



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 20, 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

RECESS MEETING OF TUESDAY, NOVEMBER 20, 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 NOVEMBER 2, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 6, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Employee Introductions: Fire Department – Sidney Jones
Utilities – Marcus Brooks, Brandy Gann, and Madison Smith
Police Department – Justin Butler

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. MODERN WOODMEN HOMETOWN HERO AWARD PRESENTATION

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION TO APPROVE FRONTLINE JOB APPLICATION AND SOFTWARE MASTER SERVICES AGREEMENT.

B. CONSIDERATION TO APPROVE THE TYLER TECHNOLOGIES SOFTWARE AS SERVICE AGREEMENT FOR PAYROLL SOFTWARE.

C. AUTHORIZATION TO PROCEED WITH THE DESIGN, PLANS AND ADVERTISE FOR BIDS FOR THE HIGHWAY 12 PEDESTRIAN IMPROVEMENT PROJECT IN ACCORDANCE WITH THE MDOT LPA PROCESS AND THE MDOT MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION FOR THE MAYOR TO APPROVE ANY NECESSARY AGREEMENTS OR DOCUMENTS.

D. CONSIDERATION OF APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. CONSIDERATION OF A T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT.**

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF THE SPECIAL EVENTS REQUEST FOR THE 2018 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES ON DECEMBER 9, 2018.

- b. CONSIDERATION OF VA 18-10 A REQUEST BY CROSSTOWN DEVELOPMENT FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS FOR THE PROPOSED COTTAGES OF STARKVILLE SUBDIVISION 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.

- c. CONSIDERATION OF FP 18-13 A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +/-9.36-ACRE PARCEL INTO 51 LOTS ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MONTGOMERY AND KERKLING DRIVE IN A R-4A ZONE WITH THE PARCEL NUMBER 105 -15-007.000.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF AMENDING THE CAPITAL IMPROVEMENT DRAINAGE IMPROVEMENT LIST TO ADD OKTIBBEHA DRIVE, DOVER COURT, STARR AVENUE, AND WORLEY STREET.**

- 2. CONSIDERATION OF APPROVING CHANGE ORDER FOR THE HIGHWAY 12 LANDSCAPING PROJECT TO INCLUDE THE AREAS INCLUDED IN PHASE 2 OF THE HIGHWAY 12 PROJECT WITH THE TOTAL ESTIMATED ADDITIONAL COST OF \$52,167.03 TO BE PAID FOR OUT OF BULLYVARD FUNDS.**

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19, 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 OCTOBER 31, 2018 FINANCIAL STATEMENTS.
3. CONSIDERATION OF A LEASE AGREEMENT WITH BANCORP SOUTH IN THE AMOUNT OF \$16,310.00 OVER FIVE YEARS AT 4.08% INTEREST FOR THE LEASE PURCHASE OF A 2019 NISSAN KICKS S TO BE USED BY THE OFFICES OF CITY CLERK, HUMAN RESOURCES, INFORMATION TECHNOLOGY, COMMUNITY DEVELOPMENT AND ENGINEERING.WITH THE FIRST PAYMENT TO BE JANUARY OF 2019.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$11,000.00 TO BE USED TO PURCHASE DRY SUITS FOR DIVING, PORTABLE LIGHTS, AND OTHER TASK FORCE EQUIPMENT, WITH NO COST TO THE CITY.
2. REQUEST PERMISSION TO DECLARE A 1996 FORD CROWN VIC, VIN# 2FALP71W9TX119763, SURPLUS AND SELL ON GOVDEALS WEBSITE.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSFER NICK SHUMAKER FROM THE STARKVILLE FIRE DEPARTMENT TO THE STARKVILLE POLICE DEPARTMENT AS A CERTIFIED POLICE OFFICER.
2. REQUEST AUTHORIZATION TO TRANSFER DONNIE SCALES FROM THE STREET DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS AN EQUIPMENT OPERATOR.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A PART-TIME ATHLETIC ASSISTANT POSITION IN THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF STARKVILLE SPORTSPLEX/MCKEE PARK BASEBALL AND SOFTBALL FIELD SPONSOR PACKET.

2. REQUEST APPROVAL OF UPDATED FACILITY RENTAL AGREEMENT FOR PARKS AND RECREATION FACILITIES.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF POLICE ELEVATOR MAINTENANCE AGREEMENT WITH THYSSSEN KRUPP ELEVATOR CORPORATION.

2. REQUEST PERMISSION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING TO BE USED FOR THE PURCHASE OF THREE (3) TASERS, THREE (3) TASER BATTERIES AND TWELVE (12) FLASHLIGHTS WITH A 25% CITY MATCH OF \$1,241.25.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR AUTOTRANSFORMER FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION (MATERIAL ONLY).

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

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

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-20-18
PAGE: 1 of 4

SUBJECT: Request approval of the minutes of the November 2, 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 November 2, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
November 2, 2018**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 2, 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, David Little, Jason Walker, 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.

Park Director Gerry Logan presented an overview of his recent tournament facility site visit to Grand Park in Indiana which opened in 2014. He also discussed highlights of his attendance at the National Recreation and Park Association Conference.

The Mayor and Board discussed items on the upcoming November 6, 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
NOVEMBER 2, 2018
1:15 p.m.**

- A. CALL THE MEETING TO ORDER**
- B. TOURNAMENT FACILITY SITE VISIT AT GRAND PARK AND NRPA RECAP.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 6, 2018 REGULAR MEETING 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, NOVEMBER 2, 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: 11-20-18
PAGE: 1 of 70

SUBJECT: Request approval of the minutes of the November 6, 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 November 6, 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
November 6, 2018**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on November 6, 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 and Henry Vaughn, Sr. Alderman Roy A. Perkins was absent. 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:

Mayor Spruill asked that Public Appearance A be removed in that Mr. Dennis Long no longer wished to make a public appearance.

Alderman Sistrunk asked to add item IX. E. to the agenda and to consent the item:

Consideration of the resolution urging Mississippi's Congressional Delegation to oppose the Federal Communications Commission's proposed rules regarding cable franchise fees and mixed-use networks.

Alderman Walker asked to move item X. A., Resolution to levy additional 1% Economic, Tourism and Convention Tax, to Public Appearance A and renumber the agenda.

Alderman Carver asked to add items X. D. and X. E. to consent. Both items are Resolutions pertaining to bonds.

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 November 6, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 6, 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 OCTOBER 2, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 16, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

~~A. DENNIS LONG — RENTAL PROPERTY CONSTRUCTION IN STARKVILLE~~

A. DISCUSSION AND CONSIDERATION OF APPROVING A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF CONSTRUCTING, IMPROVING AND OPERATING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES.

B. PRESENTATION BY DALHOFF-THOMAS ON THE INITIAL RENDERINGS FOR THE SPORTS TOURNAMENT FACILITY CONSTRUCTION AT CORNERSTONE PARK AND IMPROVEMENTS TO THE SPORTSPLEX SOCCER COMPLEX.

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION OF RZ 18-08 A REQUEST TO REZONE ALL OF A 19.63 ACRES PARCEL LOCATED ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/- 330FT SOUTH OF THE LYNN LANE INTERSECTION FROM R-1/C-2 TO R-3A AND A PORTION OF 1 PARCEL LOCATED ON SOUTH SIDE OF LYNN LANE +/- 960FT WEST OF THE INTERSECTION WITH SOUTH MONTGOMERY STREET FROM C-2 TO R-3A WITH THE PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF A RESOLUTION REQUESTING A \$1,000,000 BOND APPROPRIATION BY THE 2019 LEGISLATURE TO ASSIST IN CONSTRUCTING THE CITY OF STARKVILLE, MISSISSIPPI'S CORNERSTONE PARK SPORTS TOURNAMENT FACILITY.

B. CONSIDERATION OF ADVERTISING FOR THE UPCOMING VACANCY ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE FACILITY BOARD.

- C. CONSIDERATION OF STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.
- D. CONSIDERATION TO PURCHASE A NISSAN KICKS AT A STATE CONTRACT COST OF \$16,310.00 TO REPLACE THE PRIUS WITH CITY CLERK TO ADVERTISE FOR LEASE FINANCING.
- E. CONSIDERATION OF THE RESOLUTION URGING MISSISSIPPI'S CONGRESSIONAL DELEGATION TO OPPOSE THE FEDERAL COMMUNICATIONS COMMISSION'S PROPOSED RULES REGARDING CABLE FRANCHISE FEES AND MIXED-USE NETWORKS

X. BOARD BUSINESS

- A. CONSIDERATION OF APPOINTING MS. JAMEY BACHMAN TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE TO FILL A VACANT SLOT, WHICH EXPIRED ON SEPTEMBER 30, 2018. THIS WILL BE A THREE-YEAR TERM WHICH WILL EXPIRE DECEMBER 31, 2021.
- B. CONSIDERATION OF THE WARRANTY DEED FACILITATING DEDICATION AND ACCEPTANCE OF THE REMAINING PRIVATE PORTION OF CEDAR CREEK LANE AS A PUBLIC ROAD TO THE CITY OF STARKVILLE MISSISSIPPI.
- C. CONSIDERATION OF THE RENEWAL OF A THREE YEAR SIREN MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS, INC.
- D. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.
- E. RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING

THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2018 CHRISTMAS PARADE TO BE HELD NOVEMBER 26 WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19, 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. CONSIDERATION TO ACCEPT THE BEST BID RECEIVED FROM JAN PRO AT THREE (3) DAYS PER WEEK FOR CITY HALL AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

3. CONSIDERATION TO NAME CADENCE BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE AS OUTLINED IN SECTIONS 27-105-353; AND 27-105-363 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED.

4. CONSIDERATION TO ACCEPT THE BEST BID WITH U S BANCORP GOVERNMENT LEASING IN THE AMOUNT OF \$1,462,910 OVER TWELVE YEARS AT 3.48% INTEREST FOR THE LEASE PURCHASE OF A 2019 E-ONE 100' PLATFORM FIRE TRUCK TO BE USED BY THE CITY OF STARKVILLE FIRE DEPARTMENT WITH THE FIRST PAYMENT TO BE OCTOBER OF 2019.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION OF POLICE PROMOTIONS.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE STARKVILLE STREET DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SIDNEY JONES AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MARCUS BROOKS AS A EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE STREET DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE JUSTIN BUTLER AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST CONSENT TO ACCEPT SERVICE MASTER RESTORATION BY ONE CALL, THE SOLE BIDDER, FOR THE PARKS AND RECREATION JANITORIAL SERVICES CONTRACT.

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 PROCEED WITH AWARDDING THE LOWEST AND BEST QUOTE FOR THE NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT RENEWAL SAMPLING TO WAYPOINT ANALYTICAL IN THE AMOUNT OF \$17,008.00.
2. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FOR THE PLEASANT ACRES SEWER MAIN PIPE TO G & C SUPPLY CO., INC. FOR THE AMOUNT OF \$42,086.38.
3. REQUEST AUTHORIZATION TO PROCEED WITH PURCHASING OF A NEW COLOR PRINTER/COPIER/SCANNER IN THE AMOUNT OF \$6,497.07 IN ACCORDANCE WITH THE LOWEST AND BEST QUOTE FROM MAGNOLIA BUSINESS SYSTEMS.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDDING THE SOURCE OF SUPPLY CONTRACTS FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 PERIOD.

5. REQUEST AUTHORIZATION TO PROCEED WITH AN EMERGENCY PUMP REPAIR FOR THE ACADEMY WELL (WELL NO. 06) FOR REPAIRING THE PUMP BOWLS AS DESCRIBED IN THE PARK & PARKS QUOTE ATTACHED HEREIN, FOR THE AMOUNT OF \$9,294.00. EMERGENCY REQUESTED PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT DELAY TO GIVE COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

6. REQUEST AUTHORIZATION TO PROCEED WITH AWARDED THE CONTRACT FOR THE CONSTRUCTION OF SOUTHWEST STARKVILLE SUBSTATION SITE WORK TO SITE MASTERS CONSTRUCTION, INC. IN THE AMOUNT OF \$1,163,289.58.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 20, 2018 @ 5:30 P.M. IN THE COURTROOM 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 – 29:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 2, 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 November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 2, 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 OCTOBER 16, 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 November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 16, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF A RESOLUTION REQUESTING A \$1,000,000 BOND APPROPRIATION BY THE 2019 LEGISLATURE TO ASSIST IN CONSTRUCTING THE CITY OF STARKVILLE, MISSISSIPPI’S CORNERSTONE PARK SPORTS TOURNAMENT FACILITY .

