/10/2018	GLO LME TAPE, 100 PK WHITE	001-301-555-250	46.72
G&C SUPPLY CO., INC	6688514	09/11/2018	FLAGS, GLOVES		
			24 TRAFFIC CONES	001-301-560-270	474.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
G&C SUPPLY CO., INC	6690693	09/11/2018	3 6X50 YDS BLACK P/S	001-301-565-272	387.00
G&C SUPPLY CO., INC	6690694	09/11/2018	CONTROL TAC WITH PREMAS 6X50 YDS BLACK P/S	001-301-565-272	129.00
IVY AUTO PARTS, LLC.	584539	09/11/2018	CONTROLTAC WITH PREMASK HEATER CORES, BLEND	001-301-630-400	151.98
G&C SUPPLY CO., INC	6694107	09/11/2018	REPAIR KIT	001-301-565-272	120.00
G&C SUPPLY CO., INC	6694199	09/11/2018	16 ALL WAY SIGNS	001-301-565-272	804.00
MMC MATERIALS, INC.	542007	09/11/2018	36 STOP SIGNS	001-301-560-270	120.00
G&C SUPPLY CO., INC	6696100	09/11/2018	1 CY OF 3000 PSI READY MIX CONCRETE	001-301-565-272	100.00
IVY AUTO PARTS, LLC.	588672	09/11/2018	20 NON STOCK SIGNS	001-301-630-360	149.97
IVY AUTO PARTS, LLC.	588935	09/11/2018	AIR CONDITIONERS, HEATER CORE	001-301-630-400	44.98
G&C SUPPLY CO., INC	6699399	09/11/2018	RELAY AND ELECTRICAL CONNECTOR	001-301-565-272	210.00
G&C SUPPLY CO., INC	6702310	09/11/2018	5 30X36 RIGHT TURN ONLY SIGNS	001-301-565-272	307.40
G&C SUPPLY CO., INC	6702596	09/11/2018	26 INTERLOCKING BRACKET SETS, 60 ROUND POST DOME	001-301-565-272	150.00
CINTAS	215347277	09/10/2018	30 NON STOCK SIGNS	001-301-501-200	35.00
STARKVILLE LP GAS	1089024	09/12/2018	STREET 08.07.18	001-301-555-250	23.36
BELL BUILDING SUPPLY, INC.	232287	09/10/2018	PROPANE	001-301-555-250	0.99
G&C SUPPLY CO., INC	6705356	09/11/2018	PVC FIP CAP	001-301-565-272	915.25
STARKVILLE AUTO PARTS	116206	09/12/2018	5 SIGNS WITH LINER	001-301-630-400	31.96
BELL BUILDING SUPPLY, INC.	232750	09/10/2018	REFRIGERANT	001-301-555-250	8.79
BELL BUILDING SUPPLY, INC.	232825	09/10/2018	SELF DRILL	001-301-555-250	17.48
CINTAS	215349224	09/06/2018	BLACK SHARPIE, 9 PC BALL ERGO-FOLD KEYS	001-301-501-200	35.00
BELL BUILDING SUPPLY, INC.	232895	09/10/2018	STREET 08.14.18	001-301-555-250	17.25
MMC MATERIALS, INC.	558357	09/11/2018	25 PINE STAKES	001-301-560-270	240.00
G&C SUPPLY CO., INC	6706168	09/11/2018	2 CY 300 PSI READY MIX CONCRETE	001-301-565-272	82.45
CADENCE VISA	7256241	09/06/2018	5 SPEED LIMIT SIGNS	001-301-555-250	85.01
BASICS, INC. A Trade America Company	22758	09/06/2018	SNACKS FOR G. EVANS PARK CLEANUP DAY	001-301-555-250	146.78
OKTIBBEHA COUNTY COOPERATIVE	423150	09/11/2018	2 ROLLS SHOP TOWELS	001-301-555-250	26.20
OKTIBBEHA COUNTY COOPERATIVE	423217	09/11/2018	1 BALE BERMUDA HAY, BERMUDA SEEDS	001-301-555-250	23.98
G&C SUPPLY CO., INC	6706261	09/11/2018	2 RAKES	001-301-565-272	435.10
STARKVILLE AUTO PARTS	116476	09/12/2018	49 INTERLOCKING BRACKET SETS, 15 SPEED LIMIT SIGNS	001-301-630-400	133.93
STARKVILLE AUTO PARTS	116523	09/12/2018	CONVENTIONAL GREENFS	001-301-630-400	62.77
STARKVILLE AUTO PARTS	116527	09/12/2018	GRINDER, SEALANT TAPE, PLUG, MARKER	001-301-630-400	53.94
CINTAS	215351190	09/10/2018	SCRAPER, ROLLOC DISC	001-301-501-200	35.00
OKTIBBEHA COUNTY COOPERATIVE	425183	09/11/2018	STREET 08.21.18	001-301-555-250	3.75
OKTIBBEHA COUNTY COOPERATIVE	425207	09/11/2018	I FIMCO QUIK CONNECT PORT	001-301-555-250	11.25
STARKVILLE AUTO PARTS	116582	09/12/2018	3 HB QUIK CONNECT PORTS	001-301-630-400	8.18
STARKVILLE AUTO PARTS	116583	09/12/2018	THERMOSTAT, WATER GASKE	001-301-630-400	4.99
BELL BUILDING SUPPLY, INC.	233836	09/06/2018	DOMESTIC NICKEL/COPPER	001-301-560-270	28.60
OKTIBBEHA COUNTY COOPERATIVE	425406	09/11/2018	4 TWO BY FOURS	001-301-555-250	55.98
SHERWIN WILLIAMS CO.	0400-6	09/12/2018	2 CHAPIN STAND AND SPRAY	001-301-555-250	285.84
CINTAS FIRST AID & SAFETY	5011475200	09/06/2018	HIGHWAY WHITE PAINT (15), FRAME, BLACK FOAM, WAND	001-301-555-250	33.39
APAC-MISSISSIPPI, INC	4000081170	09/06/2018	BAND AIDS, LARGE PATCHES, SERVICE CHARGE	001-301-560-270	955.50
CSPIRE WIRELESS	INV0027215	09/06/2018	13 TONS WMA 9.5MM	001-301-604-330	50.27
			CELL PHONE BILLS BY DEPT		

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ABILITY WORKS OF STARKVILL	13403	09/06/2018	50 36" HUB, 25 28" HUB	001-301-555-250	58.50
BELL BUILDING SUPPLY, INC.	234192	09/06/2018	MASONITE SIDING, LUMBER, NON SKID PAD	001-301-555-250	148.58
BELL BUILDING SUPPLY, INC.	234244	09/10/2018	100 PK GLO WHITE FLAG	001-301-555-250	34.47
BELL BUILDING SUPPLY, INC.	234251	09/06/2018	MASONITE SIDING	001-301-555-250	21.54
RACKLEY OIL INC.	490024	09/12/2018	GAS	001-301-525-231	54.90
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-301-604-330	30.76
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-301-604-330	153.81
STARKVILLE AUTO PARTS	116774	09/12/2018	BATTERY	001-301-630-400	159.99
BELL BUILDING SUPPLY, INC.	234389	09/06/2018	17 FEET OF CHAIN, CLEVIS HOOKS	001-301-555-250	155.59
MMC MATERIALS, INC.	560995	09/11/2018	6 CY 3500 PSI CURB	001-301-560-270	738.00
IVY AUTO PARTS, LLC.	595426	09/11/2018	ALTERNATOR/ CORE DEPOSIT	001-301-630-400	233.99
IVY AUTO PARTS, LLC.	595427	09/11/2018	BRAKE LIGHT SWITCH	001-301-630-400	34.49
FASTENAL COMPANY	MSSTA80687	09/10/2018	SAFETY GLASSES, NYLOCK	001-301-555-250	17.69
STARKVILLE AUTO PARTS	116849	09/12/2018	COOLANT RESEVOIR	001-301-630-400	79.21
STARKVILLE AUTO PARTS	116868	09/12/2018	BATTERY	001-301-630-400	181.99
BASICS, INC. A Trade America Company	22803	09/06/2018	4 CASES SHOP TOWELS, 1 CASE TISSUE	001-301-501-200	244.89
LOWE'S-STREET	910446	09/11/2018	10 FT BLACK MARINE, GLASS SCRAPER, PLUS 5/8" X 8-	001-301-555-250	57.90
FASTENAL COMPANY	MSSTA80712	09/10/2018	18 LIME VESTS, ASSTD FREEZE POPS, HEX LAGS	001-301-555-250	348.79
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-301-491-135	6,350.00
STARKVILLE AUTO PARTS	116857	09/12/2018	THROTTLE BODY GASKET,	001-301-630-400	16.77
G&C SUPPLY CO., INC	6708509	09/11/2018	100 GALV. ROUND POSTS, 12 ALL WAY SIGNS	001-301-565-272	1,902.00
G&C SUPPLY CO., INC	6708514	09/11/2018	3 SIGNS -PICK UP & DROP OFF ONLY	001-301-565-272	64.50
G&C SUPPLY CO., INC	6708524	09/11/2018	18 ALL WAY SIGNS	001-301-565-272	135.00
G&C SUPPLY CO., INC	6708570	09/11/2018	200 ANCHOR PLATES,15 DEAD END,20 SPEED LIMIT SI	001-301-565-272	1,169.95
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-301-604-330	77.33
APAC-MISSISSIPPI, INC	4000081416	09/10/2018	5.99 TONS SMA ST 9.5MM	001-301-560-270	440.27
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	001-301-604-330	142.26
STARKVILLE AUTO PARTS	116955	09/12/2018	PRESSURE SWITCH	001-301-630-400	97.94
STARKVILLE AUTO PARTS	12.99	09/12/2018	WIPER BLADES	001-301-630-400	12.99
CINTAS	215355141	09/10/2018	STREET 09.04.18	001-301-501-200	86.81
STARKVILLE AUTO PARTS	117025	09/12/2018	OIL AND FILTER	001-301-630-400	52.40
STARKVILLE AUTO PARTS	117036	09/12/2018	ALTERNATOR	001-301-630-400	157.99
OKTIBBEHA COUNTY COOPERATIVE	431328	09/11/2018	NORCROSS BOOTS	001-301-555-250	14.30
CINTAS	215357091	09/12/2018	STREET DEPT 09.11.18	001-301-501-200	35.20
H&R AGRI-POWER	CN46886.	09/11/2018	ASSY SWITCH	001-301-630-400	40.06
STARKVILLE DAILY NEWS	INV0027273	09/12/2018	ADVERTISING	001-301-604-330	101.34
BELL BUILDING SUPPLY, INC.	233054	09/10/2018	8 PR CLOVES	001-301-555-250	28.52

Outstanding Total: 20,723.76

Department 301 - STREET DEPARTMENT Total: 20,723.76

Department: 302 - STREET LIGHTING

Outstanding

STARKVILLE UTILITIES	INV0027274	09/12/2018	UTILITY BILLS BY DEPARTMEN	001-302-625-380	29,153.76
STARKVILLE UTILITIES	INV0027274	09/12/2018	UTILITY BILLS BY DEPARTMEN	001-302-625-380	18.78

Outstanding Total: 29,172.54

Department 302 - STREET LIGHTING Total: 29,172.54

Department: 360 - ANIMAL CONTROL

Outstanding

ANIMAL CARE EQUIPMENT & SVS	64814	09/06/2018	LEASHES, BAG N GO BAGS, FLASHLIGHT, THERMOMETER	001-360-555-250	309.13
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CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	001-360-604-330	37.39
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-360-491-135	245.00
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	001-360-604-330	77.33
Outstanding Total:					668.85
Department 360 - ANIMAL CONTROL Total:					668.85

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

WAI-MART-GENERAL CITY	INV0027155	09/05/2018	FINANCE CHARGE	001-550-501-220	1.87
RACKLEY OIL INC.	118455	09/12/2018	GAS	001-550-501-204	320.38
WAI-MART-GENERAL CITY	INV0027154	09/05/2018	FINANCE CHARGE	001-550-501-200	2.82
RACKLEY OIL INC.	118446	09/12/2018	GAS	001-550-501-204	241.01
EAST MISSISSIPPI LUMBER CO	F8170	09/10/2018	7-RESET COMBINATION LOCK	001-550-555-250	118.93
RACKLEY OIL INC.	118421	09/12/2018	GAS	001-550-501-204	323.40
LOWE'S- PARKS	910849	09/11/2018	KOBALT 48" BEAM, 3 CASES WATER, 12 ULTRAKILL WASP	001-550-555-250	51.93
BSN SPORTS	902765932	09/10/2018	FOOTBALLS, INFLATING NEEDLES, FLAG BELTS	001-550-501-220	1,420.06
LOWE'S- PARKS	906256	09/11/2018	8 BAGS QUIKCRETE, CABLE TIES, 2 2X4 SELECT STUDS	001-550-630-426	54.70
LOWE'S- PARKS	909322	09/11/2018	SELF DRL, TITANIUM DRILL,	001-550-630-426	53.69
RACKLEY OIL INC.	118424	09/12/2018	GAS	001-550-501-204	273.38
RACKLEY OIL INC.	118440	09/12/2018	GAS	001-550-501-204	188.36
LOWE'S- PARKS	910435	09/11/2018	3/4 IN SILLCOCK, PTFE TAPE	001-550-555-250	8.00
RICE EQUIPMENT COMPANY	9518	09/12/2018	SERVICE CALL-WELD 3 SOCCER GOALS	001-550-600-370	225.00
EAST MISSISSIPPI LUMBER CO	D12644	09/10/2018	GARDEN TOOL SET, WASHER ASSORTMENT	001-550-501-220	17.56
J&M BAGGING & SALES, INC.	22728	09/11/2018	SANDBAGS	001-550-501-204	200.00
LOWE'S- PARKS	901152	09/11/2018	13 PC 1/2 INDR6PT	001-550-501-220	56.98
GENTRY SIGNS	INV0027241	09/11/2018	4 24X24 SIGNS, 15 COROS SIGNS W/STAKES	001-550-630-426	720.00
FASTENAL COMPANY	MSSTA80578	09/10/2018	11X4 HCS T	001-550-600-370	43.84
NEWELL PAPER COMPANY	3044288	09/11/2018	TOWELS, TISSUE, LINERS, SOAP, INSECT SPRAY	001-550-501-208	465.54
WATERMARK PRINTERS LLC	11787	09/12/2018	BUSINESS CARDS, LOGAN, POCHOP, HENDRIX, COX	001-550-501-200	160.00
EAST MISSISSIPPI LUMBER CO	D12747	09/10/2018	3 ARM SPRINKLER	001-550-501-200	13.29
RACKLEY OIL INC.	118430	09/12/2018	GAS	001-550-501-204	243.69
FERGUSON ENTERPRISES, INC	8213431	09/10/2018	GASKETS, EPOX COAT BU FLG, HH NUT	001-550-630-426	208.82
LOWE'S- PARKS	910465	09/11/2018	100 FT CORD, 150 FT CORD	001-550-501-220	50.49
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-550-600-330	30.76
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	001-550-600-330	92.28
EAST MISSISSIPPI LUMBER CO	A43590	09/10/2018	ROTARY FILE, MOUNTED POI	001-550-501-200	9.29
CINTAS-PARKS	215353746	09/10/2018	WEEKLY MAT CLEANING	001-550-501-208	41.11
NEWELL PAPER COMPANY	3045045	09/11/2018	TOWELS, TISSUE, URINAL SCREENS, DISINFECTANT, SOA	001-550-501-208	512.50
OKTIBBEHA COUNTY COOPERATIVE	428744	09/11/2018	BATTERIES, FIRE ANT KILLER	001-550-630-426	99.87
OKTIBBEHA COUNTY COOPERATIVE	428754	09/11/2018	BATTERIES	001-550-630-426	7.99
WELDING WORKS LLC, THE	N-14240	09/12/2018	REPAIR LAWN MOWER BLADE	001-550-600-300	40.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	001-550-480-139	75.00
RACKLEY OIL INC.	118435	09/12/2018	GAS	001-550-501-204	68.25
WAUKAWAY DISTRIBUTORS, INC	CLR0918-278	09/12/2018	MONTHLY COOLER RENTAL PARKS	001-550-501-220	20.00
CINTAS-PARKS	215355713	09/10/2018	WEEKLY MAT CLEANING 09.04.18	001-550-501-208	41.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS FIRST AID & SAFETY	5011624245	09/10/2018	FIRST AID SUPPLIES/SERVICE CHARGE	001-550-501-220	133.31
LOWE'S- PARKS	911470	09/12/2018	CONCRETE, NUTS, WASHERS	001-550-501-220	49.07
COOPER CLEMENT	INV0027216	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	120.00
TODD GARNER	INV0027217	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	120.00
RICHARD E. HILL	INV0027218	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	120.00
CHRISTOPHER KITCHENS	INV0027219	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	120.00
JOHN MITCHELL	INV0027220	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	120.00
CALVIN WARE -1099	INV0027221	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	120.00
LYNN LEONARD	INV0027222	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	60.00
LEONARDO THOMPSON	INV0027223	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	60.00
ANDREW MOCK	INV0027224	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	40.00
ANDREW MOCK	INV0027225	09/07/2018	CONTRACT LABOR/FLAG FOOTBALL 08/24/18-09/06/1	001-550-600-320	40.00
DIANE CLARK	INV0027226	09/07/2018	CONTRACT LABOR/08/24/18-09/06/18	001-550-600-320	125.00
KENNEDI AKINS	INV0027227	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	140.00
RONALD JOHNSON JR.	INV0027228	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	590.00
CHRISTOPHER ANDRE CLARK	INV0027229	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	160.00
ROBERT EARLE GANDY JR.	INV0027230	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	396.00
JOE DAN BAKER	INV0027231	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	726.00
JAMES "AUSTIN" INGRAM	INV0027232	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	660.00
CHRISTOPHER JAWAN MCMORRIS	INV0027234	09/07/2018	CONTRACT LABOR/ 08/24/18-09/06/18	001-550-600-320	588.50
CHARLES BARNES	INV0027235	09/07/2018	REFUND FROM STARKVILLE PARKS	001-550-949-978	100.00
LOWE'S- PARKS	910630	09/12/2018	SCREWS	001-550-501-220	6.38
LOWE'S- PARKS	910080	09/12/2018	FIRE ANT DUST	001-550-501-220	73.44
STARKVILLE UTILITIES	INV0027274	09/12/2018	UTILITY BILLS BY DEPARTMEN	001-550-600-340	4,658.26
Outstanding Total:					15,827.86
Department 550 - PARKS AND REC DEPARTMENT Total:					15,827.86