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi seeking appropriation in the amount of \$1,000,000 from the Mississippi Legislature for construction of the Cornerstone Park Sports Complex” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR CONSTRUCTION OF THE CORNERSTONE PARK SPORTS COMPLEX

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City"), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The City is recognized as a destination for tourism and sporting activities throughout Mississippi. The City has long been instrumental in working to enhance opportunities for local participation in sports and athletic events independently and in conjunction with those presented by Mississippi State University
2. The City’s current park and sports facilities have been and are extensively used by citizens of the city, county and surrounding communities and are currently in need of upgrades, improvements, and increased capacity. Since Starkville is known as the home of Cool Papa Bell and T-Ball, it is the City’s objective to provide those sports legacies a fitting venue.
3. The City has provided over \$900,000 annually to the park system through the City’s general funding structure to support operations and maintenance. Additional funding has been provided through the 2% food and beverage tax that is dedicated solely for capital improvements.
4. The City seeks an additional \$1,000,000 from the Mississippi Legislature to build new facilities that will increase capacity and offer greater opportunities to our youth and families throughout the year.
5. The Oktibbeha County Economic Development Authority recognizes the economic impact of sports tourism in the region, and thus supports the expansion and improvements proposed by the City through the grant of property at Cornerstone Park for the construction and development of new park facilities and consideration of annual funding support.
6. The Oktibbeha County Board of Supervisors supports the bond request as a way to increase recreational and tournament sports opportunities for city and county residents and economic development anticipated from the growth of the sports tournament industry and youth sports activities.
7. The Visitors and Convention Council supports the bond request as a way to provide additional activities to recognize and affirm the City of Starkville, and the surrounding area, as a destination for sporting events and athletic activities across the State of Mississippi and the South.
8. The Greater Starkville Development Partnership supports the bond request as a way to provide notice and acclaim to the businesses in the City with the goal of increasing business and marketing opportunities.
9. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City seeks One Million Dollars (\$1,000,000.00) in appropriations by the Mississippi Legislature from the omnibus bond bill, or any allowable funding source, for the sole purpose of constructing the sports facility at Cornerstone Park for the use of the residents, families, visitors and athletes of the City of Starkville and the surrounding communities and the State of Mississippi.

The motion having received the affirmative vote by a majority of the members present, the Mayor declared the motion carried this day of 6th of November, 2018.

5. CONSIDERATION OF ADVERTISING FOR THE UPCOMING VACANCY ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE FACILITY BOARD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of advertising for the upcoming position on the Golden Triangle Regional Solid Waste Authority Board for a vacancy to expire December 31, 2018” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Statewide Mutual Aid Compact (SMAC) among the State of Mississippi, Mississippi Emergency Management Agency, each County and Municipality, and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies pursuant to Section 33-15-19(A) of the Mississippi Code of 1972, as amended” is enumerated, this consent item is thereby approved.



The State of Mississippi STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised January 2018

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) of the Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

- A. “AGREEMENT”** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B. “REQUESTING PARTY”** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C. “ASSISTING PARTY”** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D. “AUTHORIZED REPRESENTATIVE”** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. “AGENCY”** means The Mississippi Emergency Management Agency.
- F. “EMERGENCY”** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.



- G. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.
- H. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.
- I. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to MEMA.
- J. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.
- K. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix A) to the Assisting Party or to MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency

management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
1. A general description of the damage sustained.
 2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
 3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
 4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
 5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
 6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A, or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER

ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. FOOD, HOUSING, SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

I. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

A. PERSONNEL: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. EQUIPMENT: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

- C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to

the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.



SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
SECRETARY-TREASURER

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____

By: _____
Tribal Chief

APPROVED AS TO FORM:
Attorney General

Date: _____

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

BOARD OF SUPERVISORS
OF _____ MISSISSIPPI
(county)

By: _____

By: _____
President

APPROVED AS TO FORM:
County Attorney

Date: _____

By: _____

ATTEST:
CITY CLERK

CITY/TOWN OF
MISSISSIPPI

By: _____

By: _____
Title:

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____



STATEWIDE MUTUAL AID COMPACT

Date: _____

Name of Government: _____

Mailing Address: _____

City: _____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

1st Alternate Representative

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

2nd Alternate Representative

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

Appendix A

Request for Assistance (REQ-A)

Mississippi Statewide Mutual Assistance Compact (SMAC)

MUTUAL AID REQUEST

Form REQ-A

January 2018

PART 1: TO BE COMPLETED BY THE REQUESTING CITY / COUNTY/ OR STATE

DATE:	TIME:	FROM THE CITY/ COUNTY/STATE OF:
TELEPHONE NO.	FAX NO:	CONTACT PERSON:
TO THE CITY/COUNTY/ STATE OF:		AUTHORIZED REPRESENTATIVE:

SITUATION REQUIRING ASSISTANCE:

SITUATION IS: ☐ Life threatening & requires immediate response ☐ not life threatening, but resource shortages are critical

TYPE ASSISTANCE/RESOURCES NEEDED (for more space use Part V & attach):

DATE & TIME RESOURCES NEEDED:	STAGING AREA:
APPROXIMATE DATE/TIME RESOURCES WILL BE RELEASED:	
AUTHORIZED OFFICIAL'S NAME:	AGENCY: TITLE:
SIGNATURE:	REQUESTOR'S MISSION NUMBER:

PART 2: TO BE COMPLETED BY THE ASSISTING CITY / COUNTY / OR STATE

CONTACT PERSON:	TELEPHONE:	FAX:
TYPE ASSISTANCE AVAILABLE: (for more space use Part V & attach)		

DATE & TIME RESOURCES AVAILABLE:	APPROX. DAILY COSTS FOR LABOR EQUIPMENT & MATERIALS: \$
ESTIMATED TRANSPORTATION COSTS FROM HOME BASE: \$	ESTIMATED TRANSPORTATION COSTS TO RETURN HOME BASE: \$
LOGISTICAL SUPPORT REQUIRED FROM REQUESTING CITY / COUNTY / OR STATE:	

AUTHORIZED OFFICIAL'S NAME:	TITLE:
SIGNATURE:	AGENCY:
DATE: TIME:	MISSION NO:

PART 3: REQUESTING PARTY'S APPROVAL

AUTHORIZED OFFICIAL'S NAME:
SIGNATURE:
TITLE:
AGENCY:
DATE: TIME:

Mississippi Statewide Mutual Assistance Compact (SMAC)

MUTUAL AID REQUEST

PART 4:

ADDITIONAL MISSION INFORMATION
(CONTINUATION OF PARTS 1 AND 2)

APPENDIX B

REIMBURSEMENT

FORM R-2



In-State Reimbursement Form (SMAC, Mission Assignment)

Please complete all fields in gray. Fields in green are automatically calculated.

Event:		Date:
Prepared By / Phone # - E-mail:		
From City/County/State Department of:		Submitted To:
Mission Assignment Number:		Resource Request Number:
Copies of Receipts and Payment Vouchers for Each Claim Are Attached:		☐ Yes ☐ No
Personnel Costs		
Regular Time	\$	
Overtime	\$	
Employer Share of Fringe Benefits	\$	
Total Personnel Costs	\$	0
Travel Costs		
Air Travel	\$	
Auto Rental/Gas/Mileage	\$	
Lodging	\$	
Government Vehicle Costs	\$	
Meals/Tips	\$	
Total Travel Costs	\$	0
Equipment Costs	\$	
Contractual Costs	\$	
Commodities	\$	
Other Costs (Explain in Remarks Section)	\$	
GRAND TOTAL	\$	0
Remarks: 		
Certified and Authorized by:		Signature:
Title:	Date:	
The authorized official of the assisting party certifies that the totals for each category/claim are exact costs expended to perform the services requested. All additional supporting documentation not included will be maintained by the assisting party for a period of three (3) years following the above date of submission and may be obtained for audit purposes by notifying the assisting party authorized official.		

7. CONSIDERATION TO PURCHASE A NISSAN KICKS AT A STATE CONTRACT COST OF \$16,310.00 TO REPLACE THE PRIUS WITH CITY CLERK TO ADVERTISE FOR LEASE FINANCING.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a Nissan Kicks, state contract number 8200042048, at a cost of \$16,310 to be used by the City staff and for the City Clerk / CFO to obtain leasing quotes” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A RESOLUTION URGING MISSISSIPPI’S CONGRESSIONAL DELEGATION TO OPPOSE THE FEDERAL COMMUNICATIONS COMMISSION’S PROPOSED RULES REGARDING CABLE FRANCHISE FEES AND MIXED-USE NETWORKS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution urging Mississippi’s Congressional Delegation to oppose the Federal Communications Commission’s proposed rules regarding cable franchise fees and mixed-use networks” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, URGING MISSISSIPPI’S CONGRESSIONAL DELEGATION TO OPPOSE THE FEDERAL COMMUNICATIONS COMMISSION’S PROPOSED RULES REGARDING CABLE FRANCHISE FEES AND MIXED-USE NETWORKS

WHEREAS, the Federal Communication Commission (“FCC”) has recently released a Second Further Notice of Proposed Rulemaking (“FNPRM”) proposing new rules that, if adopted, likely will have a significant impact on cable franchise fees, PEG channels and other common cable-related obligations in cable franchise agreements;

WHEREAS, the FNPRM would also preempt local regulations of non-cable services provided by certain incumbent cable operators, potentially creating disparities between cable operators and non-cable operators in the applicability of these regulations;

WHEREAS, the FNPRM proposes new rules that would allow all cable-related, in-kind contributions, other than PEG capital costs and build out requirements to be treated as “franchise fees” subject to the 5% franchise fee cap;

WHEREAS, the FNPRM also proposes new rules that would prohibit local franchising authorities (“LFAs”) from regulating the non-cable services offered over cable systems, other than I-Nets, and prohibit LFAs from regulating the facilities and equipment used in the provision of these non-cable services; and

WHEREAS, as a result of the FNPRM and the impact to local governments in regulating cable franchise fees, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, urge Mississippi’s congressional delegation to oppose the FCC’s proposed rules on cable franchise fees and mixed-use networks.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi that it strongly urges Mississippi’s congressional delegation to oppose the FCC’s proposed rules regarding cable franchise fees and mixed-use networks.

Following the reading of the foregoing resolution, Alderman David Little moved for the adoption of the resolution, duly seconded by Alderman Patrick Miller. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

The motion having received the unanimous affirmative vote of the Board of Aldermen of the City of Starkville, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

APPROVED: _____

Mayor D. Lynn Spruill

ATTEST:

[SEAL]

Lesa Hardin, City Clerk

9. CONSIDERATION OF APPOINTING MS. JAMEY BACHMAN TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE TO FILL A VACANT SLOT, WHICH EXPIRED ON SEPTEMBER 30, 2018. THIS WILL BE A THREE-YEAR TERM WHICH WILL EXPIRE DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of appointing Ms. Jamey Bachman to the Oktibbeha County Heritage Museum Committee to fill a vacant slot, which expired on September 30, 2018, to a three-year term which will expire December 31, 2021” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE WARRANTY DEED FACILITATING DEDICATION AND ACCEPTANCE OF THE REMAINING PRIVATE PORTION OF CEDAR CREEK LANE AS A PUBLIC ROAD TO THE CITY OF STARKVILLE MISSISSIPPI.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Warranty Deed facilitating dedication and acceptance of the remaining private portion of Cedar Creek Lane as a public road to the City of Starkville Mississippi” is enumerated, this consent item is thereby approved.