Department: 552 - PARK AND REC ACTIVITIES

Outstanding

LOWE'S- PARKS	917645	09/12/2018	RETURN STOVE/RANGE	001-552-501-200	-350.00
Outstanding Total:					-350.00
Department 552 - PARK AND REC ACTIVITIES Total:					-350.00

Department: 600 - CAPITAL PROJECTS

Outstanding

FALCON CONTRACTING CO.,I	3801	09/12/2018	2018 STREET IMPROVEMENTS PROJ 18001	001-600-912-808	24,896.00
MSU PLANNING, DESIGN & CONSTRUCTION	INV0027249	09/11/2018	RUSSELL ST. IMP. PROJECT.	001-600-912-856	2,915.12
Outstanding Total:					27,811.12
Department 600 - CAPITAL PROJECTS Total:					27,811.12

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK WHITNEY BANK	INV0027242	09/11/2018	2017 DEVELOPMENT BONDS/ STARKVILLE 17	001-800-890-830	350,000.00
HANCOCK WHITNEY BANK	INV0027242	09/11/2018	2017 DEVELOPMENT BONDS/ STARKVILLE 17	001-800-890-840	232,750.00
BANCORPSOUTH	10.01.18	09/12/2018	G/O PUB IMP BD 2009/ ACCT#82-0054-01-3	001-800-830-884	5,687.50
Outstanding Total:					588,437.50
Department 800 - DEBT SERVICE Total:					588,437.50
Department: 900 - INTERFUND TRANSACTIONS					
Outstanding					
OKT COUNTY	21560	09/11/2018	LINK INVOICE 25160 PROJECT HIPPO	001-900-990-998	4,925.38
Outstanding Total:					4,925.38
Department 900 - INTERFUND TRANSACTIONS Total:					4,925.38
Fund 001 - GENERAL FUND Total:					894,595.20
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
WADE INCORPORATED	W20825	09/12/2018	OIL, FILTER, HYDRAULIC FILTER, LABOR	015-505-570-273	336.59
RACKLEY OIL INC.	488536	09/12/2018	GAS	015-505-525-235	165.00
RACKLEY OIL INC.	488908	09/12/2018	GAS	015-505-525-231	42.98
RACKLEY OIL INC.	488909	09/12/2018	GAS	015-505-525-231	29.73
STARKVILLE AUTO PARTS	116616	09/12/2018	HOSE, COUPLER, GREASE	015-505-555-250	25.36
RACKLEY OIL INC.	116141	09/12/2018	GAS	015-505-525-231	689.74
JOHN ETHAN SHARP	9	09/11/2018	CONTRACT LABOR- WEEDEATING AIRPORT /8-13 THRU 8-25	015-505-600-338	240.00
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	015-505-604-330	50.27
RSINET	2381	09/12/2018	AWOS SCHEDULED MAINTENANCE	015-505-600-338	800.00
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	015-505-604-330	123.22
EASTERN AVIATION FUELS	3010785	09/10/2018	JET FUEL WITH ADDITIVE	015-505-525-233	21,133.33
MAXXSOUTH BROADBAND	INV0027244	09/11/2018	8282 41 101 0557107 AIRPOR	015-505-600-338	144.95
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	015-505-491-135	1,600.00
RACKLEY OIL INC.	490473	09/12/2018	GAS	015-505-525-231	206.67
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	015-505-604-330	77.33
EASTERN AVIATION FUELS	R3010666	09/10/2018	JET & AVGAS TRUCK RENTALS	015-505-600-322	800.00
VERIZON WIRELESS	9813887187	09/12/2018	CELL PHONE BILLS BY DEPT	015-505-604-330	71.49
JAMES HUNTER MIDDLETON	14	09/11/2018	CONTRACT LABOR-MOWING AIRPORT /8-14 THRU 8-31	015-505-600-338	186.00
DREW CLAWSON	INV0027239	09/10/2018	CONTRACT LABOR/WEEDEATING MOWING/32 HOURS	015-505-600-338	256.00
POWERSTROKE EQUIPMENT SALES & SVC	3255	09/11/2018	TRIMMER HEAD	015-505-555-250	32.99
OKTIBBEHA COUNTY COOPERATIVE	431001	09/11/2018	KAWASAKI MOWER, STATE CONTRACT PRICE	015-505-720-801	6,058.00
AIRNAV.COM	1982130	09/06/2018	RENEW SUBSCRIPTION FOR BASIC LISTING FOR AIRPORT	015-505-600-338	80.00
REBEL SERVICES, LLC	3652	09/12/2018	SUMP PUMP	015-505-691-550	180.83
COLUMBUS FENCE COMPANY	3-28-0068-022-2017	09/10/2018	CLEARING, GRUBBING, AND NEW FENCE ISTALLATION	015-505-720-805	115.47

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JOHN ETHAN SHARP	10	09/11/2018	CONTRACT LABOR- WEEDEATING AIRPORT /8-26 THRU 9-2	015-505-600-338	140.00

Outstanding Total: 33,585.95

Department 505 - AIRPORT Total: 33,585.95

Fund 015 - AIRPORT FUND Total: 33,585.95

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

COLUMBUS FENCE COMPANY	3-28-0068-022-2017	09/10/2018	CLEARING, GRUBBING, AND NEW FENCE INSTALLATION	016-515-720-806	2,078.44
COLUMBUS FENCE COMPANY	3-28-0068-022-2017	09/10/2018	CLEARING, GRUBBING, AND NEW FENCE INSTALLATION	016-515-720-809	115.47
CLEARWATER INC., ENVIRONMENTAL ENGI	120.21801	09/10/2018	WORK PERFORMED THRU JULY 31ST	016-515-600-305	9,400.00

Outstanding Total: 11,593.91

Department 515 - RESTRICTED PROJECTS Total: 11,593.91

Fund 016 - RESTRICTED AIRPORT Total: 11,593.91

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

CINTAS	215347278	09/10/2018	SANITATION 08.07.18	022-322-535-233	135.31
VERIZON WIRELESS	322343	09/12/2018	OTTERBOX BELT CLIP	022-322-604-330	37.49
CINTAS	215349225	09/06/2018	SANITATION 08.14.18	022-322-535-233	122.26
CINTAS	21585397	09/10/2018	OVERPAYMENT/UNAPPLIED PAYMENT ON CK#85397	022-322-535-233	-37.76
H&O TRUCKS & TRAILER REPAIR L.L.C.	58869	09/11/2018	TRUCK #92-NEEDED WORK ON COOLING SYSTEM	022-322-630-360	252.78
CINTAS	215351191	09/06/2018	SANITATION 08.21.18	022-322-630-360	53.44
CSPIRE WIRELESS	INV0027215	09/06/2018	CELL PHONE BILLS BY DEPT	022-322-604-330	128.22
SOUTHERN TELECOMMUNICATIONS	09.18.18	09/12/2018	ACCT#2490 AUGUST 2018	022-322-604-330	30.76
GATEWAY TIRE & SERVICE CENTER	1104285586	09/11/2018	TRUCK #95 FIX FLAT	022-322-630-360	36.50
GATEWAY TIRE & SERVICE CENTER	1104286763	09/11/2018	TIRE AND MOUNT	022-322-630-360	279.88
TRI-STATE TRUCKCENTER*	8W88965	09/12/2018	TRUCK 94 OIL THERMOSTAT, ROAD CALL, FUSE	022-322-630-360	545.60
EMPIRE TRUCK SALES, LLC	RE005011082:01	09/10/2018	TRUCK #41 REPAIRS -TRUCK WOULDN'T START	022-322-630-360	2,756.49
TERRY'S GARAGE & REPAIRS, LLC	1000	09/12/2018	FITTING, MILEAGE, LABOR	022-322-630-360	232.14
STARKVILLE AUTO PARTS	116859	09/12/2018	TRUCK #38 TRANSMISSION FLUID	022-322-555-250	71.88
TERRY'S GARAGE & REPAIRS, LLC	999	09/12/2018	ANTI FREEZE, SURGE TANK, LABOR	022-322-630-360	338.66
FASTENAL COMPANY	MSSTA80727	09/10/2018	TRACTOR #2 BUSHHOG	022-322-555-250	3.42
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	022-322-491-135	26,500.00
STARKVILLE AUTO PARTS	116884	09/12/2018	HYDRAULIC HOSE	022-322-555-250	56.78
CSPIRE BUSINESS SOLUTIONS	1312522	09/10/2018	CSBS 643956	022-322-604-330	77.33
WASTE MANAGEMENT	0716212-2132-5	09/12/2018	RECYCLING FOR AUGUST 201	022-322-600-431	1,636.24
GATEWAY TIRE & SERVICE CENTER	1104293967	09/11/2018	TRUCK #43- NEW TIRE AND MOUNT	022-322-630-360	279.88
CINTAS	215355142	09/10/2018	SANITATION 09.04.18	022-322-535-233	60.44
CITY OF STARKVILLE SANITATION	INV0027214	09/06/2018	QTRLY ADMIN FEES FOR SANITATION DEPT.	022-322-600-333	12,500.00
STARKVILLE AUTO PARTS	117141	09/12/2018	HEADLIGHT, AND BULB	022-322-555-250	188.53
GTR SOLID WASTE MGMT. AUTH	08.31.18	09/12/2018	SOLID WASTE TICKETS FOR AUGUST 2018	022-322-600-379	40,430.61
CINTAS	215357092	09/12/2018	SANITATION 09.11.18	022-322-535-233	36.98

Expense Approval Report

Post Dates: 09/03/2018 - 09/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690092018	09/11/2018	MONTHLY BILLING FOR 09.30.18	022-322-600-364	65.30
STARKVILLE DAILY NEWS	INV0027273	09/12/2018	ADVERTISING	022-322-604-330	25.00
Outstanding Total:					86,844.16
Department 322 - SANITATION DEPARTMENT Total:					86,844.16

Department: 325 - RUBBISH

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	022-325-491-135	100.00
Outstanding Total:					100.00
Department 325 - RUBBISH Total:					100.00

Department: 329 - KEEP STARKVILLE BEAUTIFUL

Outstanding

CADENCE VISA	6533839	09/06/2018	SUPPLIES FOR G.EVANS PARK CLEANUP DAY	022-329-501-200	337.29
CADENCE VISA	6655430	09/06/2018	COLLAPSIBLE UTILITY WAGON	022-329-501-200	66.70
Outstanding Total:					403.99
Department 329 - KEEP STARKVILLE BEAUTIFUL Total:					403.99

Department: 341 - LANDSCAPING

Outstanding

CINTAS	215349225	09/06/2018	SANITATION 08.14.18	022-341-535-233	53.66
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2018-0	09/11/2018	POLICY 30290WC2018/1ST INSTALLMENT FY18-19	022-341-491-135	2,149.78
SGK LANDSCAPES, LLC	ST22184	09/12/2018	MONTHLY MEDIAN MAINTENANCE	022-341-600-338	708.77
OKTIBBEHA COUNTY COOPERATIVE	431743	09/12/2018	UJOINT REPAIR KIT, RUBBERMAID JUGS	022-341-555-250	542.48
Outstanding Total:					3,454.69
Department 341 - LANDSCAPING Total:					3,454.69
Fund 022 - SANITATION Total:					90,802.84

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

ROCK HILL WATER ASSOCIATION	INV0027257	09/12/2018	WATER BILL	023-323-625-380	57.00
Outstanding Total:					57.00
Department 323 - LANDFILL Total:					57.00
Fund 023 - LANDFILL ACCOUNT Total:					57.00

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKTIBBEHA COUNTY	120879	09/11/2018	NEEL SCHAFER 1053267 & 1053267A	303-600-600-309	13,333.30
OKTIBBEHA COUNTY	120815	09/11/2018	HEADWATERSINV#120815	303-600-600-309	28,517.73
OKTIBBEHA COUNTY	938123	09/11/2018	JONES WALKER #938123	303-600-600-309	2,508.00
OKTIBBEHA COUNTY	945820	09/11/2018	JONES WALKER INV#945820	303-600-600-309	4,700.55
OKTIBBEHA COUNTY	950076	09/11/2018	JONES WALKER INV#950076	303-600-600-309	4,095.00
Outstanding Total:					53,154.58
Department 600 - CAPITAL PROJECTS Total:					53,154.58
Fund 303 - INDUSTRIAL PARK BOND Total:					53,154.58

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

FALCON CONTRACTING CO.,I	3801	09/12/2018	2018 STREET IMPROVEMENTS PROJ 18001	319-600-912-801	3,604.00
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Expense Approval Report

Post Dates: 09/03/2018 - 09/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEEL-SCHAFER	NS.14607.00	09/11/2018	LYNN LANE WIDENING PROJECT 17026	319-600-912-861	9,984.01
Outstanding Total:					13,588.01
Department 600 - CAPITAL PROJECTS Total:					13,588.01
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					13,588.01

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

DALHOFF THOMAS DESIGN STUDIO	8889	09/10/2018	PROJ 18-637 STKVILLE- CORNERSTONE PARK MASTER PLAN	375-551-907-942	13,184.00
Outstanding Total:					13,184.00
Department 551 - PARK & REC TOURISM Total:					13,184.00
Fund 375 - PARK AND REC TOURISM Total:					13,184.00
Grand Total:					1,110,561.49

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	894,595.20	0.00
015 - AIRPORT FUND	33,585.95	0.00
016 - RESTRICTED AIRPORT	11,593.91	0.00
022 - SANITATION	90,802.84	0.00
023 - LANDFILL ACCOUNT	57.00	0.00
303 - INDUSTRIAL PARK BOND	53,154.58	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	13,588.01	0.00
375 - PARK AND REC TOURISM	13,184.00	0.00
Grand Total:	1,110,561.49	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,186.43	0.00
001-000-054-205	DUE FROM STARKVILLE	308.36	0.00
001-000-070-251	FUEL INVENTORY	38,309.51	0.00
001-000-160-618	PINK HEALS/FIRE DEPAR	31.89	0.00
001-100-604-330	COMMUNICATIONS	504.24	0.00
001-110-491-135	WORKER'S COMPENSATI	500.00	0.00
001-110-501-200	SUPPLIES	629.22	0.00
001-110-600-300	RESEARCH RESOURCES	642.00	0.00
001-110-604-330	COMMUNICATIONS	182.86	0.00
001-111-604-330	COMMUNICATIONS	98.89	0.00
001-120-491-135	Worker's Compensation	25.00	0.00
001-120-600-300	PROFESSIONAL SERVICE	7,654.13	0.00
001-120-600-340	Mayor's Youth Council	648.21	0.00
001-120-604-330	COMMUNICATIONS	516.01	0.00
001-123-491-135	WORKER'S COMPENSATI	1,150.00	0.00
001-123-600-300	WEB SITE SERVICES AND	19.95	0.00
001-123-604-330	COMMUNICATIONS	1,479.18	0.00
001-123-630-400	EQUIPMENT REPAIR &	477.52	0.00
001-123-691-550	MISCELLANEOUS	34.30	0.00
001-142-491-135	WORKER'S COMPENSATI	675.00	0.00
001-145-501-200	SUPPLIES	461.12	0.00
001-145-604-330	POSTAGE/COPIER/PHON	295.93	0.00
001-145-610-350	TRAVEL/TRAINING	2,720.47	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	1,082.13	0.00
001-180-491-135	Worker's Compensation	50.00	0.00
001-180-501-200	SUPPLIES AND EQUIPME	759.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	149.88	0.00
001-190-491-135	WORKER'S COMPENSATI	375.00	0.00
001-190-501-200	SUPPLIES	83.24	0.00
001-190-600-323	DEBRIS REMOVAL/DEM	250.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	1,398.00	0.00
001-190-690-554	ORDINANCE CODIFICATI	350.00	0.00
001-192-510-220	SUPPLIES	993.72	0.00
001-192-600-338	CONTRACT SERVICES	1,185.00	0.00
001-197-491-135	WORKER'S COMPENSATI	550.00	0.00
001-197-525-231	GAS & OIL	51.77	0.00
001-197-604-330	COMMUNICATIONS	151.37	0.00
001-201-491-135	WORKER'S COMPENSATI	15,000.00	0.00
001-201-501-200	OFFICE SUPPLIES	642.11	0.00
001-201-525-231	GAS & OIL	129.41	0.00
001-201-535-233	UNIFORMS	8,612.38	0.00
001-201-541-237	PRISONER EXPENSES	11,035.00	0.00
001-201-555-250	JANITORIAL SUPPLIES	333.83	0.00
001-201-556-251	POLICE SUPPLIES	14,470.05	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-600-300	PROFESSIONAL SERVICE	886.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	6,209.76	0.00
001-201-615-343	PRINTING & BINDING	68.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	6,648.55	0.00
001-201-630-404	RADIO MAINTENANCE /	50.00	0.00
001-201-630-426	BUILDING MAINTENANC	50.00	0.00
001-201-635-369	COPIER RENTAL	213.93	0.00
001-201-690-552	POLICE TRAINING/EDUC	450.00	0.00
001-201-691-550	MISCELLANEOUS	4.90	0.00
001-250-604-330	COMMUNICATIONS	169.61	0.00
001-261-491-135	WORKER'S COMPENSATI	50,000.00	0.00
001-261-501-200	OFFICE AND JANITORIAL	379.13	0.00
001-261-510-220	SUPPLIES - TOOLS	170.19	0.00
001-261-525-231	GAS & OIL	742.49	0.00
001-261-535-233	UNIFORMS	1,614.36	0.00
001-261-555-250	SUPPLIES & SMALL TOO	545.16	0.00
001-261-558-269	BUILDING MAINTENANC	7,010.82	0.00
001-261-600-319	PHYSICAL EXAMINATION	147.00	0.00
001-261-600-390	FIRE TRAINING	4,745.00	0.00
001-261-600-430	UNIFORM CLEANING	161.95	0.00
001-261-604-330	PHONES/CABLE/INTERN	4,330.84	0.00
001-261-625-380	UTILITIES	282.57	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,945.38	0.00
001-261-630-404	RADIO MAINTENANCE /	359.94	0.00
001-261-691-550	MISCELLANEOUS	160.00	0.00
001-261-730-542	BCBS HEALTHY HEROS P	832.50	0.00
001-261-918-805	MACHINERY AND EQUIP	1,725.00	0.00
001-281-491-135	WORKER'S COMPENSATI	675.00	0.00
001-281-525-231	GAS & OIL	87.77	0.00
001-281-604-330	COPIER/PHONES/IPADS/	283.16	0.00
001-290-625-380	UTILITIES / CODE RED	27.07	0.00
001-301-491-135	WORKER'S COMPENSATI	6,350.00	0.00
001-301-501-200	SUPPLIES	471.90	0.00
001-301-525-231	GAS & OIL	54.90	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,672.65	0.00
001-301-560-270	CONSTRUCTION MATERI	2,996.37	0.00
001-301-565-272	STREETS SIGNS & PAINT	6,911.65	0.00
001-301-604-330	COMMUNICATIONS	555.77	0.00
001-301-630-360	SHOP REPAIRS & MAINT	149.97	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,560.55	0.00
001-302-625-380	UTILITIES	29,172.54	0.00
001-360-491-135	WORKER'S COMPENSATI	245.00	0.00
001-360-555-250	SUPPLIES & SMALL TOO	309.13	0.00
001-360-604-330	COMMUNICATIONS	114.72	0.00
001-550-480-139	WORKERS COMPENSATI	75.00	0.00
001-550-501-200	OFFICE SUPPLIES	185.40	0.00
001-550-501-204	GAS & OIL	1,858.47	0.00
001-550-501-208	JANITORIAL FEES	1,060.26	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	1,829.16	0.00
001-550-555-250	SMALL EQUIPMENT	178.86	0.00
001-550-600-300	PROFESSIONAL SERVICE	40.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	4,305.50	0.00
001-550-600-330	COMMUNICATIONS / PH	123.04	0.00
001-550-600-340	UTILITIES	4,658.26	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	268.84	0.00
001-550-630-426	BUILDING MAINT/REPAI	1,145.07	0.00
001-550-949-978	PARK & REC REFUNDS	100.00	0.00
001-552-501-200	NRPA SUPPLIES	-350.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-600-912-808	STREET IMPROVEMENTS	24,896.00	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	2,915.12	0.00
001-800-830-884	STREET LOAN INTEREST	5,687.50	0.00
001-800-890-830	IND PARK BOND (7M) PR	350,000.00	0.00
001-800-890-840	IND PARK BOND (7M) IN	232,750.00	0.00
001-900-990-998	CONTINGENCY FUND	4,925.38	0.00
015-505-491-135	WORKER'S COMPENSATI	1,600.00	0.00
015-505-525-231	GAS & OIL	969.12	0.00
015-505-525-233	JET A FUEL PURCHASES	21,133.33	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS	165.00	0.00
015-505-555-250	SUPPLIES & SMALL TOO	58.35	0.00
015-505-570-273	VEHICLE REPAIR PARTS	336.59	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	1,846.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	322.31	0.00
015-505-691-550	MISCELLANEOUS	180.83	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR	6,058.00	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	115.47	0.00
016-515-600-305	PROF SVC-FAA 2017 3-2	9,400.00	0.00
016-515-720-806	CAP IMPROV-2017 FAA	2,078.44	0.00
016-515-720-809	CAP IMPR-MDOT 2017 3	115.47	0.00
022-322-491-135	WORKER'S COMPENSATI	26,500.00	0.00
022-322-535-233	UNIFORMS	317.23	0.00
022-322-555-250	SUPPLIES & SMALL TOO	320.61	0.00
022-322-600-333	ADMINISTRATIVE SERVI	12,500.00	0.00
022-322-600-364	BILLING SERVICES	65.30	0.00
022-322-600-379	LANDFILL FEES	40,430.61	0.00
022-322-600-431	CONTRACT RECYCLING C	1,636.24	0.00
022-322-604-330	COMMUNICATIONS	298.80	0.00
022-322-630-360	SHOP REPAIRS & MAINT	4,775.37	0.00
022-325-491-135	WORKER'S COMPENSATI	100.00	0.00
022-329-501-200	KEEP STARKVILLE BEAUT	403.99	0.00
022-341-491-135	WORKER'S COMPENSATI	2,149.78	0.00
022-341-535-233	UNIFORMS	53.66	0.00
022-341-555-250	SUPPLIES & SMALL TOO	542.48	0.00
022-341-600-338	HWY 12 MAINT/RUSSEL	708.77	0.00
023-323-625-380	UTILITIES	57.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	53,154.58	0.00
319-600-912-801	ROADWAY OVERLAYS	3,604.00	0.00
319-600-912-861	ROADWAY IMPROVEME	9,984.01	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	13,184.00	0.00
Grand Total:		1,110,561.49	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,096,973.48	0.00
17026	9,984.01	0.00
2018 STREET IMPROVEMENTS	3,604.00	0.00
Grand Total:	1,110,561.49	0.00



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
FOR: 09/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 1
RUN DATE 09/07/18 11:47 AM

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										
699,698,701,700	09/05/18	2320 Chlorine gas		09/19/18	2545.60	.00	ACH			
VENDOR TOTAL:					2545.60					
VENDOR: 76 APAC MISSISSIPPI, INC.										
4000081147,81198	09/05/18	2327 Asphalt repairs		09/19/18	1305.37	.00	ACH			
VENDOR TOTAL:					1305.37					
VENDOR: 122 ARMCHEM INTERNATIONAL CORP										
1598663	09/05/18	2336 Supplies		09/19/18	359.44	.00	ACH			
1598665	09/05/18	2312 Supplies		09/19/18	314.84	.00	ACH			
VENDOR TOTAL:					674.28					
VENDOR: 188 BOX CONSTRUCTION										
8/02/18	09/05/18	0 Sewer repairs		09/19/18	27099.25	.00	ACH			
8/28/18	09/05/18	0 Sewer repairs		09/19/18	5596.75	.00	ACH			
VENDOR TOTAL:					32696.00					
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE										
650731 - 9/01/18	09/07/18	0 Loan-Mini Excavator		09/19/18	3799.59	.00	CHK			
VENDOR TOTAL:					3799.59					
VENDOR: 202 BELL BUILDING SUPPLY										
215643	09/05/18	1817 Supplies		09/19/18	99.98	.00	CHK			
216601	09/05/18	2390 Parts		09/19/18	59.47	.00	CHK			
224073	09/05/18	2389 Parts		09/19/18	9.36	.00	CHK			
229985	09/05/18	2216 Supplies		09/19/18	394.47	.00	CHK			
229988	09/05/18	2216 Parts		09/19/18	33.52	.00	CHK			
230060	09/05/18	2225 Parts		09/19/18	7.18	.00	CHK			
231240	09/05/18	2642 Parts		09/19/18	38.78	.00	CHK			
233956	09/05/18	2332 Concrete		09/19/18	44.90	.00	CHK			
234458	09/05/18	2361 Parts		09/19/18	60.48	.00	CHK			
234775	09/05/18	2377 Parts		09/19/18	27.98	.00	CHK			
5468	09/05/18	2024 Flooring installation		09/19/18	2991.35	.00	CHK			
5469	09/05/18	2023 Flooring materials		09/19/18	2451.67	.00	CHK			
5641	09/05/18	2126 Office materials		09/19/18	657.48	.00	CHK			
VENDOR TOTAL:					6876.62					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 2
RUN DATE 09/07/18 11:47 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100150843.003	09/06/18	2304 Parts and pipes		09/19/18	1623.71	.00	ACH			
S100153197.001	09/06/18	2369 Parts		09/19/18	93.44	.00	ACH			
VENDOR TOTAL:					1717.15					
VENDOR: 251 COBURN SUPPLY COMPANY, INC.										
641488259	09/05/18	2387 Uniforms		09/19/18	147.84	.00	CHK			
641509111	09/06/18	2364 Parts		09/19/18	569.64	.00	CHK			
641510417	09/05/18	2374 Pipes		09/19/18	177.00	.00	CHK			
641511908	09/06/18	2370 Repair parts		09/19/18	729.72	.00	CHK			
641515956	09/06/18	2370 Repairs		09/19/18	306.36	.00	CHK			
VENDOR TOTAL:					1930.56					
VENDOR: 307 CITY OF STARKVILLE										
AUG 2018-EXP	09/05/18	0 Reimb for City paid Expenses		09/19/18	1687.53	.00	CHK			
AUG 2018-SALARY	09/05/18	0 Reimb 60% of L Brown Salary		09/19/18	2021.60	.00	CHK			
VENDOR TOTAL:					3709.13					
VENDOR: 308 CITY OF STARKVILLE-FUEL ACT										
AUG 2018	09/06/18	0 Fuel		09/19/18	3020.56	.00	CHK			
VENDOR TOTAL:					3020.56					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3182861-000-000	09/06/18	2290 Parts		09/19/18	6844.00	.00	CHK			
3182862-000-000	09/06/18	2343 Parts and valves		09/19/18	2100.00	.00	CHK			
VENDOR TOTAL:					8944.00					
VENDOR: 400 IVY AUTO PARTS										
594165,418,224	09/06/18	2393 Parts		09/19/18	169.97	.00	ACH			
VENDOR TOTAL:					169.97					
VENDOR: 604 FASTENAL										
MSSTA80171	09/05/18	2379 Parts and supplies		09/19/18	1340.91	.00	ACH			
VENDOR TOTAL:					1340.91					

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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:	621	EMPIRE TRUCK SALES, LLC									
RE005010587.01	09/05/18	2092 Repairs		09/19/18	865.14	.00	CHK				
				VENDOR TOTAL:	865.14						
VENDOR:	690	GARVER									
17138030-7	09/06/18	2392 Engineering services		09/19/18	4755.25	.00	CHK				
				VENDOR TOTAL:	4755.25						
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
I104283879	09/05/18	2345 Repairs		09/19/18	63.25	.00	CHK				
				VENDOR TOTAL:	63.25						
VENDOR:	700	HEMPHILL CONSTRUCTION CO.									
RFP 6	09/05/18	0 Pump Station Modifications		09/19/18	19289.86	.00	CHK				
				VENDOR TOTAL:	19289.86						
VENDOR:	702	HACH									
11113401	09/05/18	2358 Supplies		09/19/18	324.79	.00	ACH				
11113929	09/05/18	2277 Supplies		09/19/18	35.85	.00	ACH				
				VENDOR TOTAL:	360.64						
VENDOR:	812	HELENA CHEMICAL COMPANY									
62088495, 88496	09/05/18	2386 Chemicals and spraying		09/19/18	1794.04	.00	CHK				
				VENDOR TOTAL:	1794.04						
VENDOR:	1315	MS MUNICIPAL WORKERS COMP									
0290WC2018-0	09/07/18	0 Workers Comp Insurance		09/19/18	24049.88	.00	CHK				
				VENDOR TOTAL:	24049.88						
VENDOR:	1366	MS CROSS CONNECTION, LLC									
29303	09/05/18	2385 CCC Program Management		09/19/18	278.00	.00	ACH				
				VENDOR TOTAL:	278.00						

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VENDOR: 1400 NESCO												
S2267248_001	09/05/18	2310	Parts and supplies		09/19/18	227.44	.00	ACH				
VENDOR TOTAL:						227.44						
VENDOR: 1525 OKTIBBEHA COUNTY COOP												
427946	09/05/18	2351	Soil		09/19/18	148.00	.00	ACH				
VENDOR TOTAL:						148.00						
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC												
3257	09/06/18	2375	Repairs		09/19/18	57.46	.00	CHK				
VENDOR TOTAL:						57.46						
VENDOR: 1800 RACKLEY OIL, INC.												
490027	09/05/18	2347	Fuel		09/19/18	32.93	.00	ACH				
VENDOR TOTAL:						32.93						
VENDOR: 1818 UNITED RENTALS												
160768645-001	09/05/18	2368	Rental		09/19/18	35.02	.00	CHK				
VENDOR TOTAL:						35.02						
VENDOR: 1884 STARKVILLE GARBAGE												
8/27/18	09/05/18	0	Garbage disposal-600137		09/19/18	89.78	.00	CHK				
VENDOR TOTAL:						89.78						
VENDOR: 1920 STARKVILLE FORD LINCOLN INC.												
147046	09/06/18	2373	Repairs		09/19/18	68.22	.00	ACH				
VENDOR TOTAL:						68.22						
VENDOR: 2018 TRADE AMERICA												
22732	09/05/18	2266	Supplies		09/19/18	4906.80	.00	ACH				
22760	09/05/18	2348	Office supplies		09/19/18	579.64	.00	ACH				
22765	09/05/18	2266	Office supplies		09/19/18	426.48	.00	ACH				
22793	09/05/18	2366	Office supplies		09/19/18	242.52	.00	ACH				
22794	09/05/18	2349	Supplies		09/19/18	74.15	.00	ACH				

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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
22802	09/05/18	2372	Chemicals		09/19/18	1014.00	.00	ACH				
VENDOR TOTAL:						7243.59						
VENDOR: 2104 UPS												
24W1X6348	09/05/18	0	Postage		09/19/18	28.38	.00	CHK				
24W1X6358	09/06/18	0	Postage		09/19/18	39.77	.00	CHK				
VENDOR TOTAL:						68.15						
VENDOR: 2201 WRIGHT CHEMICAL, LLC												
1019	09/05/18	2356	Chemicals		09/19/18	3456.00	.00	CHK				
1020	09/06/18	2354	Chemicals		09/19/18	3407.50	.00	CHK				
VENDOR TOTAL:						6863.50						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1041449	09/05/18	2272	Weekly testing and analysis		09/19/18	234.00	.00	ACH				
VENDOR TOTAL:						234.00						
VENDOR: 9909777 EFFICACY SOLUTIONS LLC												
2018005	09/06/18	0	Contract labor-AMI meters		09/19/18	1928.95	.00	ACH				
VENDOR TOTAL:						1928.95						
VENDOR: 9909810 LESLIE DEAN												
776	09/06/18	0	Maintenance		09/19/18	675.00	.00	ACH				
777, 786	09/06/18	0	Maintenance		09/19/18	1600.00	.00	ACH				
VENDOR TOTAL:						2275.00						
GRAND TOTAL:						139457.84						

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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: 110 ARKANSAS ELECTRIC												
03908738	09/06/18	8277	Electrical parts		09/19/18	1100.73	.00	ACH				
VENDOR TOTAL:						1100.73						
VENDOR: 125 AT & T												
3600 - 8/22/18	09/06/18		0 Phone bill		09/19/18	165.20	.00	CHK				
5039 - 8/22/18	09/06/18		0 Phone bill		09/19/18	630.39	.00	CHK				
VENDOR TOTAL:						795.59						
VENDOR: 131 ALTEC INDUSTRIES, INC.												
11010606,11791	09/06/18	8238	Parts and supplies		09/19/18	2127.23	.00	ACH				
50287842	09/06/18	8291	Repairs		09/19/18	1418.52	.00	ACH				
VENDOR TOTAL:						3545.75						
VENDOR: 137 ABILITY WORKS, INC.												
13407	09/06/18	8287	Supplies		09/19/18	124.00	.00	CHK				
VENDOR TOTAL:						124.00						
VENDOR: 146 AT&T												
BLST-67-201807	09/06/18		0 Damages claim		09/19/18	1376.66	.00	CHK				
VENDOR TOTAL:						1376.66						
VENDOR: 190 BALDWIN LIGHTING, INC.												
7336	09/06/18	8211	Poles		09/19/18	11000.00	.00	ACH				
VENDOR TOTAL:						11000.00						
VENDOR: 218 BOGGS, INC.												
17851	09/06/18	8237	Parts		09/19/18	1296.00	.00	ACH				
VENDOR TOTAL:						1296.00						
VENDOR: 232 BRADLEY BAGWELL												
AUG 2018	09/06/18		0 Meter reading		09/19/18	18898.09	.00	ACH				
VENDOR TOTAL:						18898.09						

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VENDOR: 303 C SPIRE WIRELESS												
8/01-8/31/18	09/06/18		0 Phone bill		09/19/18	653.51	.00	CHK				
VENDOR TOTAL:						653.51						
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN												
SEPT 2018	09/07/18		0 Equivalency Tax & Administra		09/19/18	120000.00	.00	CHK				
VENDOR TOTAL:						120000.00						
VENDOR: 308 CITY OF STARKVILLE-FUEL ACT												
AUG 2018	09/06/18		0 Fuel		09/19/18	2442.44	.00	CHK				
VENDOR TOTAL:						2442.44						
VENDOR: 552 EXPRESS SERVICES, INC												
21083746, 125748	09/06/18		0 Temp Office Employees		09/19/18	1843.89	.00	CHK				
VENDOR TOTAL:						1843.89						
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.												
50014265-01	09/06/18		8184 Supplies		09/19/18	250.00	.00	ACH				
50014440-01	09/06/18		8233 Materials		09/19/18	8890.00	.00	ACH				
VENDOR TOTAL:						9140.00						
VENDOR: 1106 LESLIE DEAN												
775	09/06/18		0 Maintenance		09/19/18	500.00	.00	ACH				
VENDOR TOTAL:						500.00						
VENDOR: 1205 LOWE'S												
8/28/18	09/06/18		8290 Supplies		09/19/18	18.92	.00	CHK				
VENDOR TOTAL:						18.92						
VENDOR: 1231 TERRY KEMP												
7/15/18	09/07/18		0 TVPPA Meeting		09/19/18	744.43	.00	ACH				
VENDOR TOTAL:						744.43						

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VENDOR:	1239		LOLLEY REAL ESTATE									
SEPT 2018	09/07/18		0 Storage Rental		09/19/18	900.00	.00	ACH				
					VENDOR TOTAL:	900.00						
VENDOR:	1297		MCI									
4DP90225 - 8/11	09/05/18		0 Phone bill		09/19/18	32.57	.00	CHK				
					VENDOR TOTAL:	32.57						
VENDOR:	1400		NESCO									
026,271,432,605	09/06/18		8269 Electrical supplies		09/19/18	1408.72	.00	ACH				
					VENDOR TOTAL:	1408.72						
VENDOR:	1408		NETWORK BILLING SYSTEMS, LLC									
182435479	09/06/18		0 Phone Bill		09/19/18	367.51	.00	ACH				
					VENDOR TOTAL:	367.51						
VENDOR:	1525		OKTIBBEHA CO. CO-OP									
429381	09/06/18		8288 Uniforms		09/19/18	11.24	.00	ACH				
					VENDOR TOTAL:	11.24						
VENDOR:	1531		MDR CONSTRUCTION, INC.									
605,659,703,766	09/06/18		8289 Contractor		09/19/18	74308.50	.00	ACH				
					VENDOR TOTAL:	74308.50						
VENDOR:	1679		PITNEY BOWES									
9834 - 9/02/18	09/06/18		0 Postage		09/19/18	641.98	.00	CHK				
					VENDOR TOTAL:	641.98						
VENDOR:	1800		RACKLEY OIL, INC.									
489990, 490035	09/06/18		8275 Fuel		09/19/18	93.87	.00	ACH				
					VENDOR TOTAL:	93.87						