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration of improvements to be made to the property of the Grantors, as the result of the construction and/or improvements of a road known as Cedar Creek Lane, which extends across or contiguous to our land, we the undersigned Grantors, ELIZABETH STACY WEAVER, TROY ALAN WEAVER, BRENT D. WALTON, WENDY C. WALTON, JOHN A. SMITH, LAURA M. SMITH, ROBEN W. DAWKINS, MATTHEW C. THORNTON, SHANNON H. THORNTON, and CYNTHIA P. DOROSH, do hereby convey, release, and warrant to the CITY OF STARKVILLE, MISSISSIPPI, Grantee, the following described property, to wit:

COMMENCING AT THE INTERSECTION OF CENTERLINE OF REED ROAD WITH THE CENTERLINE OF CEDAR CREEK LANE IN THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 14 EAST OKTIBBEHA COUNTY, MISSISSIPPI AND RUN THENCE EAST FOR A DISTANCE OF 910.85 FEET; THENCE SOUTH FOR A DISTANCE OF 2430.34 FEET TO THE CENTERLINE OF CEDAR CREEK LANE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED RIGHT-OF-WAY. SAID RIGHT-OF-WAY BEING 25.00 FEET TO THE RIGHT AND 25.00 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED LINE: THENCE SOUTH 85 DEGREES 30 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 374.23 FEET TO A POINT LOCATED AT THE CENTER OF A 50.00 RADIUS CUL-DE-SAC; THENCE AROUND SAID CUL-DE-SAC A DISTANCE OF 261.80 FEET. SAID PARCEL BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI.

Said property is visually depicted in the survey attached and incorporated as Exhibit "A" as if fully set forth herein.

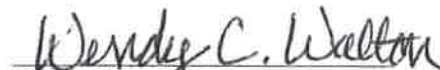
Grantors further release the City of Starkville, Mississippi from any claim, loss, or damage by reason of drainage, change in grade, construction and maintenance of said roadway.

Grantors understand that they are entitled to compensation for this conveyance by law and have donated the property hereby conveyed without money compensation in consideration of the benefits to the Grantors from the Grantee's ownership and maintenance of the road.

The above described property is conveyed subject to all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS OUR SIGNATURES this the 21st day of September, 2018.

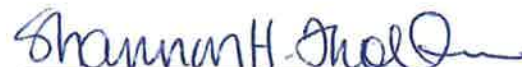

BRENT D. WALTON


WENDY C. WALTON

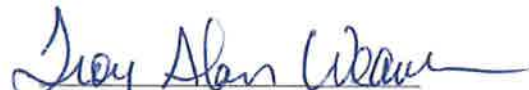

JOHN A. SMITH

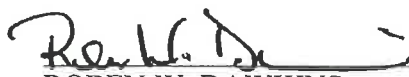

LAURA M. SMITH

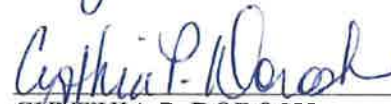

MATTHEW C. THORNTON


SHANNON H. THORNTON


ELIZABETH STACY WEAVER


TROY ALAN WEAVER


ROBEN W. DAWKINS


CYNTHIA P. DOROSH

Grantors' Addresses:

Brent D. Walton
Wendy C. Walton
1406 Cedar Creek Lane
Starkville, MS 39579
(662) 324-9256

Elizabeth Stacy Weaver
Troy Alan Weaver
1394 Cedar Creek Lane
Starkville, MS 39759
(662) _____

John A. Smith
Laura M. Smith
1405 Cedar Creek Lane
Starkville, MS 39759
(662) 341-0927

Roben W. Dawkins
1398 Cedar Creek Lane
Starkville, MS 39759
(662) 418-1111

Matthew C. Thornton
Shannon H. Thornton
1407 Cedar Creek Lane
Starkville, MS 39759
(662) 312-8132, 312-2526

Cynthia P. Dorosh
1400 Cedar Creek Lane
Starkville, MS 39759
(662) 241-5518

Grantee's Address:

City of Starkville, MS
110 West Main Street
Starkville, MS 39759
(662) 324-4012

STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named MATTHEW C. THORNTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:

Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named SHANNON H. THORNTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:

Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

STATE OF Mississippi

COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named JOHN A. SMITH, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:

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Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
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Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named LAURA M. SMITH, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

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STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named BRENT D. WALTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

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STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named WENDY C. WALTON, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

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STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named ELIZABETH STACY WEAVER, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

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STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named TROY ALAN WEAVER, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
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1216 Van Buren
P.O. Box 947
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STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named ROBEN W. DAWKINS, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:
Chris Latimer
Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
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MS Bar #101549

Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

STATE OF Mississippi
COUNTY OF Winston

Personally appeared before me, the undersigned authority in and for the said jurisdiction, the within named CYNTHIA P. DOROSH, who being by me first duly sworn, states on oath and knowledge that he/she signed and delivered the foregoing Warranty Deed as his/her free and voluntary act and deed and for the purpose therein stated.

Given under my hand and official seal this the 21st day of September, 2018.



V. Hampton
NOTARY PUBLIC

My Commission Expires:

This document prepared by:

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Mitchell McNutt & Sams PA
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549



Indexing Instructions: Part of the SE4 of Section 29, Township 19 North, Range 14 East.

Oktibbeha County, MS
I certify this instrument was filed
on 11/09/2018 02:05:32 PM
and recorded in the
Deed
Book 2018 Page 21129 - 21141
Sharon Livingston, Chancery Clerk

11. CONSIDERATION OF THE RENEWAL OF A THREE YEAR SIREN MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS, INC.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a three year siren renewal maintenance agreement with Precision Communication” is enumerated, this consent item is thereby approved.

PRECISION COMMUNICATIONS, INC.

Precision Communications, Inc.
P.O. Box 1685
Tupelo, MS 38802
(662) 844-3118
www.precisioncomm.com
precisioncommunicationsinc@gmail.com

ESTIMATE

Estimate No. 7788
Date

Bill To
STARKVILLE, CITY OF
110 WEST MAIN STREET
STARKVILLE, MS 39759

P.O. Number

Item Description	Qty	Rate	Amount
3 YEAR OUTDOOR WARNING SIREN SYSTEM MAINTENANCE CONTRACT			
SERVICE CONTRACT TO PROVIDE LABOR AT SITE FOR ANNUAL INSPECTION, WHICH WILL INCLUDE INSPECTION OF SPEAKER CLUSTER, SIREN CABINET, AND AC SERVICE FOR ANY SIGNS OF DAMAGE OR LOOSE HARDWARE. LOAD TEST BATTERIES TO INSURE PROPER VOLTAGE, TEST BATTERY CHARGER FOR PROPER VOLTAGE OUTPUT. CHECK ALL CONDUIT FOR WATER TIGHT CONNECTION AND ENTRANCE INTO CABINET, CHECK INTEGRITY OF LIGHTNING PROTECTION AND ANY CORROSION OF CONNECTIONS, OBSERVE POLE FOR ANY SHIFTING OR LEANING, SIREN CABINET: INSPECT FOR ANY FOREIGN MATERIAL OR RODENT INTRUSIONS, CLEAN ALL DRAIN HOLES AND SCREENS, EXAMINE ALL WIRING HARNESSSES AND TERMINATIONS, AND PROPER CONNECTIONS. INSPECT ANTENNAS, COAX, AND RADIO TRANSMIT AND RECEIVE. CHECK FOR PROPER GROUNDING, SPEAKER ARRAY, ANTENNA BRACKET, CABINET BRACKET AND POLE GROUNDING. REPAIR OR REPLACE ANY PARTS OF NORMAL WEAR AND TEAR NOT TO EXCEED \$50.00.		0.00	
PRICE INCLUDES REPLACEMENT OF ALL BATTERIES THE FIRST YEAR.			
12 FEDERAL SIGNAL SIRENS: REPLACE 48 BATTERIES. 5 WHELEN R4 SIRENS: REPLACE 10 BATTERIES.			
TEST EACH SIREN, REPAIR AND REPLACE ANY DEFECTIVE COMPONENTS.			
CITY WILL BE BILLED FOR ANY PARTS OR REPAIR OF PARTS EXCEEDING \$50.00.			
PRECISION WILL REPAIR SIRENS DURING THE LENGTH OF THE CONTRACT WHEN DISPATCHED. NO CHARGE FOR PARTS UNDER \$50.00. NO CHARGE FOR DEFECTIVE BATTERIES DURING YEAR 2 AND YEAR 3.			
FIRST YEAR - 2018 (INCLUDES ALL NEW BATTERIES)	1	14,793.80	14,793.80
SECOND YEAR - 2019	1	9,338.60	9,338.60
THIRD YEAR - 2020	1	9,338.60	9,338.60

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

Subtotal

Discount

12. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the issuance by the City of Starkville, Mississippi, of electric system revenue bonds of the municipality or an electric system revenue bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum principal amount of twelve million dollars (\$12,000,000), in one or more series, to provide funds for the purpose of improving, repairing, and extending the electric system of the municipality; and for related purposes” is enumerated, this consent item is thereby approved.

RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE 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:

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").

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 purpose of improving, repairing, and extending the Electric System (the "Authorized Purpose"), including for the purpose of improving, repairing, and extending all or any portion of the properties, facilities, and assets of the Electric System (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 "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.

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 and the Bank Act.

Pursuant to the provisions of the Municipal Utilities Act, the Bank Act, and other applicable laws of the State, and by resolution adopted September 18, 2018, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose and the Electric System Project, and directed that said resolution be published three times 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, said notice having been published in said newspaper on October 9, 2018, October 16, 2018, and October 23, 2018, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

Said resolution was duly published once a week for at least three (3) consecutive weeks, the third (3rd) such publication on October 23, 2018, being more than ten (10) days prior to November 6, 2018, the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

On or prior to 5:30 pm on November 6, 2018, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan has been filed, nor has any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan been filed.

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Twelve Million Dollars (\$12,000,000), in one or more series, for the Authorized Purpose and the Electric System Project.

The Bonds or the Qualified Obligation will be issued and sold or the Loan obtained, all as pursuant to subsequent orders of the Governing Body.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller 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: aye
Alderman David Little	voted: aye
Alderman Patrick Miller	voted: aye
Alderman Roy A. Perkins	voted: absent
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman Henry N. Vaughn, Sr.	voted: aye
Alderman Jason Walker	voted: aye

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 6th day of November, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A
PROOF OF PUBLICATION OF RESOLUTION OF INTENT
ELECTRIC SYSTEM REVENUE BONDS
The Starkville Daily News
October 9, 2018; October 16, 2018; and October 23, 2018

AFFP

Electric System

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Mary Rumore, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 09, 2018, October 16, 2018, October 23, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Mary Rumore

Classified Clerk

Subscribed to and sworn to me this 23rd day of October 2018.

Mary E. McMillen

Mary E. McMillen, , Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000288 00080170 601-949-4687

Attn: Melanie Parker
Jones Walker - Attorney
P.O. Box 427
Jackson, MS 39205-0427



STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
AFFIDAVIT OF PUBLICATION
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates: October 09, 2018, October 16, 2018, October 23, 2018. That said newspaper was regularly issued and circulated on those dates.
Subscribed to and sworn to me this 23rd day of October 2018.
My commission expires: December 28, 2021

13. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the issuance by the City of Starkville, Mississippi, of combined water and sewer system revenue bonds of the municipality or a combined water and sewer system revenue bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum principal amount of ten million dollars (\$10,000,000), in one or more series, to provide funds for the purpose of improving, repairing, and extending the combined water and sewer system of the municipality; and for related purposes” is enumerated, this consent item is thereby approved.

RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE 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:

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").

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 purpose of improving, repairing, and extending the Combined Water and Sewer System (the "Authorized Purpose"), including for the purpose of improving, repairing, and extending all or any portion of the properties, facilities, and assets of the Combined Water and Sewer System (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 "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.

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 and the Bank Act.

Pursuant to the provisions of the Municipal Utilities Act, the Bank Act, and other applicable laws of the State, and by resolution adopted September 18, 2018, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose and the Combined Water and Sewer System Project, and directed that said resolution be published three times 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, said notice having been published in said newspaper on October 9, 2018, October 16, 2018, and October 23, 2018, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

Said resolution was duly published once a week for at least three (3) consecutive weeks, the third (3rd) such publication on October 23, 2018, being more than ten (10) days prior to November 6, 2018, the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

On or prior to 5:30 pm on November 6, 2018, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan has been filed, nor has any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan been filed.