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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: 1887 S & S LINE SERVICE										
1954-1955	09/06/18	0 ROW Clearing		09/19/18	6413.60	.00	ACH			
VENDOR TOTAL:					6413.60					
VENDOR: 1917 RONNIE JONES CONST., INC.										
20182058	09/06/18	8278 Gravel		09/19/18	1908.48	.00	CHK			
VENDOR TOTAL:					1908.48					
VENDOR: 1925 SCOTT PETROLEUM CORP.										
1305423	09/06/18	8274 Fuel cylinder refills		09/19/18	42.00	.00	ACH			
VENDOR TOTAL:					42.00					
VENDOR: 1931 STARKVILLE SANITATION DEPT										
AUG 2018	09/07/18	0 Aug 2018 Sanitation Collecti		09/19/18	236819.76	.00	CHK			
VENDOR TOTAL:					236819.76					
VENDOR: 1933 STARKVILLE WATER DEPT										
AUG 2018	09/07/18	0 August 2018 Collections		09/19/18	547127.61	.00	CHK			
VENDOR TOTAL:					547127.61					
VENDOR: 1940 STUART C. IRBY										
S010884590.006	09/06/18	8222 Materials		09/19/18	646.00	.00	ACH			
S010885963.465	09/06/18	8236 Materials		09/19/18	1278.25	.00	ACH			
S010916022.001	09/06/18	8276 Materials		09/19/18	8156.34	.00	ACH			
VENDOR TOTAL:					10080.59					
VENDOR: 1945 SULLIVAN'S										
37420, 440, 441	09/06/18	0 Office supplies		09/19/18	286.34	.00	ACH			
VENDOR TOTAL:					286.34					
VENDOR: 2018 TRADE AMERICA										
22774, 22797	09/06/18	8279 Office supplies		09/19/18	474.49	.00	ACH			
VENDOR TOTAL:					474.49					

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VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
29680	09/06/18	0 Education and training		09/19/18	1364.25	.00	ACH				
VENDOR TOTAL:					1364.25						
VENDOR: 2210 VERIZON WIRELESS											
9813459942	09/06/18	0 AMI M2M Data Usage		09/19/18	564.67	.00	CHK				
VENDOR TOTAL:					564.67						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
45981	09/06/18	0 Water		09/19/18	32.40	.00	ACH				
CLR0918-276	09/06/18	0 Water		09/19/18	20.00	.00	ACH				
VENDOR TOTAL:					52.40						
GRAND TOTAL:					1056378.59						



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 9-18-2018
PAGE: 1

SUBJECT: Request approval of the August 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 August 2018 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	145,389.80	6,854,355.14	-38,394.86	99.44 %
220 - LICENSES AND PERMITS	264,250.00	264,250.00	94,082.95	347,209.75	82,959.75	131.39 %
230 - INTERGOVERNMENTAL REVENUES	9,535,355.00	9,613,879.00	972,573.83	8,699,233.80	-914,645.20	90.49 %
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	47,253.75	459,110.19	-143,389.81	76.20 %
340 - MISCELLANEOUS	195,000.00	206,000.00	14,653.04	289,534.27	83,534.27	140.55 %
360 - CHARGES FOR SERVICES	29,600.00	64,600.00	252.00	57,645.07	-6,954.93	89.23 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,541,700.00	4,534,800.00	115,288.41	2,142,164.26	-2,392,635.74	47.24 %
Department: 000 - UNDESIGNATED Total:	21,982,305.00	22,179,179.00	1,389,493.78	18,849,252.48	-3,329,926.52	84.99 %
Revenue Total:	21,982,305.00	22,179,179.00	1,389,493.78	18,849,252.48	-3,329,926.52	84.99 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,560.00	206,560.00	16,166.39	182,576.56	23,983.44	88.39 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	504.24	17,399.50	3,600.50	82.85 %
Department: 100 - BOARD OF ALDERMEN Total:	227,560.00	227,560.00	16,670.63	199,976.06	27,583.94	87.88 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	417,700.00	386,400.82	28,471.12	347,603.64	38,797.18	89.96 %
500 - SUPPLIES	12,000.00	12,000.00	579.45	6,655.28	5,344.72	55.46 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	1,678.54	18,986.46	2,013.54	90.41 %
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	30,729.11	376,996.38	49,904.44	88.31 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	100.68	1,189.28	310.72	79.29 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	100.68	1,189.28	310.72	79.29 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	147,600.00	153,750.00	11,790.13	134,367.66	19,382.34	87.39 %
500 - SUPPLIES	5,500.00	4,450.00	85.55	1,316.71	3,133.29	29.59 %
600 - CONTRACTUAL SERVICES	76,750.00	95,750.00	8,877.44	112,475.90	-16,725.90	117.47 %
Department: 120 - MAYORS OFFICE Total:	229,850.00	253,950.00	20,753.12	248,160.27	5,789.73	97.72 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	279,358.00	286,047.50	22,340.98	260,419.30	25,628.20	91.04 %
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	5,791.83	70,124.84	-1,124.84	101.63 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	800.00	58,100.93	-8,100.93	116.20 %
Department: 123 - IT Total:	400,858.00	407,547.50	28,932.81	390,132.66	17,414.84	95.73 %
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	29,802.02	335,609.48	51,299.40	86.74 %
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	29,802.02	415,109.48	56,799.40	87.96 %
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	757.35	9,652.54	2,347.46	80.44 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	8,877.66	25,443.43	6,056.57	80.77 %
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	9,635.01	37,613.66	12,886.34	74.48 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	525.00	6,997.50	-1,997.50	139.95 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	525.00	6,997.50	-1,997.50	139.95 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,594.00	67,594.00	5,161.04	59,351.98	8,242.02	87.81 %
Department: 160 - ATTORNEY AND STAFF Total:	67,594.00	67,594.00	5,161.04	59,351.98	8,242.02	87.81 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	203,000.00	175,000.00	13,318.77	174,743.00	257.00	99.85 %
Department: 169 - LEGAL Total:	203,000.00	175,000.00	13,318.77	174,743.00	257.00	99.85 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	211,720.00	215,605.83	16,717.55	193,965.65	21,640.18	89.96 %
500 - SUPPLIES	7,000.00	7,000.00	0.00	4,171.21	2,828.79	59.59 %
600 - CONTRACTUAL SERVICES	46,350.00	42,350.00	811.01	5,329.92	37,020.08	12.59 %
Department: 180 - HUMAN RESOURCES Total:	265,070.00	264,955.83	17,528.56	203,466.78	61,489.05	76.79 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	229,560.00	241,309.88	18,605.82	214,341.64	26,968.24	88.82 %
500 - SUPPLIES	3,750.00	3,750.00	128.00	1,418.79	2,331.21	37.83 %
600 - CONTRACTUAL SERVICES	81,250.00	53,750.00	3,124.34	33,257.92	20,492.08	61.88 %
900 - CAPITAL OUTLAY	5,000.00	15,000.00	900.00	17,065.27	-2,065.27	113.77 %
Department: 190 - CITY PLANNER Total:	319,560.00	313,809.88	22,758.16	266,083.62	47,726.26	84.79 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	65.73	3,875.54	1,124.46	77.51 %
600 - CONTRACTUAL SERVICES	86,200.00	86,200.00	8,273.14	70,384.78	15,815.22	81.65 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	91,200.00	91,200.00	8,338.87	74,260.32	16,939.68	81.43 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	0.00	53,198.00	0.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	100.00	100.00	1,900.00	5.00 %
900 - CAPITAL OUTLAY	76,928.00	76,928.00	7,982.00	66,928.00	10,000.00	87.00 %
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	8,082.00	144,950.00	62,900.00	69.74 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	6,408.28	23,081.86	7,918.14	74.46 %
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	6,408.28	28,081.86	2,918.14	90.59 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	178,665.00	195,815.06	16,420.03	175,710.40	20,104.66	89.73 %
500 - SUPPLIES	2,050.00	2,050.00	903.86	1,857.20	192.80	90.60 %
600 - CONTRACTUAL SERVICES	24,000.00	21,000.00	908.97	10,713.36	10,286.64	51.02 %
800 - DEBT SERVICE	5,245.00	5,245.00	873.90	5,243.39	1.61	99.97 %
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	19,106.76	196,412.34	30,697.72	86.48 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	101,367.00	106,462.01	8,270.94	95,521.08	10,940.93	89.72 %
Department: 200 - POLICE ADMINISTRATION Total:	101,367.00	106,462.01	8,270.94	95,521.08	10,940.93	89.72 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,502,500.00	3,543,787.91	267,434.94	3,035,277.55	508,510.36	85.65 %
500 - SUPPLIES	422,252.00	425,752.00	38,988.91	392,810.38	32,941.62	92.26 %
600 - CONTRACTUAL SERVICES	425,550.00	405,550.00	58,147.74	457,189.24	-51,639.24	112.73 %
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	27,571.98	110,287.92	0.08	100.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	4,088.00	60,214.82	-10,214.82	120.43 %
Department: 201 - POLICE DEPARTMENT Total:	4,500,590.00	4,563,917.91	396,231.57	4,066,635.20	497,282.71	89.10 %
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	23,482.28	268,386.04	16,152.17	94.32 %
Department: 245 - DISPATCHERS Total:	278,500.00	284,538.21	23,482.28	268,386.04	16,152.17	94.32 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	114,850.00	118,964.53	14,770.81	170,741.55	-51,777.02	143.52 %
600 - CONTRACTUAL SERVICES	21,700.00	21,700.00	2,379.90	17,057.61	4,642.39	78.61 %
Department: 250 - NARCOTICS BUREAU Total:	136,550.00	140,664.53	17,150.71	187,799.16	-47,134.63	133.51 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	107,700.00	108,603.65	8,120.08	107,961.92	641.73	99.41 %
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	8,120.08	107,961.92	3,141.73	97.17 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	97,800.00	101,750.11	8,138.38	92,623.29	9,126.82	91.03 %
Department: 260 - FIRE ADMINISTRATION Total:	97,800.00	101,750.11	8,138.38	92,623.29	9,126.82	91.03 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,690,155.00	3,590,155.00	272,823.76	3,265,581.76	324,573.24	90.96 %
500 - SUPPLIES	99,250.00	125,425.00	6,926.70	120,898.13	4,526.87	96.39 %
600 - CONTRACTUAL SERVICES	330,000.00	330,000.00	24,670.07	321,286.93	8,713.07	97.36 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	260,615.00	23,975.43	285,217.04	-24,602.04	109.44 %
900 - CAPITAL OUTLAY	100,000.00	75,000.00	1,278.22	49,069.58	25,930.42	65.43 %
Department: 261 - FIRE DEPARTMENT Total:	4,219,405.00	4,381,195.00	329,674.18	4,042,053.44	339,141.56	92.26 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	262,250.00	262,781.00	21,082.50	218,853.16	43,927.84	83.28 %
500 - SUPPLIES	6,650.00	6,150.00	139.21	5,485.19	664.81	89.19 %
600 - CONTRACTUAL SERVICES	20,500.00	23,000.00	993.75	24,251.46	-1,251.46	105.44 %
800 - DEBT SERVICE	10,664.00	10,664.00	1,325.27	10,208.53	455.47	95.73 %
Department: 281 - BUILDING/CODES OFFICE Total:	300,064.00	302,595.00	23,540.73	258,798.34	43,796.66	85.53 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	15,000.00	21,000.00	3,578.70	14,027.96	6,972.04	66.80 %
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	3,578.70	26,152.24	7,067.76	78.72 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	638,365.00	665,222.00	52,654.14	574,551.00	90,671.00	86.37 %
500 - SUPPLIES	183,500.00	183,500.00	22,561.48	161,098.30	22,401.70	87.79 %
600 - CONTRACTUAL SERVICES	75,500.00	75,500.00	6,291.79	82,883.76	-7,383.76	109.78 %
800 - DEBT SERVICE	19,697.00	19,697.00	451.38	19,383.25	313.75	98.41 %
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	81,958.79	838,522.02	115,396.98	87.90 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	96,520.92	511,267.64	-36,267.64	107.64 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	96,520.92	511,267.64	-36,267.64	107.64 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	88,936.00	115,933.03	6,226.23	87,880.53	28,052.50	75.80 %
500 - SUPPLIES	4,250.00	5,750.00	306.73	3,348.83	2,401.17	58.24 %
600 - CONTRACTUAL SERVICES	19,400.00	19,400.00	2,877.51	19,963.17	-563.17	102.90 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	9,410.47	217,192.53	29,890.50	87.90 %
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	49,856.48	575,885.34	96,173.67	85.69 %
500 - SUPPLIES	140,000.00	144,350.00	11,745.83	155,328.39	-10,978.39	107.61 %
600 - CONTRACTUAL SERVICES	534,170.00	481,670.00	55,911.01	560,310.71	-78,640.71	116.33 %
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	50.00	1,200.00	-1,200.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,326,370.00	1,298,079.01	117,563.32	1,294,724.44	3,354.57	99.74 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	33,800.00	15,711.97	23,413.49	10,386.51	69.27 %
600 - CONTRACTUAL SERVICES	0.00	1,200.00	2,888.50	3,867.01	-2,667.01	322.25 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	35,000.00	18,600.47	27,280.50	7,719.50	77.94 %
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	95,879.45	562,932.30	1,613,386.70	25.87 %
Department: 600 - CAPITAL PROJECTS Total:	2,236,319.00	2,196,319.00	95,879.45	573,310.99	1,623,008.01	26.10 %
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	0.00	1,802,077.37	697,406.63	72.10 %
Department: 800 - DEBT SERVICE Total:	2,499,484.00	2,499,484.00	0.00	1,802,077.37	697,406.63	72.10 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,070,000.00	988,961.57	0.00	4,940.00	984,021.57	0.50 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,070,000.00	988,961.57	0.00	4,940.00	984,021.57	0.50 %
Expense Total:	21,982,305.00	22,179,179.00	1,475,971.81	17,448,427.77	4,730,751.23	78.67 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-86,478.03	1,400,824.71	1,400,824.71	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	8,243.50	8,243.50	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	8,243.50	8,243.50	0.00 %
Revenue Total:	0.00	0.00	0.00	8,243.50	8,243.50	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	4,462.00	4,462.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	132,365.73	136,359.55	2,359.55	101.76 %
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	132,365.73	136,359.55	-94,175.45	59.15 %
Revenue Total:	230,535.00	230,535.00	132,365.73	136,359.55	-94,175.45	59.15 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	1,495.00	3,207.85	792.15	80.20 %
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	1,555.67	105,650.86	-6,222.86	106.26 %
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	3,050.67	118,221.93	112,313.07	51.28 %
Expense Total:	230,535.00	230,535.00	3,050.67	118,221.93	112,313.07	51.28 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	129,315.06	18,137.62	18,137.62	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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
For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	7,982.00	62,969.00	-7,982.00	88.75 %
340 - MISCELLANEOUS	125,000.00	125,000.00	7,500.00	96,989.39	-28,010.61	77.59 %
360 - CHARGES FOR SERVICES	322,958.00	322,958.00	35,863.06	450,045.41	127,087.41	139.35 %
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	51,345.06	610,003.80	-218,905.20	73.59 %
Revenue Total:	828,909.00	828,909.00	51,345.06	610,003.80	-218,905.20	73.59 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	69,809.00	69,809.00	8,365.59	88,454.31	-18,645.31	126.71 %
500 - SUPPLIES	329,750.00	329,750.00	32,980.34	345,560.45	-15,810.45	104.79 %
600 - CONTRACTUAL SERVICES	69,350.00	69,350.00	5,814.89	80,441.65	-11,091.65	115.99 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	1,159.20	65,608.24	-15,608.24	131.22 %
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	48,320.02	580,064.65	248,844.35	69.98 %
Expense Total:	828,909.00	828,909.00	48,320.02	580,064.65	248,844.35	69.98 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	3,025.04	29,939.15	29,939.15	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	7,267.50	345,045.05	-187,389.95	64.81 %
Department: 000 - UNDESIGNATED Total:	532,435.00	532,435.00	7,267.50	345,045.05	-187,389.95	64.81 %
Revenue Total:	532,435.00	532,435.00	7,267.50	345,045.05	-187,389.95	64.81 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	252,229.00	252,229.00	0.00	44,254.75	207,974.25	17.55 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	280,206.00	280,206.00	22,024.80	188,886.81	91,319.19	67.41 %
Department: 515 - RESTRICTED PROJECTS Total:	532,435.00	532,435.00	22,024.80	233,141.56	299,293.44	43.79 %
Expense Total:	532,435.00	532,435.00	22,024.80	233,141.56	299,293.44	43.79 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-14,757.30	111,903.49	111,903.49	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	219,684.75	2,569,610.11	-271,389.89	90.45 %
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	219,684.75	2,682,559.64	-846,940.36	76.00 %
Revenue Total:	3,517,000.00	3,529,500.00	219,684.75	2,682,559.64	-846,940.36	76.00 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	998,225.00	1,039,599.00	78,549.77	885,089.00	154,510.00	85.14 %
500 - SUPPLIES	208,000.00	208,000.00	12,202.35	202,038.58	5,961.42	97.13 %
600 - CONTRACTUAL SERVICES	787,500.00	787,500.00	66,826.60	695,763.56	91,736.44	88.35 %
800 - DEBT SERVICE	97,192.00	97,192.00	9,916.75	90,000.85	7,191.15	92.60 %
900 - CAPITAL OUTLAY	649,232.00	597,751.00	5,102.55	91,489.39	506,261.61	15.31 %
Department: 322 - SANITATION DEPARTMENT Total:	2,740,149.00	2,730,042.00	172,598.02	1,964,381.38	765,660.62	71.95 %
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	42,212.52	23,112.48	64.62 %
500 - SUPPLIES	15,014.00	15,014.00	1,115.03	2,960.50	12,053.50	19.72 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	0.00	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	3,842.93	186,424.01	51,600.99	78.32 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL						
500 - SUPPLIES	8,000.00	8,000.00	940.03	2,781.79	5,218.21	34.77 %
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	940.03	3,470.83	6,529.17	34.71 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,350.00	260,457.00	23,733.12	278,549.38	-18,092.38	106.95 %
500 - SUPPLIES	34,500.00	34,500.00	3,991.75	39,485.53	-4,985.53	114.45 %
600 - CONTRACTUAL SERVICES	43,500.00	43,500.00	3,950.22	34,151.22	9,348.78	78.51 %
800 - DEBT SERVICE	25,476.00	37,976.00	8,898.39	65,441.59	-27,465.59	172.32 %
Department: 341 - LANDSCAPING Total:	353,826.00	376,433.00	40,573.48	417,627.72	-41,194.72	110.94 %
Expense Total:	3,342,000.00	3,354,500.00	217,954.46	2,576,180.64	778,319.36	76.80 %
Fund: 022 - SANITATION Surplus (Deficit):	175,000.00	175,000.00	1,730.29	106,379.00	-68,621.00	60.79 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	273.16	79,453.17	-86,046.83	48.01 %
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	273.16	79,909.67	-96,590.33	45.27 %
Revenue Total:	176,500.00	176,500.00	273.16	79,909.67	-96,590.33	45.27 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	94,460.00	94,460.00	0.00	47,104.58	47,355.42	49.87 %
500 - SUPPLIES	19,800.00	19,800.00	125.16	3,768.31	16,031.69	19.03 %
600 - CONTRACTUAL SERVICES	233,240.00	233,240.00	560.50	62,320.02	170,919.98	26.72 %
900 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	626.30	3,373.70	15.66 %
Department: 323 - LANDFILL Total:	351,500.00	351,500.00	685.66	113,819.21	237,680.79	32.38 %
Expense Total:	351,500.00	351,500.00	685.66	113,819.21	237,680.79	32.38 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-175,000.00	-175,000.00	-412.50	-33,909.54	141,090.46	19.38 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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: 08/31/2018

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	27,852.76	-12,147.24	69.63 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	27,852.76	-12,147.24	69.63 %
Revenue Total:	40,000.00	40,000.00	0.00	27,852.76	-12,147.24	69.63 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	29,647.81	91,528.17	-51,528.17	228.82 %
Department: 112 - COMPUTER ASSESMENTS Total:	40,000.00	40,000.00	29,647.81	91,528.17	-51,528.17	228.82 %
Expense Total:	40,000.00	40,000.00	29,647.81	91,528.17	-51,528.17	228.82 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-29,647.81	-63,675.41	-63,675.41	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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: 08/31/2018

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: 08/31/2018

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: 08/31/2018

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	1,229.48	20,334.55	20,334.55	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	1,229.48	7,027,446.35	7,027,446.35	0.00 %
Revenue Total:	0.00	0.00	1,229.48	7,027,446.35	7,027,446.35	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	0.00	9,643.89	947,258.70	-947,258.70	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	9,643.89	2,908,809.40	-2,908,809.40	0.00 %
Expense Total:	0.00	0.00	9,643.89	2,908,809.40	-2,908,809.40	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-8,414.41	4,118,636.95	4,118,636.95	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	952.22	4,432.58	4,432.58	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	952.22	4,354,378.81	4,354,378.81	0.00 %
Revenue Total:	0.00	0.00	952.22	4,354,378.81	4,354,378.81	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	112,706.45	1,244,223.60	-1,244,223.60	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	0.00	112,706.45	1,264,223.60	-1,264,223.60	0.00 %
Expense Total:	0.00	0.00	112,706.45	1,264,223.60	-1,264,223.60	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-111,754.23	3,090,155.21	3,090,155.21	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2018

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	83,573.40	781,901.44	6,901.44	100.89 %
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	83,573.40	781,901.44	-593,098.56	56.87 %
Revenue Total:	1,375,000.00	1,375,000.00	83,573.40	781,901.44	-593,098.56	56.87 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	425,078.00	425,078.00	5,589.75	360,380.25	64,697.75	84.78 %
900 - CAPITAL OUTLAY	699,922.00	699,922.00	49,414.53	194,230.95	505,691.05	27.75 %
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	55,004.28	750,511.20	624,488.80	54.58 %
Expense Total:	1,375,000.00	1,375,000.00	55,004.28	750,511.20	624,488.80	54.58 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	28,569.12	31,390.24	31,390.24	0.00 %
Report Surplus (Deficit):	0.00	0.00	-88,824.77	8,692,963.33	8,692,963.33	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	-86,478.03	1,400,824.71	1,400,824.71
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	4,462.00	4,462.00
003 - RESTRICTED FIRE FUND	0.00	0.00	129,315.06	18,137.62	18,137.62
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	3,025.04	29,939.15	29,939.15
016 - RESTRICTED AIRPORT	0.00	0.00	-14,757.30	111,903.49	111,903.49
022 - SANITATION	175,000.00	175,000.00	1,730.29	106,379.00	-68,621.00
023 - LANDFILL ACCOUNT	-175,000.00	-175,000.00	-412.50	-33,909.54	141,090.46
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	-29,647.81	-63,675.41	-63,675.41
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	-8,414.41	4,118,636.95	4,118,636.95
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-111,754.23	3,090,155.21	3,090,155.21
375 - PARK AND REC TOURISM	0.00	0.00	28,569.12	31,390.24	31,390.24
Report Surplus (Deficit):	0.00	0.00	-88,824.77	8,692,963.33	8,692,963.33



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

AGENDA ITEM DEPT.: Finance and Administration

AGENDA DATE: 9/18/18

PAGE: 1 of 7

SUBJECT: 2019 Source of Supply

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: Annual Source of Supply quotes received per Mississippi code 31-7-13 (n)

REQUESTING

DEPARTMENT: Department of Finance

DIRECTOR'S

AUTHORIZATION: Lesa Hardin, City Clerk/CFO

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO, 662-323-2525 ext. 3117
Or Joanna McLaurin, Grants Coordinator, 662-323-2525 ext. 3116

SUGGESTED MOTION:

Move approval to accept the lowest and best bids received for October 1, 2018 – September 30, 2019 source of supply listing for the Starkville General City.

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotthlight, must meet all applicable State and Federal Highway Specifications

	Osburn Associate	Vulcan Inc	CPC	G&C	
12" x 6"	2.94	2.33	4.91	3.97	
12" x 18"	8.82	6.68	11.14	6.90	
12" x 36"	17.64	13.60	17.87	12.83	
18" x 18"	13.23	10.02	14.63	9.81	
18" x 24"	17.64	13.60	17.87	13.80	
24" x 24"	23.52	18.60	24.01	19.55	
24" x 30"	29.40	23.24	29.68	20.85	
30" x 30"	36.75	28.31	35.93	25.33	
36" x 36"	52.92	40.78	52.52	40.38	
48" x 24"	47.04	36.24	46.00	36.88	
48" x 48"	94.08	72.50	90.77	73.76	
24" x 24" stop sign	23.52	18.33	26.04	16.98	
30" x 30" stop sign	36.75	27.38	34.59	25.73	
36" x 36" stop sign	52.92	39.41	52.00	36.88	
30" yield	22.05	14.36	21.04	19.69	
36" yield	41.16	19.97	28.11	25.43	

Section 2: Street Sign Blanks (Aluminum, No Holes)	Osburn Associate	Vulcan Inc	CPC	G&C	
6x18x0.080	2.54	2.76	3.18	1.85	
6x24x0.080	3.38	3.56	4.10	2.41	
6x30x0.080	4.23	4.38	5.11	2.94	
6x36x0.080	5.07	5.49	5.50	3.53	
6x48x0.080	6.76	7.20	7.20	4.00	
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	Osburn Associate	Vulcan Inc	CPC	G&C	
24"x24" Stop Sign	4.96	6.36	15.02	6.13	
30"x30" Stop Sign	7.75	9.94	20.01	9.25	
36"x36" Stop Sign	11.16	14.32	30.01	13.26	
30" Yield	4.65	5.50	12.00	9.25	
36" Yield	8.68	6.80	16.43	13.26	
Section 4: Sheet Vinyl	Osburn Associate	Vulcan Inc	CPC	G&C	
6" roll x 50yd white eng grade	66.00	73.04	73.41	76.50	
6"roll x 50 yd black sheet vinly with application tape on front	96.00	127.33	117.54	131.00	

Section 5: Assorted U-Channel Posts:		Vulcan Inc	CPC	G&C	
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50		Vulcan Inc	CPC	G&C	
7 foot		14.87	NO BID	12.85	
8 foot		17.00	18.50	14.69	
9 foot		19.13	NO BID	16.52	
10 foot		21.26	23.12	18.36	
12 foot		25.50	27.74	22.03	
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50		Vulcan Inc	CPC	G&C	
7 foot		11.06	11.72	9.84	
8 foot		12.65	14.15	11.25	
9 foot		14.23	NO BID	12.65	
10 foot		15.81	17.69	14.06	
12 foot		18.97	21.22	16.87	
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12		Vulcan Inc	CPC	G&C	
10 foot		21.26	32.49	19.59	
12 foot		25.50	38.98	23.51	

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12		Vulcan Inc	CPC	G&C	
10 foot		15.81	25.11	15.00	
12 foot		18.97	30.12	18.00	
Section 6: 4-way intersection name signs:					
Galvanized Steel: Black on white baked enamel on					
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets					
Section 7: Street name posts: tubular, galvanized	Osburn Associate	Vulcan Inc		G&C	
2-3/8"x11"	No bid	28.00		19.90	
2-3/8" O.D. pipe caps	3.95	8.75		3.08	
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	3.95	8.75		2.70	
Vulcan signs VSS-2 or equivalen					

***** The sections above are the only sections bid
on for the Street Department******

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67 with bulldog paw prints stenciled in white on side.

	Wastequip **Additional info is provided in bid packet	Plum Creek Environmental		
2 cubic yard() painted	525.00	420.00		
4 cubic yard() painted	695.00	600.00		
6 cubic yard() painted	989.00	745.00		
8 cubic yard() painted	1082.00	950.00		
10 cubic yard() painted	1359.00	1250.00		

Section 3: Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, “SES and up to 4 numbers on the side. Addition information may be included.

		Plum Creek Environmental		
26 gallon		40.00		
32 gallon		47.00		
48 gallon		51.00		
64 gallon		56.00		
96 gallon		60.00		

End of section: Sanitation Department

***** The sections above are the only sections bid
on for the Sanitation Department******



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-18-18
PAGE: 1 of 5

SUBJECT: Request permission to purchase a SCBA Compressor System from Central Alabama Training Solution to replace obsolete and failing compressor system, in the amount of \$9,950.00, the lower of quote options, and to declare the current Scott Compressor surplus and trade in on purchase of new system.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

Channel Innovations Corporation: \$ 25,500.00 new
Central Alabama Training Solutions: \$18,500.00 new
\$ 9,950.00 refurbished

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval to purchase a SCBA Compressor System from Central Alabama Training Solution to replace obsolete and failing compressor system, in the amount of \$9,950.00, the lower of quote options, and to declare the current Scott Compressor surplus and trade in on purchase of new system.



"Supporting Your Commitment to Safety"

August 7, 2018

Starkville Fire Department

Dewayne,

Per our conversation and your request for budgetary quotation, please see the following information related to the Mako Compressors line of breathing air compressor systems that we here at CATS offer.

- (1) NEW Model # EA06H, 6000 PSI, 14.0 CFM, 208/230 Volt, Single Phase Electric Driven, 4 Stage Breathing Air Module, EconoAir Open Frame [complete with automatic drain valve, emergency stop button, hour meter, final stage pressure gauge, visual CO/Moisture indicator, Low Oil Pressure switch, auto start/stop air pressure switch, 10 HP motor, MK2C Grade E purifier (24,000 CF)], 5 year extended Warranty (The extended warranty increases the standard two year parts and labor warranty on the compressor block and purifier by an additional 3 years or 1000 hours.) **\$ 18,500.00 (With trade in of Scott Compressor)**
- (2) Refurbished MAKO Model # BAM06H, 6000 PSI, 14.0 CFM, 208/230 Volt, Single Phase Electric Driven, 4 Stage Breathing Air Module [complete with automatic drain valve, built in muffler reservoir, operations panel with illuminated on/off push buttons, emergency stop button, hour meter, shutdown light package (low oil, high temperature, & high air pressure), Gauge Panel (All Stages Pressure and Oil Pressure), Visual CO/Moisture indicator, 10 HP motor, MK2C Grade E purifier (24,000 CF), and vertically mounted cabinet with insulated and removable door panels], 30 day parts only warranty. **\$ 9,950.00 (With trade in of Scott Compressor)**

The NEW unit must be serviced by factory authorized personnel on a semi-annual basis, OEM components must be used, and the compressor must be run at least one hour per week. If any one of these terms are not met then the warranty coverage reverts back to the standard two year parts and labor warranty coverage. Average yearly cost for service is around \$900 to \$1100.

As you can see I have outlined budgetary pricing for the 6000 PSI systems that you and I discussed. Pricing includes initial air sample and training at start up by CATS personnel. The 208/230 volt single phase power supply the electrical compressor pigtail will need to be supplied by the Starkville Fire Department.

Dewayne, I will close by saying thank you for your time.

We here at CATS trust that the above outlined information will be suitable for the budgeting and purchasing needs of the Starkville Fire Department and further trust that should you need any additional information or assistance, that you will contact us.

May we have the order?

Sincerely,

Mike Macko
Sales/Service Manager
CATS Corp
262 Brown St
West, MS 39192
Cell-601-940-8059
mmacko64@gmail.com

Terms: Net 30

F.O.B. Delivered

Lead Time: 8-10 Weeks ARO on New Unit

Lead Time: 2-3 Weeks ARO on Refurbished Unit

Refurbished Unit is subject to availability

Quote Valid: 60 Days



PMB422
3101 SW 34th Ave #905
Ocala, FL 34474-7447
352-694-7006
352-694-7226 (fax)
info@channel-innovations.com

September 12, 2018

Starkville Fire Department

Dear Dewayne,

Per your request, please see the following quotation for your new stationary compressor:

- One - Mako model BAM06HE1 Breathing Air Module compressor package including:
- Four stage, air-cooled compressor (14 cfm @ 6000 psi)
 - 10 Horsepower electric motor (230V/60Hz/ 1 phase)
 - UL listed electric panel
 - Direct online IEC starter package
 - PLC controller
 - Instrumentation / controls:
 - High air temperature switch
 - Low oil pressure switch
 - Start/stop air pressure switch
 - Gauge panel including:
 - Hour meter
 - High air temperature warning light
 - Low oil pressure warning light
 - High air pressure light
 - Emergency stop button
 - Final stage pressure gauge
 - MK2C purification system
 - CO/Moisture indicator kit
 - Automatic condensate drain with muffler reservoir
 - Enclosed, insulated, vertical cabinet
 - Hinged access door in front
 - Removable, hinged access doors on sides
 - 1/4" JIC male outlet fitting
 - 5 year warranty (conditions apply)
 - Weight: 1300 lbs

System Net Price \$ 25,500.00

Pricing includes freight, delivery, installation, start up and training at start up.

Pricing also includes trade in of the existing unit.

The 230 volt single phase power supply and compressor pigtail would need to be supplied by the customer.

An electrician will need to hook up the system to the house power. The customer will be responsible for arranging for the electrician to handle this after delivery.

May we be of service?

Terms: Net 30 Days
F.O.B. Delivered
Lead Time: 8-10 Weeks ARO
Quote Valid: 90 Days

Sincerely,

Jason Lowe
Channel Innovations



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Consideration of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield for January 1, 2019 through December 31, 2019.

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.

AUTHORIZATION HISTORY:

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

On July 13, 2018 McGriff Insurance Services presented a new plan design proposal to the Board of Alderman for renewal of our employee medical, dental, and vision benefit plans. McGriff presented figures for our third party administrator for the self insurance, Blue Cross Blue Shield, which included a base plan coverage with a higher deductible and a buy up plan that included a premium coverage. There are no changes to the dental and vision plans.

It is necessary for these plans to be approved, so we can move forward with Open Enrollment. Open enrollment is tentatively scheduled for the month of October.

REQUESTING DEPARTMENT:

Board of Alderman

DIRECTOR'S AUTHORIZATION:

Board of Alderman

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor, Sandra Sistrunk, Alderman Ward 2, Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross/Blue Shield for January 1, 2019 through December 31, 2019.

ADMINISTRATIVE SERVICES CONTRACT

between

Blue Cross & Blue Shield of Mississippi, a Mutual Insurance Company,

City of Starkville,

and

Employee Health Protection Plan for City of Starkville

October 1, 2018

(the “Effective Date” of this agreement)

ADMINISTRATIVE SERVICES ONLY AGREEMENT

This Administrative Services Agreement is (“Agreement”) between Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company (hereinafter “Claim Administrator”) and City of Starkville (hereinafter the “Employer”) and Employee Health Protection Plan for City of Starkville (hereinafter “GHP”) is entered into as of October 1, 2018 (the “Effective Date”). The term of the Agreement is for a 12 month period, running October 1, 2018 to September 30, 2019. In consideration of the premises, the mutual understanding of the Claim Administrator, Employer, and GHP, as reflected in this Agreement, the Parties agree to be bound by the following terms and conditions.

WITNESSETH AS FOLLOWS:

WHEREAS, Employer has established and maintains GHP as an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder (“ERISA”); and

WHEREAS, the benefit plans offered by GHP, and sponsored by Employer, for eligible employees and their eligible dependents include a comprehensive major medical program; and

WHEREAS, Employer and GHP desire to retain Claim Administrator to provide certain administrative services with respect to the Benefit Plan; and

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements set forth below, Employer, GHP and Claim Administrator agree as follows:

PART 1 - DEFINITIONS

Terms with capital letters appearing in this Agreement shall have the meaning given to them in the Benefit Plan, as well as applicable state and Federal laws or shall have the following meanings. To the extent terms below are defined in the Benefit Plan, the Benefit Plan definition prevails, as the terms used in this Agreement may be abbreviated.

- A. “Accountable Care Organization (ACO)”** – A group of healthcare Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.
- B. “Benefit Plan”** - the employee booklet outlining the comprehensive major medical program adopted by GHP. The Benefit Plan is identified as follows: Employee Health Protection Plan for City of Starkville, Contract Type C640.
- C. “BlueCard Program”** - A reciprocal agreement between Claim Administrator and other Blue Cross and Blue Shield Plans that provides the opportunity to utilize local Blue Cross and Blue Shield Provider agreements in other states.
- D. “Care Coordination”** – Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member’s healthcare needs across the continuum of care.
- E. “Care Coordinator”** - An individual within a Provider organization who facilitates Care Coordination for patients.
- F. “Care Coordinator Fee”** - A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to Providers periodically for Care Coordination under a Value-Based Program. Care Coordinator Fees are negotiated amounts paid to Providers on a per member per month basis. These fees reimburse Providers for the additional care coordination services provided to Members and are not intended to reflect performance incentives.
- G. “Claim”** - means notification in a form acceptable to Claim Administrator that service has been rendered or furnished to a Covered Person.
- H. “Covered Employee”** - means the person to whom coverage under the Benefit Plan has been extended by GHP and to whom Claim Administrator has directly or indirectly issued an identification card bearing GHP’s Number. For purposes of providing benefits under the Benefit Plan, Covered Employee does not mean a person who has selected Medicare as primary coverage.