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

SECTION 2. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Ten Million Dollars (\$10,000,000), in one or more series, for the Authorized Purpose and the Combined Water and Sewer System Project.

The Bonds or the Qualified Obligation will be issued and sold or the Loan obtained, all as pursuant to subsequent orders of the Governing Body.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller 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: aye
Alderman David Little	voted: aye
Alderman Patrick Miller	voted: aye
Alderman Roy A. Perkins	voted: absent
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman Henry N. Vaughn, Sr.	voted: aye
Alderman Jason Walker	voted: aye

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 6th day of November, 2018.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A

**PROOF OF PUBLICATION OF RESOLUTION OF INTENT
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS**

The Starkville Daily News

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

AFFP

water and sewer system

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Mary Rumore, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 09, 2018, October 16, 2018, October 23, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Classified Clerk

Subscribed to and sworn to me this 23rd day of October 2018.


Mary E. McMillen, , Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000288 00080171 601-949-4687

Attn: Melanie Parker
Jones Walker - Attorney (SDN)
P.O. Box 427
Jackson, MS 39205-0427



STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
I, the undersigned, a Notary Public for the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Oktibbeha, Mississippi.
WITNESS MY HAND AND SEAL OF OFFICE this 23rd day of October, 2018.
Mary Elizabeth McMillen
Notary Public
My Commission Expires December 28, 2021
ID # 122510

14. CONSIDERATION OF AND APPROVAL TO ACCEPT THE BEST BID RECEIVED FROM JAN PRO AT THREE (3) DAYS PER WEEK FOR CITY HALL AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the best proposal received from Jan Pro Cleaning Systems at three (3) days per week for City Hall and authorize the City to sign an agreement with said company upon review of the Board Attorney. Jan-Pro Cleaning Systems’ bid was the next lowest bid, at an increase of \$519 more per month than the lowest bid. However, given the City’s prior experience with the lowest bidder, and the expectation of improved services from Jan-Pro, the Jan-Pro bid was deemed to be the best bid pursuant to Miss. Code Ann. § 31-7-13(d)(i)” is enumerated, this consent item is thereby approved.

Company Name	City Hall Quote
Jan- Pro Cleaning Systems	\$1,619.00 per month- 3 days a week- list of services provided- ***Bid documents are attached
Jani King	\$2,484.00 per month- 2 days a week- list of services provided ***Bid documents are attached \$3,508.00 per month- 3 days a week- list of services provided
TCC Facilities Management, INC.	\$1,100.00 per month- 3 days a week-list of services provided

15. CONSIDERATION TO NAME CADENCE BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE AS OUTLINED IN SECTIONS 27-105-353; AND 27-105-363 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to name Cadence Bank as the Municipal Depository for the City of Starkville” is enumerated, this consent item is thereby approved. Request for proposals was advertised in accordance with in MS Code sections 27-105-353; and 27-105-363.

16. CONSIDERATION TO ACCEPT THE BEST BID WITH U S BANCORP GOVERNMENT LEASING IN THE AMOUNT OF \$1,462,910 OVER TWELVE YEARS AT 3.48% INTEREST FOR THE LEASE PURCHASE OF A 2019 E-ONE 100’ PLATFORM FIRE TRUCK TO BE USED BY THE CITY OF STARKVILLE FIRE DEPARTMENT WITH THE FIRST PAYMENT TO BE OCTOBER OF 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a lease agreement with US Bancorp Governmental Leasing in the amount of \$1,462.910.00 over twelve years at 3.48% interest for the lease purchase of a Fire Truck to be used by Starkville Fire Dept” is enumerated, this consent item is thereby approved.

Five quotes received:	12 years	15 years
US Bancorp Leasing	3.48%	3.59%
Sunbelt Fire Apparatus	3.69%	3.84%
Trustmark Bank	3.79%	3.93%
Regions Bank	3.70%	3.77%
Sterling National Bank	3.58%	3.71%

17. CONSIDERATION OF POLICE PROMOTIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the promotion of Henry Stewart to the rank of Captain, promotions of William Durr, William Lott and Kenneth Watkins all to the rank of Lieutenant, promotions of Michael Lay, Brandon Lovelady, Kenley Reaves, Michael Rounds and Joshua Wilson all to the rank of Sergeant, and authorization to retain candidates from the promotion process held on October 9-10, 2018 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of one year” is enumerated, this consent item is thereby approved.

Effective Dates are as follows:

Name	Title	Salary	Effective Date
Henry Stewart	Captain	67,303.60 (\$30.10)	1/4/2019
William Durr	Lieutenant	53,664.00 (\$25.80)	11/9/2018
William Lott	Lieutenant	53,664.00 (\$25.80)	11/9/2018
Kenneth Watkins	Lieutenant	53,664.00 (\$25.80)	1/4/2019
Michael Lay	Sergeants	45,838.00 (\$22.04)	11/9/2018
Brandon Lovelady	Sergeants	45,838.00 (\$22.04)	11/9/2018
Kenley Reaves	Sergeants	45,838.00 (\$22.04)	11/9/2018
Micheal Rounds	Sergeants	45,838.00 (\$22.04)	1/4/2019
Joshua Wilson	Sergeants	45,838.00 (\$22.04)	11/9/2018

18. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE STARKVILLE STREET DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Maintenance Worker in the Starkville Street Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE SIDNEY JONES AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Sidney Jones as a Certified Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE MARCUS BROOKS AS AN EQUIPMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Marcus Brooks as an Equipment Operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EQUIPMENT OPERATOR IN THE STARKVILLE STREET DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Equipment Operator in the Starkville Street Department” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO HIRE JUSTIN BUTLER AS A CERTIFIED POLICE OFFICER FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Justin Butler as a Certified Police Officer for the Starkville Police Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT SERVICE MASTER RESTORATION BY ONE CALL, THE SOLE BIDDER, FOR THE PARKS AND RECREATION JANITORIAL SERVICES CONTRACT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept Service Master Restoration by One Call, the sole bidder, for the Parks and Recreation Janitorial Services Contract” is enumerated, this consent item is thereby approved.

COMPANY: Service Master Restoration by one call

ADDRESS: 610 Yellow Jacket Dr. Starkville, MS. 39759

PHONE # (S): (662) 364-7508

FAX #: (601) 936-0288

E-MAIL ADDRESS: hholley@smkcall.com

CONTACT PERSON: Harry Holley

WORKER'S COMPENSATION NUMBER: 0196-25474

INSURANCE CARRIER: Bridge Fidel Casualty

CITY OF STARKVILLE PRIVILEGE LICENSE # 1509

TOTAL QUOTE AMOUNT: \$1,800 (monthly) 21,600 (yearly)

WEEKEND TOURNAMENT CLEANING AMOUNT: \$325

AUTHORIZED SIGNATURE: Harry Holley

SPECIFICATIONS FOR THE STARKVILLE PARKS

JANITORIAL SERVICES CONTRACT

1. Task Schedule – Starkville Parks

2. DAILY (6 days a week)

1. McKee Park Restrooms: Two sets of pavilion bathrooms and concession stand bathrooms
 1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
 2. Clean all glass and mirrors
 3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
 4. Empty and clean interior of sanitary container
 5. Sweep and damp mop hard surface floors
 6. Restock paper towel, toilet tissue and hand soap dispensers
 2. J.L. King Memorial Park: Splash pad (during season) and pavilion
 1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
 2. Clean all glass and mirrors
 3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
 4. Empty and clean interior of sanitary container
 5. Sweep and damp mop hard surface floors
 6. Restock paper towel, toilet tissue and hand soap dispensers
 3. Moncrief Park: Pool (during season), dog park, and pavilion
 1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
 2. Clean all glass and mirrors
 3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
 4. Empty and clean interior of sanitary container
 5. Sweep and damp mop hard surface floors
 6. Restock paper towel, toilet tissue and hand soap dispensers
 7. Empty dog waste bags in dog park
 8. Restock dog waste bags
 4. Starkville Sportsplex field: Baseball, softball and soccer during seasons
 1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
 2. Clean all glass and mirrors
 3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
 4. Empty and clean interior of sanitary container
 5. Sweep and damp mop hard surface floors
 6. Restock paper towel, toilet tissue and hand soap dispensers
 5. Needmore Bathrooms
 1. Clean all porcelain fixtures including toilet bowls, urinals, hand basins
 2. Clean all glass and mirrors
 3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container
 4. Empty and clean interior of sanitary container
 5. Sweep and damp mop hard surface floors
 6. Restock paper towel, toilet tissue and hand soap dispensers
3. All cleaning equipment and cleaning supplies will be provided by the bidding company during the terms of the agreement.
 4. All paper products (i.e. hand towels, toilet paper, hand soap and trash can liners) will be provided by the client during the terms of the agreement.
 5. In addition to the listed daily and seasonal cleanings, the bidder is expected to be able to perform additional weekend cleanings every 2-3 hours during tournaments and events, as requested by

the Executive Director of Parks and Recreation or his/her designee. Please include the fee structure for these weekend cleanings for events in the bid.

6. The contract is a one year contract. The City reserves the right to extend the agreement through the third year.
7. A thirty (30) day notice is requested of either party if the agreement is to be severed before the contract period ends.

24. CONSIDERATION TO PROCEED WITH AWARDING THE LOWEST AND BEST QUOTE FOR THE NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT RENEWAL SAMPLING TO WAYPOINT ANALYTICAL IN THE AMOUNT OF \$17,008.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to proceed with awarding the lowest and best quote for the NPDES Permit Renewal Sampling to Waypoint Analytical in the amount of \$17,008.00” is enumerated, this consent item is thereby approved.

Quotes received:	Provider	Analytical Work	Bioassays	Transport x 24	Total
	Bonner	\$ 9,582	\$4,480	\$ 340	\$ 22,222
	Waypoint	\$ 10,048	\$4,800	\$ 90	\$17,008

25. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FOR THE PLEASANT ACRES SEWER MAIN PIPE TO G & C SUPPLY CO., INC. FOR THE AMOUNT OF \$42,086.38.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to award lowest and best quote for the Pleasant Acres sewer main pipe to G & C Supply Co., Inc. for the amount of \$42,086.38” is enumerated, this consent item is thereby approved.

Quotes received: G & C Supply Co., Inc - \$ 42,086.38 and Coburn Supply Company – \$ 42,611.70

26. CONSIDERATION TO PROCEED WITH PURCHASING OF A NEW COLOR PRINTER / COPIER /SCANNER IN THE AMOUNT OF \$6,497.07 IN ACCORDANCE WITH THE LOWEST AND BEST QUOTE FROM MAGNOLIA BUSINESS SYSTEMS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to proceed with purchasing of a new color printer/copier/scanner in the amount of \$6,497.07 in accordance with the lowest and best quote from Magnolia Business Systems” is enumerated, this consent item is thereby approved.

Quotes received: Magnolia - \$6,497.07 and CopyPlus, Inc. - \$6,999.08

27. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRICAL AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 PERIOD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electrical and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for the January 1, 2019 through June 30, 2019 period” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF AN EMERGENCY PUMP REPAIR FOR THE ACADEMY WELL (WELL NO. 06) FOR REPAIRING THE PUMP BOWLS AS DESCRIBED IN THE PARK & PARKS QUOTE ATTACHED HEREIN, FOR THE AMOUNT OF \$9,294.00. EMERGENCY REQUESTED PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT DELAY TO GIVE 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 November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to proceed with an emergency pump repair for the Academy Well (Well No. 06) for repairing the pump bowls as described in the Park & Parks quote attached herein, for the amount of \$9,294.00. Emergency requested per Mississippi Code Section 31-7-13(K) and that an emergency exists such that delay to give competitive bidding would be detrimental to the interest of the Governing Authority” is enumerated, this consent item is thereby approved.

PARKS & PARKS WATER WELL SERVICE INC.

109 OKOLONA CUT-OFF ROAD

HOUSTON, MISSISSIPPI 38851

PHONE: 662-456-2011

FAX: 662-456-2284

24 HOUR SERVICE

October 16, 2018

Starkville Utilites
403 D. L. Conner Drive
Starkville, MS 39759

Re: Motor repair

Attn: Sean Johnston

REPAIRS BY JESCO INC.