- I. “Covered Person” or “Member”** - means the Covered Employee and the Covered Employee’s legal spouse and/or dependent children as specified in the Benefit Plan.
- J. “Global Payment/Total Cost of Care”** - A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.
- K. “Medical Policy”** – A set of formal written guidelines developed by Claim Administrator to assist Claim Administrator in reaching decisions on matters of: 1) Medical Necessity; 2) Covered Services as defined in the Benefit Plan; 3) appropriate adjudication of Claims; 4) Care Management, and 5) quality assessment programs.
- L. “myBlue Group”** – A secure internet portal that provides access to GHP information including, but not limited to, benefits, Payment and billing, and enrollment along with various health and wellness information.
- M. “Negotiated Arrangement”** - An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.
- N. “Network Provider”** – A Hospital, Physician, or Allied Provider who has a Provider Agreement with Claim Administrator pertaining to Covered Services rendered to a Member.
- O. “Payment”** means any of the following activities of a health plan, such as GHP, as relates to a Covered Person (see 45 Code of Federal Regulations § 164.501):
1. Obtaining premium payments;
 2. Determining or fulfilling responsibility for coverage and provision of benefits under the health plan;
 3. Determining an enrollee’s eligibility or coverage;
 4. Coordinating benefits, determining cost sharing amounts, adjudicating or subrogating health benefit claims;
 5. Adjusting risk amounts due based on enrollee health status or demographic characteristics;
 6. Engaging in billing, claims management, issuance of explanations of benefits, collection activities, and related health care data processing;
 7. Obtaining payment under a contract of reinsurance (including stop-loss insurance and excess of loss insurance);
 8. Reviewing health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;
 9. Conducting utilization review, precertification and preauthorization of services, and concurrent and retrospective review of services; and
 10. Disclosure to consumer reporting agencies not more than the demographic data permitted by 45 Code of Federal Regulations § 164.501 (“Payment” ¶ 2(vi)).
- P. “Patient-Centered Medical Home (PCMH)”** - A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- Q. “Protected Health Information”** - means Individually Identifiable Health Information that is transmitted or maintained electronically, on paper, orally or in any other form or medium.
- R. “Provider Agreement”** – An agreement between Claim Administrator and a Network Provider.
- S. “Provider Incentive”** - An additional amount of compensation paid to a healthcare Provider by a Blue Cross and/or Blue Shield Plan, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of Covered Persons.

- T. **“Shared Savings”** - A payment mechanism in which the Provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk. Providers that improve the quality of care and reduce total healthcare spending based upon defined quality and cost targets may receive Provider Incentives.
- U. **“Value-Based Program (VBP)”** - An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

PART 2—CLAIM ADMINISTRATOR’S RESPONSIBILITIES

I. SERVICES PROVIDED BY CLAIM ADMINISTRATOR

- A. During the term of this Agreement, the Claim Administrator agrees to handle the administrative function involved with filing, processing, and Payment of claims incurred on or after the Effective Date in accordance with the Benefit Plan. Claim Administrator’s responsibilities under this Agreement are limited to administering claims on behalf of GHP. As such, Claim Administrator is a service provider, and not a fiduciary with respect to GHP or the Benefit Plan. Further, Claim Administrator does not assume any financial risk or obligation with respect to Claims administered on behalf of GHP. Pursuant to this function the Claim Administrator will perform the following acts:
 - 1. Prepare a standard electronic Benefit Plan utilizing the finalized Benefit Confirmation Report, Administrative Confirmation Report, and any important documentation attached to Claim Administrator’s Blue Form. Claim Administrator will prepare an electronic copy of the initial Benefit Plan and revisions to the Benefit Plan at the time of the Group’s renewal. Any future changes must be made at the next renewal date. This will be a part of the standard administrative fee. Any printed books or additional changes, including revisions to benefits or eligibility requirements requested by the Employer to the Benefit Plan after the initial Benefit Plan or outside of the GHP’s renewal date must be approved by Claim Administrator in writing and will result in additional fees. Retroactive benefit and eligibility changes will not be allowed except where approved by Claim Administrator or otherwise required by law. Benefit Plan will comply with all of the statutory and regulatory requirements applicable to the Summary Plan Description provided for under ERISA, if applicable, the Patient Protection and Affordable Care Act of 2010 as amended by the Health Care Education and Reconciliation Act of 2010 and the implementing regulations (collectively “PPACA”), and any other applicable laws and regulations.
 - 2. Prepare a Summary of Benefits and Coverage in accordance with PPACA and maintain the same in an electronic format located on *myBlue* Group and *myBlue*.
 - 3. Provide suitable facilities, personnel, procedures, forms and instructions for the administration of Claims under the Benefit Plan.
 - 4. Receive, review, process and determine, in accordance with the Benefit Plan and Claim Administrator’s Medical Policy, the qualification for Payment of Claims submitted and make such investigation regarding Claims as may be necessary.
 - 5. Make Payment of amounts due with respect to Claims which qualify for Payment under the Benefit Plan.
 - 6. Provide access to customer service representatives.
 - 7. Provide administrative advice on disputed Claims.
 - 8. Provide notices of Payment of benefits and denial of Claims for non-covered services.
 - 9. Coordinate benefits as outlined in the Coordination of Benefits section of the Benefit Plan.
 - 10. Determine, in accordance with the Benefit Plan and based on information from GHP, the eligibility of employees and dependents for coverage under the Benefit Plan.

11. Identify, investigate and administer Claims which may involve third party liability and for which there is a potential for collection under the terms of the Benefit Plan of amounts paid to, or on behalf of, Covered Persons through subrogation of their rights of reimbursement in connection with a claim for Covered Services. Claims Administrator will not be required to initiate court proceedings for the recovery of the third party liability. In the event this Agreement is terminated, Claim Administrator will discontinue this service. Upon notification by the GHP of the name and address of the new claim administrator, Claim Administrator will forward a copy of any subrogation files to the new claim administrator.
12. Utilize the “Pay and Pursue” method when administering Claims which involve a subrogation lien. The “Pay and Pursue” method is subject to exceptions when, for example, Claim Administrator conducts investigations prior to Payment for filed Claims related to motor vehicle accidents or work related injuries.
13. Provide initial and electronic standard identification cards for Covered Persons. Any additional cards may be subject to additional cost.
14. Make every reasonable effort to recover any overpayment or mistaken Payment of Claims, but Claim Administrator will not be required to initiate court proceedings for such recovery or defend on GHP’s behalf.
15. Provide annually, upon the request of GHP:
 - a. an estimate of the Benefit Plan’s incurred benefit costs, and
 - b. an analysis of Benefit Plan benefits and desirability of Benefit Plan modification.
16. Make available for inspection by GHP or GHP’s auditor for any three (3) years during the continuance of this Agreement and for three (3) years thereafter, the Claim Administrator’s books and records that may have a bearing on this Agreement; provided, however, that any examination of individual benefit Payment records will be conducted in a manner agreed to by GHP and the Claim Administrator to protect the confidentiality of Claim Administrator’s proprietary information and the individual’s Protected Health Information.
17. Provide notification and tender the defense of any litigation where GHP is the real party in interest. GHP shall provide reasonable assistance and cooperation to remove Claim Administrator from any litigation where it is not a proper party.
18. Fund all Claims over the individual specific stop-loss deductible amount as defined in GHP’s excess risk insurance policy (hereinafter “Reinsurance”). This Section applies only when GHP has elected to have Claim Administrator fund all Claims over the individual specific stop-loss deductible amount as defined in GHP’s Reinsurance.
19. File aggregate and specific stop-loss claims with the Reinsurance carrier. This Section applies only when GHP has elected to have Claim Administrator file aggregate and specific stop-loss claims with the Reinsurance carrier. GHP and Employer acknowledge that while Claim Administrator will make reasonable efforts to file all specific stop-loss claims with the Reinsurance carrier prior to the end of the plan year, Claim Administrator cannot and does not guarantee that all aggregate and specific stop-loss claims will be filed with the Reinsurance carrier prior to the end of the plan year. GHP and Employer will hold Claim Administrator harmless for any damages, costs or expenses caused by aggregate and specific stop-loss claim not being filed by the end of the plan year.
20. Provide in a timely manner to GHP the Claim Administrator’s standard electronic reporting package. The standard reporting package consists of those reports available on myBlue Group. These reports shall be provided exclusively on myBlue Group. Any non-standard or ad hoc reports are subject to approval of Claim Administrator and additional cost.
21. Provide a process for individual benefit determinations and appeal procedures in accordance with standards established by Claim Administrator and any applicable statutory or regulatory requirements. In the event GHP initiates an independent appeals process from the one established by the Claim Administrator, GHP assumes full responsibility for

the process. GHP will also indemnify and hold harmless Claim Administrator from any damages, lawsuits, judgments or attorney fees incurred by Claim Administrator as a result of GHP's appeal decisions.

22. Claim Administrator will not intentionally manipulate the Payment of Claims or their application to deductibles or other limits in order to create a Claim.

B. Claim Administrator agrees to provide Care Management programs to ensure cost effective health care in the most appropriate setting. These programs include the following:

1. **Utilization Management**

- a. **Pre-admission Certification** is performed to determine the Medical Necessity and most appropriate setting for a Covered Person's admission to a non-delegated facility. Certification must be performed within one business day of receipt of the information necessary to complete the review process.
- b. **Prior Authorization** to determine that services, procedures, supplies, equipment, or prescription drugs are Medically Necessary and that the medical setting, such as the level of care and place of treatment, is clinically appropriate.
- c. **Continued Stay Review** to determine the Medical Necessity of continued hospitalization beyond the initially approved length of stay.
- d. **Case Management** involving ongoing case reviews to identify the appropriateness of more cost-effective, but quality alternative care of high risk, high cost, and/or catastrophic cases. Alternative services include, but are not limited to, home infusion therapy, home health care and hospice care.
- e. **Discharge Planning** on and during admission to promote timely discharge and help prevent unnecessary readmissions.
- f. **Medical Necessity Review** is performed to determine what services, treatments, procedures, equipment, drugs, devices, or supplies furnished by a covered Provider are Medically Necessary.

2. **Network Providers**

- a. A program based on an agreement between Claim Administrator and contracted Providers designed to assist in securing affordable health care services.
- b. Network Providers agree to file claims on behalf of the patient and to accept Claim Administrator's Payment, plus any applicable Deductible and/or Coinsurance/Co-payment, as Payment in full for Covered Services, support Claim Administrator's Care Management programs, and agree to hold the patient harmless for charges in excess of the Allowable.

3. **Prescription Drug Management Program**

- a. **Community PLUS Pharmacy Network** - a network of independent and chain retail pharmacies that have entered into an agreement with Claim Administrator, or an affiliate of Claim Administrator, for the purpose of more effectively managing prescription drug costs. Pharmacies participating in the network have agreed to a negotiated price which will be charged at the point of sale for prescription drug purchases.
- b. **Disease Specific Pharmacy Network (if elected by GHP)** - a network of Disease Specific Pharmacies which have expertise in disease states as well as the drugs used to treat disease states. Disease Specific Pharmacies have entered into an agreement with Claim Administrator for the purpose of more effectively managing prescription drug costs. Pharmacies participating in the network have agreed to a negotiated price which will be charged at the point of sale for Disease Specific Drug purchases.

- c. **Prescription Drug Rebate Program** - Claim Administrator maintains a prescription drug formulary (the “Formulary”) listing preferred medications by categories chosen for their therapeutic and cost-effective advantages. The Formulary coverage of medications is determined by Claim Administrator’s Pharmacy and Therapeutics Committee process. The benefit Payment for any medication is not determined by the presence or absence of the medication in the Formulary. Certain manufacturers offer volume discounts in return for inclusion of their products in the Formulary. These discounts or rebates are passed on to GHP.
- d. **Prescription Drug Utilization Program** – a Care Management program, which determines the Medical Necessity of prescription drugs and through which reviews for clinical appropriateness and drug interactions are conducted.

4. **Color Me Healthy!**

If the GHP offers Color Me Healthy! (CMH!), which is a Disease Management Benefit focusing on the treatment and control of metabolic health risks and diseases, the cost of CMH! Care Coordination will be reflected monthly on an invoice summary as well as with an accompanying roster of claims.

5. **Blue Primary Care Home**

GHPs choosing to participate in Blue Primary Care Home will also participate in the Shared Savings Program. The Shared Savings Program establishes quality, outcome, and other performance measurements for Blue Primary Care Home Network Providers designed to improve health outcomes while reducing or minimizing healthcare costs. The Blue Primary Care Home Network Providers participate in savings reimbursed to them through the Shared Savings Program. If the requirements are not met, there are no savings distributed. The GHP will participate in the Shared Savings Program with other self-insured and insured plans, not independently. The Shared Savings Program impact will be reflected on a monthly claim billing invoice after the first year, and may be adjusted quarterly thereafter following the initial year of participation.

II. PAYMENT OF BENEFITS

- A. Payment by Claim Administrator of any Claims under the Benefit Plan shall be in accordance with Claim Administrator’s standard practice and in accordance with applicable state and federal statutes and regulations.
- B. Claim Administrator shall send an electronic Claims Billing Summary Report to GHP on a three-time-per-month billing cycle. The Claims Billing Summary Report will indicate:
 - 1. the amount of reimbursement for Claim Administrator funds used in the Payment of GHP’s Claims, and
 - 2. the amount of the administrative and access fees for the BlueCard Program (see Article IV).
- C. Payment of the total amount specified on the Claims Billing Summary Report will be made three times a month to Claim Administrator on the 7th calendar day of the month following the billing cycle (if the 7th falls on a non-banking day, then payment will be initiated on the first banking day following the 7th). Payment will be made to Claim Administrator via ACH Direct Program from the GHP’s bank account initiated by Claim Administrator.
- D. GHP will be drafted the total amount specified on the Claims Billing Summary Report without regard to Reinsurance funding. Any Reinsurance issues shall be resolved by GHP and shall not impact or be grounds for adjustment to the Payment of Claims billings. Any short Payment of Claims billings will result in the suspension of all services provided by Claim Administrator as outlined in Section II(E) below.

- E. Should the GHP fail to have the funds, as billed, available for Payment on the 7th Calendar day following each billing cycle, the Claim Administrator may take the following action prior to the next billing cycle:
1. Claim Administrator may suspend all administrative services and Utilization Management programs outlined in Article I.
 2. If the funds are not available by the 15th calendar day of the month following the billing cycle (if the 15th falls on a non-banking day, then funds must be available on the first banking day following the 15th), the Agreement will automatically terminate and GHP will be notified.
 3. Should the administrative services be suspended more than once in any twelve month period, the Claim Administrator has the discretion to terminate the Agreement. The Agreement will not be reinstated.
 4. The failure of Claim Administrator to suspend services or to terminate the Agreement due to GHP's failure to have the funds available in their bank account does not preclude the future suspension of services or the termination of the Agreement.

III. **HOSPITAL SAVINGS**

A. **GHP Benefits**

GHP shall be entitled to benefits from: (1) any Participating Hospital Agreement applicable to administrative services groups, and (2) any BlueCard Program between Claim Administrator and a Blue Cross and Blue Shield Plan (see Article IV).

B. **Calculation of Savings**

Claim Administrator will calculate the total savings received by GHP on Covered Services rendered to any Covered Person by any hospital that has signed a Participating Hospital Agreement with Claim Administrator. Of these savings, 100 percent will be passed on to GHP.

IV. **ACCESS TO OUT-OF-STATE HOSPITAL SAVINGS THROUGH THE BLUECARD PROGRAM**

Claim Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Members access healthcare services outside the geographic area Claim Administrator serves, the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Claim Administrator serves, Members obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. Claim Administrator remains responsible for fulfilling its contractual obligations to you. Claim Administrator payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

A. **BlueCard® Program**

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the geographic area Claim Administrator serves, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim – In General

a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on Claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Claim Administrator by the Host Blue.

b. GHP's Liability Calculation

The calculation of the GHP's liability on Claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to Claim Administrator by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, the GHP may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Claim Administrator by the Host Blue may be represented by one of the following:

- (i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- (ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a Claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- (iii) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price the GHP pays on a specific Claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and the GHP is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to the GHP will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds

available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the GHP. If the GHP terminates, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be settled over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

GHP understands and agrees to reimburse Claim Administrator for certain fees and compensation which it is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to GHP are set forth in Exhibit I. BlueCard Program Fees and compensation may be revised from time to time as described in section IV.F below.

B. Special Cases: Value-Based Programs

Value-Based Programs Overview

GHP's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon quality/cost goals in the following ways:

The Host Blue may pass these provider payments to Claim Administrator, which Claim Administrator will pass directly on to GHP as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to GHP via an enhanced provider fee schedule.
- (ii) **Supplemental Factor for Estimated Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for Value-Based Programs without attribution.

When such amounts are billed separately from the price of the Claim, they may be billed as follows:

- Per Member Per Month (PMPM) Billings: Per Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements and/or Care Coordination Fees to accounts are outside of the claim system. Claim Administrator will pass these Host Blue charges directly through to GHP as a separately identified amount on the group billings. This amount may include supporting documentation itemizing the Care Coordination Fees and/or Shared Savings making up the PMPM charge.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If GHP terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be settled over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill Claim Administrator for Care Coordinator Fees for provider services which are invoiced to GHP as follows:

1. Care Coordinator Fees are determined by the number of Members enrolled in a Value-Based Program. There is a charge per Member. Aggregate charges for Care Coordinator Fees are stated within the GHP invoice which includes a supplemental report identifying the Care

Coordinators Fee(s) charged for each individual Member enrolled in a Value-Based Program.

As part of this Agreement, Claim Administrator and GHP will not impose Member cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If Claim Administrator has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to GHP's Members, Claim Administrator will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

C. Return of Overpayments

Recoveries from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from a Host Blue to Claim Administrator they will be credited to GHP's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to GHP as a percentage of the recovery.

D. Nonparticipating Providers Outside Claim Administrator's Service Area

1. Member Liability Calculation

a. In General

When Covered Services are provided outside of Claim Administrator's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Claim Administrator will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, Claim Administrator may pay Claims from nonparticipating healthcare providers outside of Claim Administrator's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Claim Administrator or by applicable state law. In other exception cases, Claim Administrator may pay such Claims based on the payment Claim Administrator would make if Claim Administrator were paying a nonparticipating provider inside of Claim Administrator's service area. This may occur where the Host Blue's corresponding payment would be more than Claim Administrator's in-service area nonparticipating provider payment. Claim Administrator may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Members may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Claim Administrator will make for the Covered Services as set forth in this paragraph.

2. Fees and Compensation

GHP understands and agrees to reimburse Claim Administrator for certain fees and compensation which it is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to GHP are set forth in Exhibit I. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section IV(F) below.

E. Blue Cross Blue Shield Global® Core

2. General Information

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: “BlueCard service area”), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not serviced by a Host Blue.

- **Inpatient Services**

In most cases, if Members contact the service center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their deductibles, coinsurance, etc. In such cases, the hospital will submit Member Claims to the service center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a Claim to obtain reimbursement for Covered Services. **Members must contact Claim**

Administrator to obtain precertification for non-emergency inpatient services.

3. Blue Cross Blue Shield Global Core Related Fees

GHP understands and agrees to reimburse Claim Administrator for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to GHP under Blue Cross Blue Shield Global Core are set forth in Exhibit I if charged separately from the General Administrative Fee. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section IV(F) below.

F. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, Claim Administrator shall provide GHP with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and GHP’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If GHP fails to respond to the notice and does not terminate this Agreement during the notice period, GHP will be deemed to have approved the proposed changes, and Claim Administrator will then allow such modifications to become part of this Agreement.

PART 3—GROUP HEALTH PLAN’S RESPONSIBILITIES

V. RESPONSIBILITIES OF GHP

- A.** GHP agrees to furnish any information required by the Claim Administrator as a result of state or federal law.
- B.** GHP accepts full responsibility and liability for granting any appeal rights to a denied claimant beyond those appeal rights provided for under the Benefit Plan.
- C.** GHP has full discretionary authority to determine eligibility for benefits and/or to construe the terms of the Benefit Plan. If the GHP’s determination is not supported by the language of the Benefit Plan, GHP will indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees incurred by Claim Administrator as a result of such determination.
- D.** GHP acknowledges Claim Administrator will process and administer Claims in accordance with GHP’s Benefit Plan and Claim Administrator’s Medical Policy. In the event GHP instructs Claim Administrator to provide benefits which are outside the scope of GHP’s Benefit Plan or in conflict with Claims Administrator’s Medical Policy, GHP agrees in writing to accept full responsibility for the decision and to provide Claim Administrator with a written request for benefits outside of the scope of the Benefit Plan or in conflict with Claim Administrator’s Medical Policy. Additionally, GHP agrees to indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees which arise from GHP’s decision on such benefits.
- E.** In the event GHP retroactively cancels the coverage of an employee or dependent after Claims have been processed for the individual, GHP agrees to provide funds for the Payment of the Claims. GHP agrees to indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees which arise from GHP’s retroactive cancellation or rescission of coverage.
- F.** GHP acknowledges the retroactive addition of an employee or dependent to coverage may cause coverage issues with the GHP’s reinsurer. Claim Administrator assumes no liability or responsibility for these coverage issues caused by retroactive additions.
- G.** GHP shall enter into an “Assignment of Benefits” agreement wherein GHP will assign individual specific stop-loss benefits to Claim Administrator for reimbursement of Claim Administrator funds utilized for claims over GHP’s individual specific stop-loss amount.
- H.** GHP accepts full responsibility for providing information requested by the Reinsurance carrier in a timely fashion. Claim Administrator shall not be responsible for any loss of Reinsurance funding caused by the GHP’s failure to provide information requested by the Reinsurance carrier. GHP accepts full responsibility for securing Reinsurance. GHP shall provide Claim Administrator a copy of the Reinsurance policy within 30 days after the Effective Date of this Agreement.
- I.** GHP acknowledges that any decisions on its part to pay benefits that are not covered under GHP’s Benefit Plan may result in reinsurance issues with its respective reinsurance carriers. GHP accepts full responsibility for these decisions.
- J.** GHP acknowledges that Claim Administrator is not a party to the Reinsurance policy and is not aware of the terms of the Reinsurance policy. GHP further acknowledges it is solely responsible for ensuring no conflict exists between the terms of the Reinsurance policy and the Benefit Plan. Additionally, GHP agrees to indemnify and hold harmless Claim Administrator, its affiliates and/or subsidiaries and their respective directors, officers and employees against all claims and for any damages, lawsuits, judgments, expenses and attorney fees which arise from any such conflict.
- K.** Employer is solely responsible for ensuring that the GHP is in compliance with Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer’s Plan Administrator (who is not Claim Administrator) is solely responsible for administering the GHP in accordance with

COBRA provisions, providing any notices required by COBRA provisions, and making any and all coverage decisions with regard to the administration of COBRA benefits.

- L.** GHP accepts full responsibility for the distribution of Summaries of Benefits and Coverage to Employer's employees and their dependents under the Benefit Plan in accordance with PPACA and/or guidelines and regulations set forth by the U.S. Department of Labor, the U.S. Department of Health and Human Services and the U.S. Department of the Treasury.
- M.** GHP agrees that it will provide Claim Administrator with the reinsurance terms and contingencies, as agreed to between GHP and its reinsurance carrier, no later than the effective date of the reinsurance agreement. If GHP fails to furnish the reinsurance terms and contingencies to Claim Administrator by the effective date of the reinsurance agreement, all administrative services listed in Part 2 may be suspended by Claim Administrator.

PART 4—EMPLOYER'S RESPONSIBILITIES

VI. EMPLOYER'S OBLIGATIONS

A. Employer to Control GHP

Employer retains full and final authority and responsibility for GHP and its operation. Claim Administrator is empowered to act on behalf of GHP only as stated in this Agreement, or as mutually agreed in writing by Employer and Claim Administrator.

Employer will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirement, that may apply to GHP. Claim Administrator will have no responsibility for GHP's compliance or non-compliance with any applicable federal, state, or local law, rule, or regulation.

Employer's obligation includes, but is not limited to, compliance with all provisions of ERISA, if applicable. This includes those fiduciary responsibilities of administering its GHP and maintaining adequate funding to support the GHP.

B. Underwriting and Benefits Determinations

Employer retains the ultimate responsibility for Claims under the GHP and all expenses incident to GHP, except as Claim Administrator has specifically undertaken in this Agreement. Claim Administrator does not insure or underwrite the liability of Employer or GHP, and has no responsibility for determining the terms of or the benefits to be provided under the GHP.

C. Enrollment Information

Employer is solely responsible for furnishing the information that is required by Claim Administrator. This includes, but is not limited to, any information that is necessary to enroll employees and their dependents under the Benefit Plan, process terminations, and effect changes in family and membership status. Employer acknowledges and agrees that such information may be collected and transmitted electronically, including internet transmission.

D. Information Required by Law

Employer agrees to furnish any information required by the Claim Administrator as a result of state or federal law.

E. Membership Notification

All notification of membership or coverage changes must be through electronic transmission, approved by Claim Administrator and include all information required by Claim Administrator to effect changes.

F. Accuracy of Information

Employer warrants the accuracy of the information transmitted to Claim Administrator and understands that Claim Administrator will rely on this information. Employer agrees to supply or allow inspection of personnel records to verify eligibility as requested by Claim Administrator.

G. Untimely or Inaccurate Information

Employer further agrees that expenses Claim Administrator incurs, if any, as a result of Employer's failure to transmit the information, failure to transmit it in the time period required by Claim Administrator, or failure of correct information being transmitted to Claim Administrator may result in additional fees being assessed to Employer.

H. Summary of Benefits and Coverage

Employer acknowledges and agrees that GHP will furnish and distribute Summaries of Benefits and Coverage to Employer's employees and their dependents under the Benefit Plan in accordance with PPACA and/or guidelines and regulations set forth by the U.S. Department of Labor, the U.S. Department of Health and Human Services and the U.S. Department of the Treasury.

VII. DIRECT PAYMENT TO MEMBER AND PARTICIPATION IN FAVORABLE REIMBURSEMENT AGREEMENTS

GHP agrees that unless otherwise required by law, all benefits payable under the Plan are not assignable, in whole or in part, by the Covered Persons. Claim Administrator will make payment for Covered Services directly to Network Providers, or to Non-Network provider(s) only if the Member provides written direction that benefits for Covered Services are to be paid directly to such Non-Network provider(s). In the absence of such a Provider Agreement or the Member's written direction of payment to a Non-Network provider, all benefits will be payable to the Covered Person and any assignment of such benefits will not be honored.

PART 5—CLAIM ADMINISTRATOR'S COMPENSATION

VIII. COMPENSATION FOR CLAIM ADMINISTRATION

- A.** During the term of this Agreement, GHP agrees to pay Claim Administrator a monthly administrative services fee. Claim Administrator's compensation shall be based on GHP's enrollment as of the date the final bill preparation is completed by Claim Administrator. Note: The aforementioned fees are for Claims processing and other services performed in that month only.
- 1.** The monthly administrative service fee is \$32.50 for each employee covered in the Benefit Plan on or after October 1, 2018. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.
 - 2.** If GHP chooses the bank draft as billed option, on the 7th calendar day of the month (if the 7th falls on a non-banking day, then the payment will be initiated on the first banking day following the 7th) payment will be made to the Claim Administrator via ACH Direct Payment from the GHP's bank account initiated by Claim Administrator. If funds are not available on the 7th calendar day of the month, all administrative services listed in Article I may be suspended by the Claim Administrator.
 - 3.** If the Funds are still not available in the GHP's bank account by the 15th calendar day of the month (if the 15th day falls on a non-banking day, then payment will be initiated on the first banking day following the 15th) the Administrative Services Contract may be terminated immediately by the Claim Administrator.
 - 4.** If the GHP chooses the bank draft as reconciled option, then the GHP has the availability to initiate payment approximately 10 days prior to the due date and 10 days after the due date via the myBlue Group website.
- B.** GHP will provide electronic payment of the total monthly administrative fee as referenced on the electronic invoice received by GHP. Any adjustments to the administrative fee due to changes in coverage (e.g. additions, deletions, etc.) will be adjusted on GHP's electronic invoice for the following month.
- C.** GHP will pay the total monthly administrative fee as referenced on the invoice received by GHP. Any adjustments to the administrative fee due to changes in coverage (e.g. additions, deletions, etc.) will be adjusted on GHP's invoice for the following month.

- D.** Should the expense of administrative services increase due to benefit changes or other mutually agreed upon changes in services or procedures provided under this Agreement, the Claim Administrator may adjust the administrative fee accordingly, such adjustment to be effective on the date the changes take effect, subject to prior approval from GHP. Changes in administrative services and procedures will not be implemented until GHP agrees to the adjustment in the administrative fees. GHP will not unreasonably withhold approval for the adjustment of the administrative fee. In the event GHP fails to approve the increase in the administrative fee within thirty (30) days after receipt of a notice to increase from the Claim Administrator, Claim Administrator, at its discretion, may immediately terminate the Agreement without any additional notice to GHP; provided, however, that the Claim Administrator shall give written notice of any such termination to GHP immediately thereafter.

IX. REINSURANCE PREMIUMS

- A.** Timely payment of the reinsurance premiums is the responsibility of the GHP. Claim Administrator will collect the reinsurance premiums from the GHP and distribute the premiums to the reinsurance carrier in a timely manner; however the responsibility of timely payment of the premiums belongs to the GHP. Claim Administrator will not be held responsible for GHP's failure to pay the reinsurance premium in a timely manner. GHP acknowledges that Claim Administrator is not a party to the Reinsurance arrangement that exists between the GHP and its reinsurer and has no obligations with regard to same aside from those specifically provided for herein. This Section only applies when GHP has elected to have Claim Administrator collect the reinsurance premiums and distribute them to the reinsurance carrier.
- B.** The due date of the monthly premium is the first day of each month.
- 1.** If the GHP chooses the bank draft as billed option, then on the 7th calendar day of the month (if the 7th falls on a non-banking day, then payment will be initiated on the first banking day following the 7th), payment will be made to Claim Administrator via ACH Direct Payment from the GHP's bank account initialized by Claim Administrator. If funds are not available on the 7th day of the month for which the premiums are due, all administrative services listed in Article I may be suspended by the Claim Administrator.
 - 2.** If the GHP chooses the bank draft as reconciled option, then the GHP has the availability to initiate Payment approximately 10 days prior to the due date and 10 days after the due date via the myBlue Group website.
 - 3.** If the Funds are still not available by the 15th calendar day of the month (if the 15th day falls on a non-banking day, then the activity will be initiated on the first banking day following the 15th), Claim Administrator may not be able to distribute the premiums to the reinsurance carrier in the allowed time period. GHP's reinsurance may be terminated for non-payment.
 - 4.** Should the reinsurance premiums change, Claim Administrator will adjust the billing accordingly, such adjustment to be effective on the date of the change.

PART 6—MISCELLANEOUS

X. TERMINATION

A. Termination With or Without Cause

Any Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice. This provision does not supersede Claim Administrator's rights to automatically terminate this Agreement for the GHP's failure to remit funds as outlined in Section II.D, above.

B. GHP Benefit Plan Termination

Claim Administrator may terminate this Agreement on the date GHP's Benefit Plan is terminated.

C. Automatic Termination by Claim Administrator

Notwithstanding the provisions of Section A above, this Agreement will terminate automatically upon the occurrence of any of the following events, as determined by Claim Administrator:

1. GHP's failure to remit fees, funds or late Payments as outlined in Sections VII, VIII and IX above;
2. GHP's Benefit Plan is terminated;
3. The Claim Administrator reasonably believes that GHP does not have the financial ability to adequately fund the Benefit Plan, and GHP has failed to immediately provide adequate assurances of such ability to Claim Administrator.
4. GHP or Employer otherwise materially breaches this Agreement.

D. Payment of Fees Upon Termination

1. Termination of this Agreement for any of the reasons provided for herein does not relieve GHP from its obligations to reimburse Claims Payments, and pay any and all fees accrued through the date of termination.

E. Run-out Agreement

Upon termination of this Agreement, Claim Administrator may, at Claim Administrator's sole discretion, continue to perform services with respect to any Claims incurred prior to the effective date of termination for 60 days following termination of the Agreement. The administrative fee for these services will be determined at the time of the termination of this Agreement and be set forth in a separate run-out agreement. Moreover, Claim Administrator will cooperate with Employer to develop, as promptly as possible, a comprehensive plan for transferring services back to Employer or to another service provider designated by Employer. To the extent permitted by law, Claim Administrator will assist Employer in transferring the Claim Administrator's responsibilities in an expeditious manner in order to minimize the possibility of discontinuity or disruption to Employer. If there is commencement of a bankruptcy proceeding by or against the GHP or Employer under the United States Bankruptcy Code, run-out shall not be available.

XI. LIABILITY AND INDEMNITY

- A. GHP is contracting with the Claim Administrator only for the administrative services specifically listed in Article I of this Agreement. GHP retains the final authority for the Payment of Claims filed under the Benefit Plan, it being understood that Claim Administrator functions in an administrative capacity only subject to the direction of GHP. The Parties agree that Claim Administrator does not underwrite or insure the participants in the Benefit Plan and that Claim Administrator is subject to the direction of GHP with respect to any questions regarding eligibility for Payment, the amount of Payment, and any controversy involving employees and dependents with respect to the Plan. GHP also retains the ultimate responsibility for all expenses incident to the Benefit Plan and for compliance with all federal and state laws except as specifically assumed in this Agreement by the Claim Administrator.
- B. GHP agrees it is solely responsible for premium taxes on Benefit Plan payments, if any and that Claim Administrator will not be responsible for the payment of any such premium taxes. .
- C. Claim Administrator agrees to defend, indemnify and hold harmless GHP for any damages, lawsuits, judgments, expenses and attorney fees resulting from or arising out of dishonesty, fraud, criminal conduct or gross negligence with respect to this Agreement on the part of Claim Administrator, its employees, officers or directors.

XII. LAW AND VENUE

This Agreement shall be construed and interpreted under the laws of the State of Mississippi except where preempted by federal law. GHP and Employer consent to the jurisdiction and venue of the federal and state courts located in Rankin County, Mississippi.

XIII. ATTORNEY FEES

If Claim Administrator incurs any attorney fees, court costs or expenses of any kind due to GHP's or Employer's breach of any provision of this Agreement, GHP or Employer shall be liable for such costs and shall reimburse Claim Administrator for such costs.

XIV. AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended by written agreement between Claim Administrator, Employer, and GHP except as otherwise permitted by automatic operation under this Agreement.

XV. MULTIPLE ORIGINALS

This Agreement has been executed in multiple originals, any one of which may be used for any purpose without the necessity of accounting for the others.

XVI. INDEPENDENT CORPORATION

GHP and Employer each on behalf of itself and its participants hereby expressly acknowledge their understanding that this Agreement constitutes a contract solely between GHP, Employer, and Blue Cross & Blue Shield of Mississippi, as Claim Administrator. Claim Administrator is an independent corporation operating under a license from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Claim Administrator to use the Blue Cross and Blue Shield Service Marks in the State of Mississippi, and that Claim Administrator is not contracting as the agent of the Association. GHP and Employer further acknowledge and agree that they have not entered into this Agreement based upon the representations by any person other than Claim Administrator and that no person, entity, or organization other than Claim Administrator shall be held accountable or liable to GHP or Employer for any of Claim Administrator's obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Claim Administrator other than those obligations created under other provisions of this Agreement.

XVII. TRADEMARKS AND TRADENAMES

Each Party to this Agreement reserves the right to the control and use of its name, symbols, trademarks, tradenames, service marks, and copyrights presently existing or later established. No Party to this Agreement shall use another Party's name, symbols, trademarks, tradenames, or service marks in advertising, promotional materials, or otherwise, without the prior written consent of such other Party. Any permitted use shall terminate upon the termination of such consent or upon termination of this Agreement, whichever first occurs.

XVIII. AGREEMENT

This Agreement and any referenced attachments (attached hereto and incorporated by reference herein) contain the entire agreement between the Parties relating to the subjects addressed herein. Any prior agreement, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement shall be of no force or effect.

XIX. SEVERABILITY

If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

XX. WAIVER OF BREACH

Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

XXI. DISCLOSURE OF CONFIDENTIAL CLAIMS DATA

During the term of this Agreement, either GHP or Employer may request that Claim Administrator provide Protected Health Information or data to GHP, Employer and/or their designated representatives. The Parties agree that Claim Administrator will provide Protected Health Information only as permitted under the terms of this Agreement and as permitted by law.

GHP and Employer each agrees that they will maintain any and all such information or data provided by Claim Administrator that constitutes Protected Health Information in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rules and any other applicable state or Federal law. GHP and Employer each agrees to use such information solely for legally permissible purposes pursuant to the requirements of various federal and state laws and regulations, whether now existing or hereafter enacted. GHP and Employer represent that they and/or their designated representatives have specific legally permissible purposes for requesting any information from Claim Administrator. GHP and Employer warrant that they and/or their designated representatives have in effect internal procedures to prevent the unauthorized and/or legally impermissible disclosure and/or use of such Claims data.