Extra repairs is repair on stator, weld up and machine labyrinth seal shoulder in bottom end bell, also weld up and machine shoulder on shaft that works in lower end bell labyrinth seal area.

Weld up crack in lower end bell at bearing housing area and machine for bearing.

TOTAL \$9,294.00

Parks & Parks Water Well Service Inc.

Tommy Washington

e-mail park2014@bellsouth.net

cell 662-456-6835

office 662-456-2011

29. CONSIDERATION OF AWARDING THE CONTRACT FOR THE CONSTRUCTION OF SOUTHWEST STARKVILLE SUBSTATION SITE WORK TO SITE MASTERS CONSTRUCTION, INC. IN THE AMOUNT OF \$1,163,289.58.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 6, 2018 Official Agenda, and to accept items for consent, whereby the “approval to proceed with awarding the contract for the “Construction of Southwest Starkville Substation Site Work” to Site Masters Construction, Inc. in the amount of \$1,163,289.58” is enumerated, this consent item is thereby approved.

**CITY OF STARKILLE UTILITIES
STARKVILLE, MS**

TABULATION OF BIDS

**CONSTRUCTION OF SOUTHWEST STARKVILLE SUBSTATION SITE WORK
AG PROJECT #101E3114**

BIDDER	CERTIFICATE OF RESPONSIBILITY	ADDENDA ACKNOWLEDGED	BID BOND	SUBMITTED BID AMOUNT	CORRECTED BID AMOUNT	NOTES
Site Masters Construction, Inc.	13723-MC	Yes	Old Republic Security Co., 5%	\$1,163,233.56	\$1,163,289.58	See Note #1
Weathers Construction, Inc.	08286-MC	Yes	Fidelity & Deposit Co. of Maryland, 5%	\$1,173,321.19	\$1,173,321.19	No corrections.
Cadamy Contracting, LLC	21264-MC	Yes	Western Surety Co., 5%	\$1,185,534.00	\$1,185,534.00	No corrections.
Phillips Contractors Co., Inc.	00229	Yes	Fidelity & Deposit Co. of Maryland, 5%	\$1,665,948.00	\$1,665,948.00	No corrections.
SB Construction, LLC	22435-MC	Yes	U.S. Specialty Insurance Co., 5%	\$1,441,993.47	\$1,675,993.50	See Note #2

NOTES:

- Bidder made extension errors on Bid Items 31 10 00.01, 31 30 00.02, 31 30 00.03 and 32 10 00.01.
- Bidder made an addition and extension error on Bid Item 31 10 00.01.

I hereby certify that this is a true and correct tabulation of the bids for Construction of Southwest Starkville Substation Site Work received by the City of Starkville on October 24, 2018.

Jeffrey Atwell
Jeffrey Atwell, P.E.

October 24, 2018

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Construction of Southwest Starkville Substation Site Work
Starkville, Mississippi

Terry,

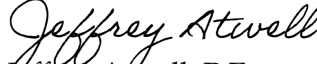
Please find enclosed a certified tabulation of bids received for Construction of Southwest Starkville Substation Site Work received by Starkville Utilities on October 24, 2018. Site Masters Construction, Inc. provided the lowest corrected bid of five (5) bids received in the amount of **\$1,163,289.58**. This bid price is well under our estimated construction cost of \$1,380,190.00.

Please note that both Site Masters Construction, Inc. and SB Construction, LLC had errors in their bid calculations. Per paragraph 1.23A of Section 00 20 00 Instruction to Bidders, *"Discrepancies between the indicated sum of column of figures and the correct sum thereof will be resolved in favor of the correct sum."* As such, our Bid Tabulation includes both "As-Submitted" and "Corrected" Bid Amounts, along with explanations of the corrections made. Corrections made had no impact on the low bidder and have no material impact on the bid award. As such, I recommend that Starkville Utilities award the contract for Construction of Southwest Starkville Substation Site Work to Site Masters Construction, Inc.

I have also attached a copy of the "Notice of Award" for this Project. Should the Board choose to approve the Project, please have the proper person execute the Notice of Award and email me back a copy of the Notice of Award.

As soon as I receive the executed copies of the "Notice of Award", I will forward a copy of the "Notice of Award" along with the "Contracts for Construction" to the contractor for execution by his company.

In the meantime, feel free to contact me if you have any questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

cc: File P/N 101E3114

NOTICE OF AWARD

DATE: November 6, 2018

PROJECT NO.: 101E3114

TO: Site Masters Construction, Inc.
P.O. Box 27
Pheba, Mississippi 39755

PROJECT: Construction of Southwest Starkville
Substation Site Work
Starkville, Mississippi

You are notified that your Bid dated **October 24, 2018** for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for **Construction of Southwest Starkville Substation Site Work**. The Contract Price is **One Million One Hundred Sixty Three Thousand Two Hundred Eighty Nine Dollars and 58/100 Cents (\$1,163,289.58)**.

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, November 6, 2018.

1. You must deliver to the ENGINEER three (3) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on page 00 50 20-2.
2. You must deliver with the executed Agreement the Performance and Payment Bonds specified in the Instruction to Bidders and the General Conditions (paragraph 11.4). These Bonds shall be in the form as required by Section 00600 of the Contract. The Contract Bonds must be in an initial amount of \$1,163,289.58 which is the Contract Price.
3. Within thirty (30) days of this date of Notice of Award you must deliver three (3) copies of the Certificates of Insurance required by Section 00650 of the Contract.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

STARKVILLE UTILITIES

BY: _____

TITLE: _____

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill invited everyone to the Sunday watch party in Fire Station Park of an HGTV show "Hammer to the Manor" which was filmed in Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn expressed his regret for having voted for the new employee insurance plan.

Alderman Sistrunk noted insurance claim percentages and that the plan would be reviewed before next year's renewal.

Alderman Carver agreed that the insurance should be looked at closely next year, but feels the City still offers equivalent or better coverage to the employees as private companies.

CITIZEN COMMENTS:

Alvin Turner, asked about the green LIME bicycles around town. He also stressed safety for the children loading and unloading on school buses.

John Tolliver, 26 Choctaw Road, had a sewer backup at his home on September 5. He asked that the City work with the insurance company to get the matter resolved.

Tyrone Stallings, New Zion Baptist Church Pastor, lives near Mr. Tolliver and asked that the City make resolution of this matter a priority.

PUBLIC APPEARANCES:

30. DISCUSSION AND CONSIDERATION OF APPROVING A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF CONSTRUCTING, IMPROVING AND OPERATING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES.

Alderman Jason Walker offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi to levy an additional 1% for economic development and tourism on the food and beverage and hotel tax for the purpose of constructing and improving the City of Starkville, Mississippi's Parks and Recreation Facilities. Alderman Patrick Miller 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine and adjudicate as follows:

1. Starkville has been a leader in promoting sports and recreation and maintaining a legacy of athletic achievement as a primary component of its community structure, economic development, and tourism.
2. In order to meet the growing needs of the community and surrounding area, to continue to lead in the areas of sports and recreation, and to attract tourists in that area, the City must revitalize and expand its parks and recreational offerings to include additional sports fields and tournament capable facilities.
3. Pursuant to Chapter 950, Local and Private Laws of 1994, as amended by Chapter 1014, Local and Private Laws of 2004, as amended by Chapter 929, Local and Private Laws of 2015, and as last amended by Senate Bill 3012 during the 2018 Mississippi legislative session, the City receives a two percent (2%) tax of the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages ("Economic Development, Tourism and Convention Tax").
4. The Economic Development, Tourism and Convention Tax is split between various entities as follows: 15% to the Oktibbeha County Economic Development Authority, 15% to the Visitors and Convention Council, 10% to the City, 40% to Starkville parks and recreation, and 20% to Mississippi State University.
5. An additional one percent (1%) tax is needed to develop new sports tournament and recreational facilities in Starkville that would include new fields and support structures and improvements to existing sports and recreation facilities. These improvements will enhance tourism and economic development in Starkville, Oktibbeha County, Mississippi State University, and the surrounding areas.
6. The additional 1% tax would also be used to attract statewide and southeastern regional sports tournaments and events to the City and to promote and conduct those events by dedicating a portion of the 1% tax to fund a sports tournament marketing position within the Visitors and Convention Council (VCC).
7. The additional 1% tax would be a tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels in Starkville.
8. The additional 1% tax would be allocated to the City of Starkville for the sole and exclusive purpose of constructing, improving, and operating the City's new and existing parks and recreation facilities.
9. The Oktibbeha County Economic Development Authority, Mississippi State University, and Visitors and Convention Council support this request and believe that improved park facilities will improve their mission, increase tourism, and promote economic development.
10. Because Starkville seeks the additional 1% tax, it is appropriate to place this matter on the ballot to be voted upon by the qualified electors of the City, with such vote to be held upon approval of the Mississippi Legislature through local and private legislation and upon receiving the signature of the Governor. The additional 1% tax shall not be levied unless authorized by the vote of a majority of the qualified electors of the City. If a majority of the qualified electors of the City vote in favor of the tax, it shall take effect on July 1, 2019.
11. Starkville requests authorization of said 1% percent tax for a twenty (20) year term to coincide with any potential bonding or other forms of indebtedness that are necessary to support the construction and maintenance of the new park facilities and the upgraded facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the addition of a one percent (1%) tax to be placed on food and beverage sales and hotel/motel occupancy within the City of Starkville for a twenty (20) year term, through and including June 30, 2039, for the purpose of the construction, maintenance, operation and promotion of recreation and sports tournament facilities within the municipal corporate boundaries of the City of Starkville.

After discussion, Alderman Jason Walker moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Patrick Miller. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver	Voted: aye
Alderman Sandra Sistrunk	Voted: aye
Alderman David Little	Voted: aye
Alderman Jason Walker	Voted: aye
Alderman Patrick Miller	Voted: aye
Alderman Roy A'. Perkins	Voted: absent
Alderman Henry N. Vaughn	Voted: aye

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 6th day of November, 2018.

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk
Starkville, Mississippi

B. PRESENTATION BY DALHOFF-THOMAS ON THE INITIAL RENDERINGS FOR THE SPORTS TOURNAMENT FACILITY CONSTRUCTION AT CORNERSTONE PARK AND IMPROVEMENTS TO THE SPORTSPLEX SOCCER COMPLEX.

Sam Henry, Saunders Ramsey and Dean Thomas presented renderings of a proposed sports complex at Cornerstone Park on land to be donated by OCEDA to the City. Discussion of park uses and benefits between the Dalhoff-Thomas team and the Mayor and Board followed.

PUBLIC HEARING:

31. PUBLIC HEARING AND CONSIDERATION OF RZ 18-08 A REQUEST TO REZONE ALL OF A 19.63 ACRES PARCEL LOCATED ON THE WEST SIDE OF SOUTH MONTGOMERY STREET +/- 330FT SOUTH OF THE LYNN LANE INTERSECTION FROM R-1/C-2 TO R-3A AND A PORTION OF 1 PARCEL LOCATED ON SOUTH SIDE OF LYNN LANE +/- 960FT WEST OF THE INTERSECTION WITH SOUTH MONTGOMERY STREET FROM C-2 TO R-3A WITH THE PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00.

City Attorney Latimer stated the legal requirements for a rezoning. He also noted that a three-fifths (3/5) vote will be needed to approve the rezoning due to more than 20% of the property owners directly adjacent to the east side of the subject properties are signatories of a petition received by the City against the request per § 17-1-17, of the Mississippi Code of 1972, as amended.

City Planner Daniel Havelin then presented the request, RZ 18-08, by Andy Fornea to rezone all of a 19.63 acre parcel located on the west side of South Montgomery Street +/- 330ft south of the Lynn Lane intersection from R-1/C-2 to R-3A and a portion of 1 parcel located on south side of Lynn Lane +/- 960ft west of the intersection with South Montgomery Street from C-2 to R-3A with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00. The applicant is seeking to rezone from C-2 and R-1 zoning to R-3A zoning based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Mayor Spruill opened the Public Hearing and called for public comments. The Mayor noted both sides would have thirty minutes to present their opinions.