GHP and Employer agree to defend, indemnify and hold harmless the Claim Administrator, its officers, directors, employees and agents against any and all claims, lawsuits, judgments, attorney fees, costs and expenses of whatever kind and nature arising out of or resulting from Claim Administrator's release of this information containing medical or other data of a confidential nature to GHP, Employer and/or their designated representatives.

XXII. NOTICES

Any notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to Claim Administrator at Post Office Box 1043, Jackson, MS 39215-1043, and to GHP at 101 E. Lampkin Street, Starkville, MS 39759. Notice shall be effective on the date indicated on the return receipt.

XXIII. GENERAL CONFIDENTIALITY

This Agreement and the information provided pursuant to the same is confidential information. This confidential information includes, but is not limited to reimbursement information and marketing information. Said confidential information shall be treated as confidential, proprietary, or trade secret information. This obligation of confidentiality shall not apply to (a) Information that at the time of the disclosure is in the public domain; (b) Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (c) Information that the disclosing Party can establish by reasonable proof was in the disclosing Party's possession at the time of original disclosure; or (d) Information that the disclosing Party receives from a third party who has a right to disclose it to the disclosing Party.

XXIV. AGENT DISCLOSURE OF COMMISSION

GHP and Employer acknowledge that their agent has disclosed to them in writing the existence of all compensation.

SIGNATURES

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective Officer who has been duly authorized to execute this Agreement.

CLAIM ADMINISTRATOR:

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI, A
MUTUAL INSURANCE COMPANY

BY: _____
Cheri D. Green
Corporate Secretary

Date: _____

EMPLOYER:

CITY OF STARKVILLE

BY: _____

Title: _____

Date: _____

GROUP HEALTH PLAN:

EMPLOYEE HEALTH PROTECTION PLAN FOR
CITY OF STARKVILLE

By: _____

Title: _____

Date: _____

EXHIBIT I

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: City of Starkville

Group Numbers: 67142, 67143, 67144, 67145, 67146, 67147, 67148, 67149, and 67151

Effective Date: October 1, 2018 through September 30, 2019

General Administrative Fee (See also Section VIII(A)(1):	\$32.50 per employee per month
Inter-Plan Arrangements Fees:	
<i>BlueCard Program Fees</i>	
Access Fees:	In 2018, 4.30% of network savings, capped at \$2,000.00 per claim. In 2019, 4.17% of network savings, capped at \$2,000.00 per claim.
Administrative Expense Allowances (AEAs):	\$5.00 per claim professional and \$11.00 per claim institutional.
Nonparticipating Provider Claims Processing Fee:	\$3.00 per claim for out-of-network claims.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1-3

SUBJECT:

Request authorization to advertise for a Community Development Director in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 19, Annual Salary range of \$78,000 (\$37.50 hour) - \$98,429.16 (\$47.32 hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was held by Buddy Sanders who resigned.

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 Director in the Community Development Department.



Job Title: Community Development Director
Direct Report: Mayor and Board of Aldermen
Date Prepared: 9/5/18

FLSA: Exempt/Grade 19
Department: Community Development
Approved by Board: _____

POSITION SUMMARY:

The purpose of this position is to provide leadership and guidance to the Community Development Department, which includes Planning Professionals, Building Inspectors, Codes Enforcement Officers and Support Staff all working towards a shared mission of providing professional services to coordinate, enhance, maintain, and develop the City's orderly growth.

This is accomplished by providing direction and leadership to each division; developing and implementing Board authorized policies and procedures; overseeing and delegating responses to inquiries and requests; developing goals and objectives for each area of responsibility; reviewing the status of major projects; and evaluating and recording staff performance.

DUTIES AND RESPONSIBILITIES:

- Supervises personnel and administration of all operations and activities of the Community Development Department. Promotes Staff training and certifications. Handles disciplinary problems, administers the Personnel Manual and conducts periodic performance evaluations of the Community Development Department staff.
- Prepares and manages budgets for the division; conducts fiscal/economic impact studies and cost/benefit analysis to prepare budget projections; develops annual operating budgets; monitors revenues for services; reviews and proposes fee structures for services.
- Prepares long range plans for the department; directs research and surveys; interprets results for use in planning, evaluation and decision making.
- Oversees the City's Comprehensive Plan and its implementation.
- Oversees the development of procedures for reviewing all land use and development applications for all categories of zoning within the City of Starkville including traditional Euclidian zoning and form-based code.
- Identifies needed revisions and policy issues, and reviews and recommends changes/additions to City zoning and building ordinances including preparation and adoption of the latest International Building Codes.
- Provides recommendations, guidance and consultation on any annexation opportunities and plans for the City. Coordinates with city planning staff and reports to the Mayor and Board of Aldermen any zoning and code development needs for annexation projects.
- Monitors and evaluates the efficiency and effectiveness of services, assesses work load, reporting relationships and opportunities for improvements within the services and facilities managed and maintained by each division.
- Oversees the pre-application and development review process for all departments in the handling of preliminary plats, final plats, site plan review and other related development projects.
- Serves as a single point of customer service contact to respond to and resolve complaints, conflicts, concerns and questions from elected officials, city departments, outside agencies, and the public.
- Oversees the overall management of administration, operation and maintenance of Cemetery properties.
- Works closely with the Greater Starkville Development Partnership (The Partnership) in the promotion of business location and expansion in coordination with the City's Comprehensive Plan and Land Use Plan.
- Performs other duties as required.

Knowledge of:

- Municipal planning, site planning and urban design principles; Federal, state and local laws and other laws pertaining land use planning and development.
- Codes, ordinances, and planning regulations and processes.

Ability to:

- Disseminate information in a timely and accurate manner, effectively organize thoughts and manage multiple projects simultaneously.
- Work effectively with development professionals and the public using tact and diplomacy.



- Provide accurate and final interpretation, administration, and enforcement of city ordinances and policies in a fair and impartial manner.
- Communicate effectively, both orally and in writing, in both small and large groups, and in formal and informal settings.
- Be bonded

EDUCATION AND EXPERIENCE GUIDELINES:

Education and/or Experience:

- Bachelor's degree in urban planning, landscape architecture, business administration, public administration, architecture, or a related field
- Six (6) years of progressively responsible job experience with municipal planning and development, zoning, permitting, redevelopment and economic development analysis, administration, enforcement, and consultation.
- 5 years of demonstrated supervisory and management experience.
- Must be computer literate – This position will be heavily computer based (Including but not limited to Microsoft Office Proficiency, iWork permitting software, and all G-Suite Programs
- Must possess a valid MS driver's license and acceptable MVR.

Preferred Education and/or Experience:

- Master's Degree in urban planning, landscape architecture, business administration, public administration, architecture, or a related field.
- Experience with Form Based Code standards.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Working Environment and Physical Demands

The majority of this position's duties are performed in an office environment. Visual and physical ability to work on computers for substantial amounts of time, constant sitting in office chair, standing, frequent walking, writing, bending, and reaching; occasional lifting of items weighing 50 pounds and reaching and lifting above the shoulders. Field visits to inspect sites will occur on a regular basis. Work in the field exposes the employee to all weather conditions and requires the operation of a motor vehicle in a variety of traffic conditions.

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

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

Regular and consistent attendance is a condition of continuing employment.

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

A drug screen is required for this position.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Markez Quinn as the Community Development Administrator in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, annual salary of \$37,440.00 (\$18.00 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Jacqueline Posley who resigned.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Markez Quinn as the Community Development Administrator in the Community Development Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Marlow Rogers as a part-time Maintenance Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Non Exempt (\$11.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position is replacing Denise Marble's part-time position.

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Marlow Rogers as a part-time Maintenance Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Will Murphee as Aircraft Lineman (FBO) in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

This positions will be paid for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position will replace Logan Miller who resigned.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Will Murphee as Aircraft Lineman (FBO) in the Starkville Airport Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Brandy Gann as the Accountant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 15, Exempt Annual Salary of \$54,000.00 (\$25.96 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was held by David Wise who was promoted to the Manager of Accounting and Finance.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Brandy Gann as the Accountant in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Christie Culberson as the Office Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 16, Annual Salary of \$51,000 (\$24.52 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Kris Keel who resigned.

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 hire Christie Culberson as the Office Manager in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 18, 2018
Page: 1

SUBJECT:

Request authorization to advertise for a Executive Administrative Assistant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 11. \$34,502.23 (\$16.59 per hour) to \$37,948.70 (\$18.24 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Christie Culberson, who is being promoted to Office Manager pending Board approval.

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 a Executive Administrative Assistant in the Starkville Utilities Department.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: September 18, 2018
PAGE: 1 of 18

SUBJECT: Consideration of declaring a 1997 Ford F-150, VIN 1FTDF1728VNC25129, one steel grill, one wooden picnic table, one popcorn machine, one ice machine, one ice bin, one stove and range, and one backflow preventer as surplus and authorization to auction on Govdeals.

AMOUNT & SOURCE OF FUNDING: No expense.

FISCAL NOTE: The truck does not run and the value is based on it being used for scrap parts. The value listed for all other items is based on use as scrap metal.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, (662) 323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of declaring the 1997 Ford F-150, VIN 1FTDF1728VNC25129, one steel grill, one wooden picnic table, one popcorn machine, one ice machine, one ice bin, one stove and range, and one backflow preventer as surplus and authorization to auction on Govdeals.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: September 18, 2018
PAGE: 1 of 4

SUBJECT: Consideration of approval to extend concessions lease agreement with Fred Tate until December 31, 2018.

AMOUNT & SOURCE OF FUNDING: No expense.

FISCAL NOTE: Concessions vendor operates concessions facilities in Travis Outlaw Center, both softball concessions stands at the Starkville Sportsplex, and the one concession stand at McKee Park.

AUTHORIZATION HISTORY: Board approved lease agreement with Fred Tate on February 6, 2018 for a term ending September 30, 2018. This would extend the lease with Fred Tate until the end of the calendar year, at which time a request for proposals will be sent out for the 2019 calendar year.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, (662) 323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of the extension of the concessions lease agreement with Fred Tate until December 31, 2018.

FIRST AMENDMENT TO CONCESSION STANDS LEASE AGREEMENT

This agreement, made and entered into this 18th day of September, 2018, by and between the Starkville Parks and Recreation Department, hereinafter called “SPRD” and _____, hereinafter called the “Lessee”, both of which understand as follows:

WHEREAS, SPRD owns and operates 5 concession stands located at the City’s Sportsplex and McKee Park;

WHEREAS, both parties agree that the function of the buildings is to:

- provide well prepared snacks and meals for visitors and spectators to the area
- provide a clean and pleasant atmosphere for visitors and spectators to the area;

WHEREAS, on February 6, 2018, the parties entered into a Concession Lease Agreement to run through September 2018;

WHEREAS, the parties now desire for the lease to continue through December 2018;

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

SPRD agrees to:

1. Pay for general maintenance of the concession stand, both interior and exterior.
2. Not allow other food vendors to sell food at the Sportsplex or McKee Park during recreational games, special events, or tournaments unless agreed to by the concessionaire.
3. Provide the following equipment that is presently within the buildings:

Youth

- 1 refrigerator
- 1 upright drink cooler
- 1 flat drink cooler
- 1 freezer
- 1 popcorn machine
- 1 grill
- 1 hotdog roller
- 1 bun warmer
- 1 nacho cheese warmer
- 1 ice machine
- 1 coffee maker
- 1 chip warmer

Adult

- 1 refrigerator
- 2 standup drink coolers
- 1 freezer
- 1 popcorn machine
- 1 grill

Gym (Inside Multipurpose Facility)

- 2 flat drink cooler
- 1 grill
- 1 refrigerator
- 1 hotdog roller
- 1 popcorn machine

- 1 hotdog roller
- 1 bun warmer
- 1 nacho warmer

McKee Park

- 1 freezer
- 2 standup cooler
- 1 flat cooler
- 1 grill

4. Provide water/electrical service to be supplied to all concession stands.

Lessee agrees to:

1. Be responsible for general clean up and tidiness in and around the concession stands on an ongoing basis. (Lessee can leave garbage bags/boxes outside the door of the concession stand and SPRD will pick them up the next day).
2. Assume responsibility for operation commencing January 19, 2018 until the end of December 2018. Lessee will notify the Park Office if the Concession Stand will not be open during its regularly scheduled times and post a sign at the site indicating the same.
3. Relinquish the concession stand when other parties lease out the concession stand due to tournament, other events, etc. In this event, Lessee agrees to empty all of his/her/its goods, so that the other party can occupy the stand on the day before their event begins.
4. Concession Stands must be filled one hour before game time; no vehicles are allowed after that time.

Indemnification and Waiver:

Lessee shall indemnify, hold harmless, and defend SPRD and/or the City of Starkville, Mississippi, along with 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 any injuries to persons or property arising out of or in connection with Lessee's occupation, operation, and/or use of SPRD's concession facilities. 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 SPRD or the City, any other party indemnified hereunder, Lessee, 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 SPRD and/or the City, an alleged breach of an express or implied warranty by SPRD and/or the City or which arises out of any theory of strict or products liability.

Lessee waives, releases, relinquishes and discharges SPRD and/or 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 Lessee's occupation, operation, and/or use of SPRD's concession facilities whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Lessor - Starkville Parks and Recreation Department

Gerry Logan, Director

Lessee - _____

(Sign Name)

Print Name: _____



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

AGENDA ITEM NO:
AGENDA DATE: September 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to utilize SEDC AutoCue Service. There is a one-time set-up fee of \$15,000. Monthly fees will be based on usage each month.

AMOUNT & SOURCE OF FUNDING: FY 2018 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to utilize SEDC AutoCue Service. There is a one-time set-up fee of \$15,000. Monthly fees will be based on usage each month.



Southeastern Data Cooperative, Inc.
100 Ashford Center North, Suite 500
Atlanta, GA 30338-4865

AutoCue Service Quotation

DELIVERY ADDRESS:
Starkville Utilities PO Box 927 Starkville, MS 39759 Attn: Russel Hamilton rhamilton@starkvilleutilities.com

DATE:
August 23, 2018

PAYMENT TERMS
Net 30 Days

EMAIL: WilliamM@sedata.com for order assistance

SEDC agrees to furnish all equipment, materials, supplies and services as described in detail below in accordance with supported specifications.

QTY	PRODUCT SKU	DESCRIPTION	RETAIL PRICE
AUTOCUE MODULE OPTIONS			
1	ACAB	Account Balance	\$ 2,500.00
0	ACPBC	Payment By Check	\$ -
1	ACPBCC	Pay By Credit Card	\$ 2,500.00
0	SPAN	Switch To Spanish	\$ -
1	MADE	Amount Due	\$ 2,500.00
1	LPAA	Last Payment Amount	\$ 2,500.00
1	ADDE	Due Date	\$ 2,500.00
1	ACOD	Account Status	\$ 2,500.00
AUTOCUE ONE-TIME MODULE COST			\$ 15,000.00
AUTOCUE ONE-TIME CUSTOMIZATION PRICING			
0	ACIVRTC	IVR tree complexity	\$ -
1	ACREC	Number of custom recordings	\$ -
1	ACPORT	Phone number porting	\$ -
AUTOCUE CUSTOMIZATION ONE-TIME COST			\$ -
INBOUND MONTHLY CALL VOLUME PRICING*			
AUTOCUE MINUTES	Up to 5,000	\$0.10 per minute	
	5,001- 10,000	\$0.09 per minute	
	10,001 - 20,000	\$0.08 per minute	
	20,001 - 30,000	\$0.07 per minute	
	31,001 - 40,000	\$0.06 per minute	
	40,001 - 50,000	\$0.05 per minute	
	Greater than 50,000	\$0.04 per minute	

Pricing is valid for 30 days from date above and does not include applicable sales tax, or shipping charges.

AUTHORIZED PURCHASER:	
Name: _____	DATE: _____
Title: _____	Customer PO Number: _____
SIGNATURE: _____	



AutoCue Interactive Voice Response

Features List

Overview

The **AutoCue IVR (Interactive Voice Response) System** can be used by your customers to make payments and check certain account information by dialing a phone number and responding to automated voice prompts.

Features

- User can select to hear voice prompts in English
- Make payments
 - Credit Card payments made by entering the credit card information
 - Credit Card payments using an existing Credit Card profile that was created by the user in Portal or by a CSR in UPN
 - E-Check payments using an existing E-Check profile that was created by the user in Portal or by a CSR in UPN
- Retrieve account information, including:
 - Amount Due (Net Amount in UPN)
 - Account Balance (Bill Amount in UPN)
 - Due Date
 - Last Payment
 - Account Status
- Exit the automated tree and dial an operator
- An Event Log is created for the utility to use for troubleshooting



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

AGENDA ITEM NO:
AGENDA DATE: September 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to accept lowest and best quote for (1) emergency generator and (1) automatic transfer switch for use at the Starkville Utilities Electric Operations Center for \$31,174.00 from Cummings Sales and Service. The current emergency generator located at the Starkville Utilities Electric Operations Center is no longer functioning.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval Request authorization to accept lowest and best quote for (1) emergency generator and (1) automatic transfer switch for use at the Starkville Utilities Electric Operations Center for \$31,174.00 from Cummings Sales and Service.



CITY OF STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF QUOTES
FOR EMERGENCY GENERATOR AND AUTOMATIC TRANSFER SWITCH
FOR STARKVILLE ELECTRIC OPERATION CENTER

BIDDER	SUPPLIER	DELIVERY TIME	TOTAL BASE BID PRICE
Cummins Sales & Service - Jackson, MS	Cummins / ASCO	7-8 Weeks ARO	\$31,174.00
TAW Power Systems, Inc. - Flowood, MS	Kohler / Kohler	12-14 Weeks ARO	\$33,555.00
Taylor Power Systems - Clinton, MS	Taylor / ASCO	13-14 Weeks ARO	\$36,423.00

I hereby certify that this is a true and correct tabulation of the quotes received for one (1) emergency generator and one (1) automatic transfer switch received by Starkville Utilities on September 4, 2018.

Jeffrey Atwell
Jeffrey Atwell, P.E.





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

AGENDA ITEM NO:
AGENDA DATE: September 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization for Stephen Wade and Randall Chriswell to Jackson, TN to attend the Lineman Apprenticeship Lab 4 Underground on October 8-12, 2018 at a total cost not to exceed \$1,770.00 (registration, lodging, meals and mileage) with Advanced Travel for Stephen Wade and Randall Chriswell (registration, lodging and meals) not to exceed \$1,550.00. Total cost for both not to exceed \$3,320.00.

Stephen Wade and Randall Chriswell will be continuing training as part of SED Apprentice Lineman Step Three Qualification.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Stephen Wade and Randall Chriswell to Jackson, TN to attend the Lineman Apprenticeship Lab 4 Underground on October 8-12, 2018 at a total cost not to exceed \$3,320.00 with Advanced Travel.