Henry Minor with Kimley-Horn Design Engineers, presented a power point on behalf of the applicant addressing change in the neighborhood and public need. He noted the following eight rezoning's since 2013 within ½ mile of the subject property:

- The subdivision now known as Bent Brook Ridge on Yellow Jacket Road was rezoned from R-1 to R-3A in February of 2014.
- The Cottages at Starkville Station on Lincoln Green was rezoned from R-5 to R-4A in April of 2014.
- The former site of a mobile home park directly south of Starkville High School on Louisville Street was rezoned from R-6 to R-5 in December of 2014.
- Riddle Run development on Lynn Lane was rezoned from R-1 to R-3 in July of 2015.
- The property located to the east of Academy Hill Subdivision on Academy Road was rezoned from R-3A to C-2 in January of 2017
- The property on the west side of Louisville Street south of Academy Road was rezoned from R-4A to C-1 in June of 2018.
- The former Josey home at 300 Yellow Jacket Drive was rezoned from R-1 to R-3A in August of 2018.
- The property located at 901 and 903 Louisville Street was rezoned from C-1 to r-5 in October of 2018.

Also speaking in favor of the request: Charles Byrd of Walbridge Market Group, Tom Freeman, Maison deVille, nearby neighborhood and Gordon Flowers, Brunini Law Firm.

Speaking against the request: Ralph Nobles of Sherwood Forest neighborhood, Bill Ford, 1002 Knottingham Road, Jody "Buzz" Bennett. They argued that the neighborhood had not changed and against the public need for this project.

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

The Board had before it the complete record from the Planning and Zoning hearing and complete staff report and supporting materials in the November 16, 2018 Board packets.

32. 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 Carver, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

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

33. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussing prospective` litigation related to RZ 18-08. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

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

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 discussing prospective litigation related to RZ 18-08.

At this time, the Board entered Executive Session.

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

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

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

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

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

35. CONSIDERATION OF RZ 18-08.

Alderman Walker offered a motion based on change of conditions in the neighborhood and public need, to approve RZ 18-08, and rezone all of a 19.63 acre parcel located on the west side of South Montgomery Street +/- 330ft south of the Lynn Lane intersection from R-1/C-2 to R-3A and a portion of 1 parcel located on south side of Lynn Lane +/- 960ft west of the intersection with South Montgomery Street from C-2 to R-3A with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00, with the following eight conditions self-imposed by the applicant:

1. There shall be a maximum of 79 single-family residential lots developed in the subject neighborhood.
2. All lots in any development on the Subject Property will be single family residential
3. All lots and structures developed on the Subject Property shall not be leased or rented
4. Access shall be provided for utility service for the existing fiber optic cable running along the northern property line of the subject property that is servicing the Maison de Ville community.
5. The grading and drainage improvements required for the development of the subject property shall not result in stormwater runoff onto the adjacent Maison de Ville residential units to the north of the subject development.
6. There shall be a linear park built along South Montgomery with a minimum width of 40' offset from the public right-of-way into the private property. The linear park shall consist of an 8' wide public sidewalk, street trees spaced 50' on center, a minimum of 6 ornamental trees at each entrance to the neighborhood, a continuous evergreen shrub screen consisting of flowering evergreen shrubs with a mature height of 8', and a black wrought iron fence shall be installed the length of each rear yard facing South Montgomery. Masonry Entry Columns shall be placed at each entrance to the neighborhood.
7. The entrances from the neighborhood onto South Montgomery shall be right-in and right-out access only. No full access entrances shall be allowed on South Montgomery from the subject neighborhood.
8. There shall be a 5' wide non-disturbance area along the southern and northern boundaries of the subject property. Clearing and grubbing of woody material shall be allowed in the non-disturbance area, but no existing healthy trees greater than 15" DBH shall be removed in this non-disturbance area. Existing trees will only be removed if agreeable by both landowners or if the existing trees potentially cause a life safety or property damage issue.

Alderman Carver 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

36. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2018 CHRISTMAS PARADE TO BE HELD NOVEMBER 26 WITH IN-KIND SERVICES.

Alderman Little offered a motion to approve the Special Event request for the 2018 Christmas Parade with in-kind services to be held Monday, November 26, 2018. Alderman Miller 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Nay

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

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19 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 as of October 31, 2018 for fiscal year ending 9/30/19, and 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. 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: Nay

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

General Fund	001	\$ 326,283.07
Restricted Fire Fund	003	9,954.64
Airport Fund	015	55,449.00
Sanitation	022	31,811.44
Landfill	023	460.51
Computer Assessments	107	445.19
Industrial Park Bond	303	18,033.00
Public Improvement Bonds-2018	319	182,486.90
Park and Rec, Tourism	375	1,311.25
Sub Total Before Utilities		\$ 626,235.00
Utilities Dept.	SED	666,581.65
Total Claims	Total	\$ 1,292,816.65

38. MOTION TO RECESS UNTIL NOVEMBER 20, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until November 20, 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: 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.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 20, 2018

Page: 1

SUBJECT:

Request authorization to approve Frontline job application and software Master Services Agreement.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

On July 17, 2018, the Board approved Tyler Excetime and Frontline as the City time keeping software. This is the Frontline contract that supports the motion.

This is the motion that passed July 17, 2018:

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

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to select Tyler Excetime as sole source compatible software with current payroll and Frontline as the lower quote for job application and scheduling software” is enumerated, this consent item is thereby approved. Two quotes received for job application and scheduling software: Frontline - \$ 10,700.00 and Kronos - \$11,284.50.

REQUESTING DEPARTMENT:

City Clerk / Finance & Administration Department

DIRECTOR’S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of Frontline job application and software Master Service Agreement.



Exhibit A-1

Frontline Customer Order Form

Quote#: 02070082
MSA#: 07/02/2018
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

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

End User: City of Starkville
Contact: Navarette Ashford
Title: Human Resources Manager
Phone:
Email: n.ashford@cityofstarkville.org

Order Form Details:

Pricing Expiration: 07/28/18
Account Manager: Jon Glenn

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Contract - New

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing	\$3,200.00
Annual Subscription: Recurring Cost	\$7,500.00
(plus applicable sales tax)	

Itemized Description

Applicant Tracking & Proactive Recruiting

Frontline Implementation

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order to follow
PO #:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



Exhibit A-1

Frontline Customer Order Form

Quote#: 02070082

MSA#:

07/02/2018

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Please Email or Fax **ALL PAGES** of the signed order form to:
jglenn@frontlineed.com or 888.492.0337



MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.”

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form(s) and Statements of Work (collectively, the “Agreement”). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements.

Frontline Technologies Group LLC dba Frontline Education	City of Starkville
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Email: _____	Email: _____

Effective Date: _____

Attached: *Terms and Conditions of Agreement*
 Exhibit A: Executed Order Forms

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (“Software”) and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time (“Documentation”) solely for internal use by end users in the ordinary course of Customer’s business. Frontline shall provide any professional or other services set forth in an Order Form (“Services”). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline (“Work Product”) are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline’s prior written consent, including any third party host of the Software for Customer.

1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer’s purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator (“Software Administrator”). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer’s expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline’s normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer’s Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, “Customer Content”) in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer’s instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer’s use of the Software and receipt of the Services and Frontline’s provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer’s intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.5. Integration. Customer may, at Customer’s direction and with or without Frontline’s assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties (“Third Party Materials”) and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party’s storage, use or misuse of Customer Content; or (iii) Customer’s uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer’s



authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.

1.6. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline.

1.7. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.

2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall, to the extent allowable by applicable law, indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**

3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. **Confidential Information; Privacy.**

4.1 Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials



that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2 **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Student PII.

4.3 **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free.

5. **Indemnification.** To the extent allowable by applicable law, Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES, NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.

8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the



Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 20, 2018
Page: 1

SUBJECT:

Request authorization to approve the Tyler Technologies Software as Service Agreement for payroll software.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

On July 17, 2018, the Board approved Tyler Excetime and Frontline as the City time keeping software. This is the Tyler Technologies contract that follows the motion.

This is the motion that passed July 17, 2018:

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

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the July 17, 2018 Official Agenda, and to accept items for consent, whereby the “approval to select Tyler Excetime as sole source compatible software with current payroll and Frontline as the lower quote for job application and scheduling software” is enumerated, this consent item is thereby approved. Two quotes received for job application and scheduling software: Frontline - \$ 10,700.00 and Kronos - \$11,284.50

REQUESTING DEPARTMENT:

City Clerk / Finance & Administration Department

DIRECTOR’S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the Tyler Technologies Software as a Service Agreement for payroll software.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Starkville.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web

application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you

the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is two (2) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds

sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. THE FOLLOWING THREE PARAGRAPHS ARE APPLICABLE ONLY TO THE EXTENT ALLOWED BY CONTROLLING (MISSISSIPPI) LAW:

- 3.1 **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3.2 **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

3.3 **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Starkville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Starkville
110 W Main St
Starkville, MS 39759
Attn: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Sales Quotation For
City of Starkville
101 E Lampkin St
Starkville, MS 39759-2944
Phone: +1 (601) 323-4813

Quoted By: Robb Ann Perry
Quote Expiration: 9/25/2018
Quote Name: City of Starkville, MS - ExecuTime Enterprise
Quote Number: 2018-47351-3
Quote Description: Executime TA Only (Cloud/SaaS)

Tyler Software and Related Services - SaaS

Description	One Time Fees			# Years	Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion		
ExecuTime					
ExecuTime Time & Attendance - Up to 500ee	128	\$12,800	\$0		\$7,809
ExecuTime Time & Attendance Mobile Access License	0	\$0	\$0		\$936
Advanced Scheduling - Up to 350ee	64	\$6,400	\$0		\$7,321
ExecuTime Advanced Scheduling Mobile	0	\$0	\$0		\$733
<i>Sub-Total:</i>		\$19,200	\$0		\$16,799
TOTAL:	192	\$19,200	\$0	3	\$16,799

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee	1	\$1,500	\$1,500	\$0
Incode Import Interface (using ExecuTime)	1	\$0	\$0	\$0
Incode Export Interface (using ExecuTime)	1	\$0	\$0	\$0
TOTAL:			\$1,500	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Genus 1 Clock - Refurbished	5	\$1,000	\$0	\$5,000	\$0	\$0	\$0
TOTAL:				\$5,000			\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$16,799
Total Tyler Services	\$20,700	\$0
Total Third Party Hardware, Software and Services	\$5,000	\$0
Summary Total	\$25,700	\$16,799
Contract Total	\$42,499	

2018-47351-3 - ExecuTime TA Only (Cloud/SaaS)

CONFIDENTIAL



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The foregoing notwithstanding, annual SaaS Fees for Advanced Scheduling and Advanced Scheduling Mobile are not payable until year 2 of the Term of the Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 11.20.18
PAGE: 1

SUBJECT: Authorization to proceed with the design, plans and advertise for bids for the Highway 12 pedestrian improvement project in accordance with the MDOT LPA process and the MDOT Memorandum of Understanding and authorization for the Mayor to approve any necessary agreements or documents.

AMOUNT & SOURCE OF FUNDING

Bullyvard funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Mayor's office

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

Several years ago, the MS Legislature appropriated funds (\$750,000) toward the Bullyvard Project with the intent of providing better linkage and connection from the City of Starkville and Mississippi State University. The City completed a study of a multi-way boulevard concept.

It was ultimately agreed upon by the City and MDOT to utilize these funds to improve the Highway 12 corridor through landscaping and pedestrian mobility and was formalized through a MOU which was approved last December.

The landscaping project is nearing completion with the commencement of the final phase. It is proposed to utilize the remainder of the bullyvard funds for pedestrian mobility improvements along Highway 12 in conjunction with the MOU with MDOT.

SUGGESTED MOTION: Move for approval to proceed with the design, plans and advertise for bids for the Highway 12 pedestrian improvement project in accordance with the MDOT LPA process and the MDOT Memorandum of Understanding and authorization for the Mayor to approve any necessary agreements or documents.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

January 10, 2018

MEMORANDUM

To: **District One**
Travis Wampler (11-01)

From: **LPA Division**
Jeffrey C. Altman (77-01) 

Re: **MEMORANDUM OF UNDERSTANDING**
City of Starkville
SP-0018-03(025)LPA/107158-702000
Sidewalk and Landscaping along SR 12 Corridor
Oktibbeha County

For your distribution, attached are two original and one copy of the following executed MOU which was approved at the December 12, 2017 meeting of the Mississippi Transportation Commission.

If you have any questions or require additional information, please contact me at your convenience.

Attachments

cc: Amy Hornback w/original
Project File

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, DECEMBER 12, 2017

Upon motion duly made with Commissioners Dick Hall, Mike Tagert and Tom King each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to execute a Memorandum of Understanding between the Commission and the listed Local Public Agencies, in order to establish the responsibilities of the development of the following projects:

City of Pearl
STP-7314-00(031)LPA/107688-701000
Highway 80 Traffic Signal Upgrades
Total Estimated Federal Funds: \$1,026,188.00 Transportation Management Area (TMA)

City of Starkville
SP-0018-03(025)LPA/107158-702000
Highway 12 Corridor Landscaping & Sidewalks Project
Total Estimated Federal Funds: \$650,000 (Legislative Earmark)

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 20, Page 658, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 12th day of December, 2017.

Witness my hand and official seal this the 14th day of Dec. A.D., 2017.


AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI

Memorandum of Understanding

SP-0018-03(025)LPA/107158
Sidewalks and Landscaping along SR 12 Corridor
City of Starkville

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Starkville (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize MDOT funding and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct sidewalks and landscaping along the SR 12 Corridor; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$652,098.00 in MDOT funds are available for the construction of the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of MDOT Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION enter into this Memorandum of Understanding for these and any future MDOT funds that may be allocated to this PROJECT, and agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. The LPA shall follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request

and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.

3. The LPA shall submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the MDOT investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future MDOT funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.

5. The LPA shall follow and abide by any and all MDOT requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of MDOT funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold MDOT reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available MDOT funds for the PROJECT.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired

employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of MDOT funds received by the LPA. If sufficient internal controls over the LPA's MDOT funding are not maintained, MDOT funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in MDOT funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any MDOT department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by MDOT funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of MDOT funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are

contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold MDOT funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses MDOT funds may cause future MDOT funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before MDOT Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no

effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the MDOT Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the MDOT funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Lynn Spruill, Mayor
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: 662.323.4583
Fax: 662.324.4015

For Technical Matters:

COMMISSION:
District LPA Coordinator – District 1
MDOT
P.O. Box 2060
Tupelo, MS 38803
Phone: (662) 842-1122
Fax: (662) 840-0953

LPA:
Edward Kemp, City Engineer
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: (662) 323-4583

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 22nd day of December, 2017.



Attested

Vickie M. Hampton

City of Starkville

Lynn Spruill, Mayor

So agreed this the 9th day of January, 2018.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath
Melinda L. McGrath, PE
Executive Director

Mississippi Department of Transportation

Book 20, Page 658.

Memorandum of Understanding

SP-0018-03(025)LPA/107158
Sidewalks and Landscaping along SR 12 Corridor
City of Starkville

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Starkville (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize MDOT funding and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct sidewalks and landscaping along the SR 12 Corridor; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$652,098.00 in MDOT funds are available for the construction of the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of MDOT Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION enter into this Memorandum of Understanding for these and any future MDOT funds that may be allocated to this PROJECT, and agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. The LPA shall follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request

and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.

3. The LPA shall submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the MDOT investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future MDOT funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.

5. The LPA shall follow and abide by any and all MDOT requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of MDOT funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold MDOT reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available MDOT funds for the PROJECT.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired

employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of MDOT funds received by the LPA. If sufficient internal controls over the LPA's MDOT funding are not maintained, MDOT funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in MDOT funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any MDOT department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by MDOT funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of MDOT funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are

contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold MDOT funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses MDOT funds may cause future MDOT funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before MDOT Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no

effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the MDOT Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the MDOT funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Lynn Spruill, Mayor
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: 662.323.4583
Fax: 662.324.4015

For Technical Matters:

COMMISSION:
District LPA Coordinator – District 1
MDOT
P.O. Box 2060
Tupelo, MS 38803
Phone: (662) 842-1122
Fax: (662) 840-0953

LPA:
Edward Kemp, City Engineer
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: (662) 323-4583

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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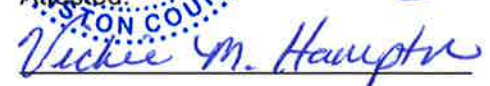
ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

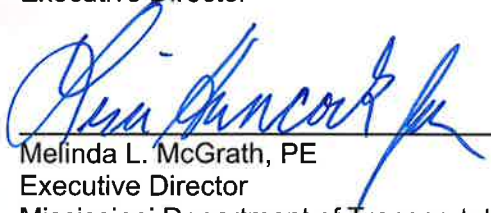
So agreed this the 22nd day of December, 2017.
City of Starkville

Lynn Spruill, Mayor



So agreed this the 9th day of January, 2018.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director


Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 11-20-2018
PAGE: 1 of 4

SUBJECT: Approval of the acceptance of the Oktibbeha County Economic Development Association (OCEDA) Fiscal Year 2019 2% Budget.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval of the acceptance of the Oktibbeha County Economic Development Association (OCEDA) Fiscal Year 2019 2% Budget.

ldh

Proposed OCEDA Budget FY 2018-2019

REVENUES - GENERAL OPERATIONS

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
48001-Interest Income	\$ 1,000.00	\$ 2,000.00
48002-RTC % Rent Share	\$ 47,000.00	\$ 47,000.00
Total Revenues	\$ 48,000.00	\$ 49,000.00

EXPENSES - GENERAL OPERATIONS

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
90030-Auto/Mileage Reimb	\$ 500.00	\$ 500.00
90031-Board Hospitality	\$ 3,600.00	\$ 3,500.00
90032-Office Overhead	\$ 2,800.00	\$ 1,000.00
90033-200 East Main Building	\$ -	\$ -
90034-Insurance/Bonds	\$ 23,000.00	\$ 25,000.00
90037-Legal/Professional	\$ 18,000.00	\$ 20,000.00
90040-Office Furniture/Equipment	\$ 300.00	\$ 250.00
90041-Office Supplies	\$ 200.00	\$ 100.00
90043-Postage/Shipping	\$ 200.00	\$ 100.00
90049 - GSDP Occupancy Agreement	\$ 17,676.00	\$ 21,000.00
90050-GSDP Mgmt/Personnel Contracts	\$ 121,324.00	\$ 150,000.00
Total General Operating Expenses	\$ 187,600.00	\$ 221,450.00
Net Income	\$ (139,600.00)	\$ (172,450.00)

REVENUES - 2% FOOD & BEVERAGE TAX

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
48020-Food/Beverage Tax	\$ 290,000.00	\$ 300,000.00
Total Revenues 2% Food & Bev. Tax	\$ 290,000.00	\$ 300,000.00

EXPENSES - 2% FOOD & BEVERAGE TAX

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
90072-Dues/Memberships	\$ 500.00	\$ -
90073-Industry Relations	\$ 121,000.00	\$ -
GTRDA/Link	\$ -	\$ 100,000.00
Retail/Recruitment	\$ -	\$ 20,000.00
Marketing/Events	\$ -	\$ 20,000.00
Minority Grants	\$ -	\$ 20,000.00
Cornerstone Park	\$ -	\$ 140,000.00
90079-Travel/Conferences	\$ 1,500.00	\$ -
Total Expenses 2% Food & Beverage Tax	\$ 123,000.00	\$ 300,000.00
Net Income	\$ 167,000.00	\$ -

PROJECT REVENUES & GRANTS

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
Total Revenue Grants/Contributions	\$ -	\$ -

PROJECT DISBURSEMENTS

Total Expenses Grants/Contributions	\$ -	\$ -
Net Income	\$ -	\$ -

CORNERSTONE PROJECT REVENUE

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
Total Project Revenues	\$ -	\$ -

CORNERSTONE PROJECT EXPENSES

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
90111-Cornerstone Maintenance/Improvements	\$ -	\$ 10,000.00
Professional/Legal	\$ -	\$ 20,000.00
Total Cornerstone Project Expenses	\$ -	\$ 30,000.00
Net Income	\$ -	\$ (30,000.00)

INDUSTRIAL PARK #2

	Budgeted Amount FY 2017-2018	Proposed Budget FY 2018-2019
Total Revenue Property	\$ -	\$ -

INDUSTRIAL PARK #2

Professional/Legal	\$ -	\$ -
Total Expenses Property	\$ -	\$ -
Net Income	\$ -	\$ -

**STARKVILLE/OKTIBBEHA COUNTY AIRPORT
GEORGE M. BRYAN FIELD**

T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT

This Lease Agreement has been executed on the day and date entered below, by and between CITY OF STARKVILLE, by and through the Starkville/Oktibbeha County Airport Board, hereinafter referred to as Lessor, and _____ herein referred to as Lessee to become effective on the _____ day of _____ and remain in effect until terminated by either party upon a thirty (30) days written notice or unless Lessor shall have given notice of immediate termination to Lessee due to the breach of this agreement by Lessee.

The space leased to Lessee shall consist of _____ with occupancy being made subject to the following terms and conditions as established by the City of Starkville for hangar space, tie-down space or storage:

1. The Parties

Lessor:

City of Starkville
Starkville/Oktibbeha County Airport
120 Airport Road
Starkville, Mississippi 39759
Airport Director: Rodney Lincoln
662-418-5900

Lessee:

Name: _____
Address: _____

Phone Bus: _____ Home: _____
Cell: _____
Email: _____

2. Identification of Aircraft:

The Lessor leases the space identified below at Starkville/Oktibbeha County Airport, located on George M. Bryan Field, for the storage of the following aircraft:

N: _____
Make: _____
Model: _____

3. The rental cost of the space leased to Lessee is hereby established in accordance with the following schedule:

A. FBO hangar			
<u>Aircraft</u>	<u>Wing Span</u>	<u>MTOW</u>	<u>Cost</u>
Piston - Single engine	NTE 32 ft.	3000 lbs	\$125.00 per month
Piston - S/Med. Multi-engine	NTE 44 ft	5100 lbs	\$150.00 per month
Piston - Large Multi-engine	NTE 50 ft	6500 lbs	\$200.00 per month
Turbine - Small & VLJ	NTE 50 ft	12,500 lbs	\$325.00 per month
Turbine - Medium	NTE 55 ft	17,000 lbs	\$375.00 per month
Turbine - Large	NTE 75 ft	31,000 lbs	\$425.00 per month
B. Tie-down ramp space (\$25.00 per month)			
C. Building C T-hangar (\$125.00 per month)			
T-hangar storage Unit C2 (\$25.00 per month)			
T-hangar storage Unit C9 (\$75.00 per month)			
D. Building D T-hangar (\$100.00 per month)			
T-hangar storage Units D2 and D7(\$75.00 per month)			
E. Building E T-hangar (\$100.00 per month)			
T-hangar storage Units E2 and E7 (\$75.00 per month)			
F. Building F T-hangars (\$125.00 per month)			
T-hangar storage Units F2 and F9 (\$75.00 per month)			
G. Building G T-hangars (\$125.00 per month)			
T-hangar storage Unit G10 (\$75.00 per month)			

4. Rent: Lessee shall pay to Lessor monthly rent for the agreed upon leased area at the rate set forth in Paragraph 3 above. Payment shall be due on the date of possession and on the first day of each month thereafter with rent being prorated for the initial month if possession is less than for the entire month. Lessor reserves the right to change the rental amount at contract renewal date upon (90) day prior written notice of such change to Lessee. Advance payment of rent shall not preclude such an increase. There shall be a \$25.00 late penalty payment for any payment that is ten (10) days past due. In the event that a payment shall become forty-five (45) days past due, the Airport Board, at their option shall have the right to void this lease and take immediate possession of the premises. However, in the event that a payment shall become ninety (90) days past due, the lease shall be void and the Airport Board shall take immediate possession of the premises

5. Use of the premises: The area leased to Lessee shall be used and occupied in compliance with the following conditions:

A. The T-hangar space, FBO Building A common hangar space and tie-down space shall be exclusively used for the purpose of storing the aircraft identified in Paragraph 2 above. No change of aircraft shall be made without the prior written notice to the Airport Director. All aircraft occupying an assigned T-hangar unit shall be based and physically located on the George M. Bryan

Field a minimum of 50% of the time.

B. No parking or storage of a motor vehicle or non-aviation related personal property shall be permitted in any T-hangar, FBO common hangar or tie-down space. However, a motor vehicle may be temporarily stored in a T-hangar when the assigned aircraft is in transit. There shall be no long term storage of vehicles, equipment or other personal property within any leased T-hangar not related to aircraft operations without prior written consent of Lessor. Ground vehicles for use of the FBO hangar and tie-down ramp space leased shall be parked in the designated public parking lot with vehicular access to and from the aircraft being allowed but limited in duration to the loading or unloading of passengers, baggage or freight. Lessor reserves the right to remove any vehicle in an unauthorized location at the owner's expense.

C. Lessee shall be responsible for the interior cleanliness of any assigned T-hangar or T-hangar storage unit and shall not make any permanent modification of said unit without getting the prior written consent of Lessor.. The Lessee shall not affix lettering, logos, or signs on any building or parking area without the prior written consent of Lessor.

D. Lessee may perform any maintenance or have any maintenance performed by a qualified A & P on his or her personal aircraft that is permitted by the FAR. There shall be no other maintenance allowed in the leased premises.

E. Lessee shall not permit waste, debris, flammable materials, or other hazardous substances, to accumulate or be stored in any T-hangar or T-hangar storage unit. Exceptions are permitted for small non-flammable heaters and small containers of paint or cleaning materials. Any other materials require a 60 day prior written approval from the Lessor. Storage of any items on the exterior of a T-hangar or storage space is prohibited. Welding or braising in any T-hangar or storage area is also prohibited.

F. Lessee understands that it is his/her sole responsibility to meet and maintain leased premises to all EPA standards. Should a contamination be caused by actions or non-actions of the Lessee, the clean up of premises will be the sole financial responsibility of Lessee. A DEQ assessment will be required by the Lessor after clean up, should such event occur and will be the sole financial responsibility of the Lessee. There shall be no stripping or painting on the premises. Minor touch up painting is accepted.

G. Lessee understands and specifically agrees that no commercial aviation activity shall be conducted on or from any T-hangar or T-hangar storage unit without the prior written approval of the Lessor. This includes, but is not limited to, aircraft maintenance, rental of aircraft, charter, leasing, flight instruction, aerial survey, or photographic work, etc.

H. This Lease and any use of the storage areas leased hereby is subject to the provisions of the lease between the Lessee herein and the Starkville/Oktibbeha County Airport on George M. Bryan Field and such use must conform to all the rules and regulations of the Starkville/Oktibbeha County Airport minimum standards, and applicable Federal Air Regulations,

zoning, building, insurance, and fire codes.

I. Upon termination of this lease, Lessee shall deliver and surrender to Lessor possession of the leased property, clean and in as good of condition and repair as existing on the date of possession, ordinary wear and tear and damage by fire or the elements beyond the Lessee's control excepted. Lessee shall also redeliver to Lessor all issued keys and gate remotes.

J. Except for claims arising out of acts caused by the negligence of the Lessor or its representatives, the Lessee hereby waives all claims against the Lessor and agrees to indemnify and defend Lessor against, and hold it harmless from, any and all suits, demands, losses and or liability on account of or in connection with any injury, loss, or damage to any person or property resulting or claimed to have resulted wholly or in part from the occupancy or use of the leased premises or any part thereof by the Lessee, its servants, agents, contractors, customers, or visitors.

K. For unsheltered tie-down space, the Lessee shall provide tie-down ropes or chains for the purpose of securing the aircraft, but the waiver, indemnity, and other provisions set forth in section I. next herein above shall be fully applicable in the event of any loss, damage, destruction, theft, death, or personal injury which may occur as a result of or with respect to improper or inadequate securing of the aircraft.

L. Lessee shall at all times, at his own expense, maintain aircraft liability insurance or equivalent insurance for a minimum amount of \$1,000,000, to protect the Lessee and George M. Bryan Field, City of Starkville/Oktibbeha County, and its Airport Board and all airport employees against any and all liability in connection with the use of the leased space on the airport and shall furnish Lessor a current certificate of such insurance coverage by delivery to the Airport Director.

M. Lessee shall own an aircraft and shall not transfer, assign, sublet, or pledge this Lease or Lessee's interest in the Leased Premises. Lessee shall remain liable during the term of this Lease unless released therefrom in writing by the Lessor and that no uncured default exists at the time of the request and granting of such consent. In the event that Lessee sells his/her aircraft, they shall have sixty (60) days to purchase another aircraft failing which this lease shall terminate. The Lessor, if requested in writing, may grant two thirty (30) day extensions if lessee contemplates purchase of another aircraft.

N. Lessor reserves the right to inspect hangar at will during the term of the Lease. In the event of hangar maintenance or construction, the board reserves the right to request the Lessee remove all aircraft from the hangar and vacate the hangar for such time period as may be required to perform said construction or maintenance. The Lessor assumes no obligation to provide alternate hangar space for aircraft storage during this period other than to provide ramp tie-down space at no charge.

6. Venue and Jurisdiction: The laws of the State of Mississippi shall govern the validity, performance and enforcement of this Lease with jurisdiction and venue exclusively vested with the Circuit or Chancery Courts of Oktibbeha County, Mississippi. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any of the other provisions.

7. Enforcement: Should enforcement of this Lease become necessary the non-defaulting party in addition to all other remedies shall be entitle to recover from the defaulting party all reasonable necessary costs of litigation including but not limited to, court costs, attorneys fees and discovery expense.

Executed this the _____ day of _____, 20_____.

Lessor: City of Starkville/Starkville/Oktibbeha County
Airport

By: _____
Airport Director

Lessee: _____



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 20, 2018
PAGE: Page 1 of 8

SUBJECT:

A Special Event request for the 2018 Star(K)-Filled Christmas event with in-kind services

IN-KIND SERVICE REQUEST:

The estimated cost to the City is \$1,268.00 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	\$ 708.98
<u>Police Department</u>	<u>\$ 560.00</u>
TOTAL	\$ 1,268.98

SUMMARY:

The applicants, Cindy Melby and Peter Infanger of First United Methodist Church, are requesting in-kind services to hold the 2018 Star(K)-Filled Christmas event on City streets on December 9, 2018. The event will be held at the round -about in front of City Hall. The events will require the closing of Meigs Street from Lampkin Street to the intersection of South Washington Street (see map on application). The event will start at 4:30 pm and end by 8 pm. The setup will begin at 4 pm and the take down at 8 pm. The requested services include Starkville Police Department and Sanitation with a total cost of \$1,268.98.

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 2018 Star(K)-Filled Christmas event with in-kind services on December 9, 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 A Star(k)-Filled Christmas Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name Cindy Melby + Peter Infanger Mobile Number 662-312-8175
Organization Name First United Methodist Church Email cindy@first-umc.org
Organization Address 200 W. Lumpkin St. 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 Cindy Melby Mobile Number 662-312-8175
Date and Times of Event (From) Dec. 9, 2018 4:30 pm (To) Dec. 9, 2018 8:00
(DATE) (TIME) (DATE) (TIME)
Date and Times of Setup and Takedown (From) Dec. 9, 2018 4:00 (To) Dec. 9, 2018 8:00
(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: Public gathering, sing, nativity scene

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 <u>560⁰⁰</u>	Parks Department cost _____
By <u>Mark Ballard</u> Date <u>11/8/18</u>	By _____ Date _____
Starkville Utilities cost _____	Sanitation Department cost <u>708.98</u>
By _____ Date _____	By <u>Cafuir Ware</u> Date <u>11-8-18</u>
Fire Department cost <u>No Cost</u>	Street Department cost <u>E.L.P</u>
By <u>Stan K. Pugh</u> Date <u>11-8-18</u>	By _____ Date <u>11/7/18</u>

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.

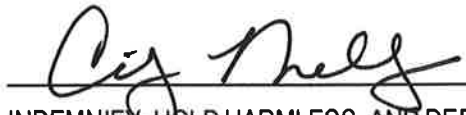
Print Name Cindy Melby Date 10/29/18
Signature Cindy Melby

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 MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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

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: Cindy Melby
Title: Event coordinator

ATTEST:

By: Hailey Nixon
Title: Notary Public



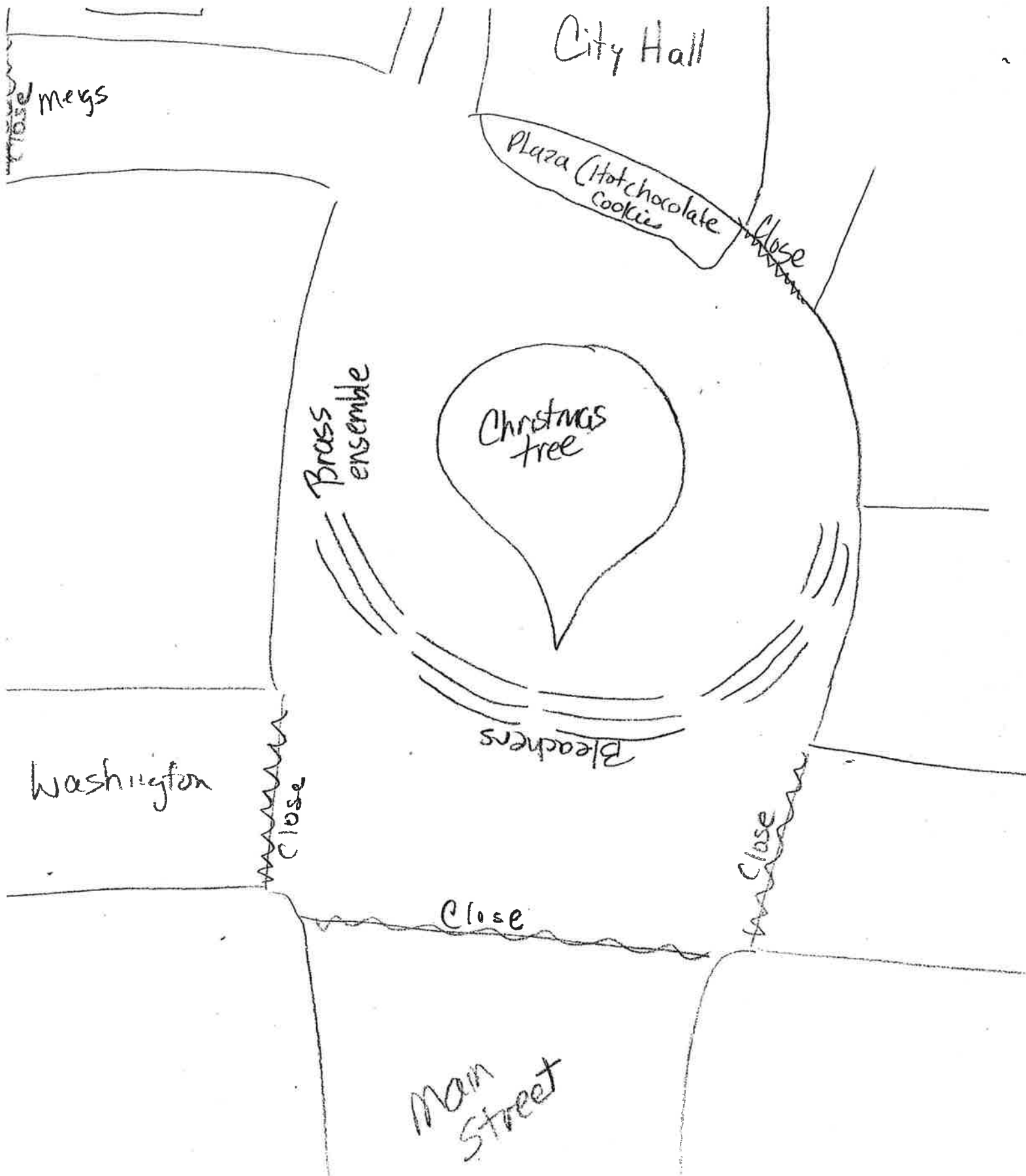
ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

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 Cindy Melby Date 10/29/31

Print Name Cindy Melby

Organization First United Methodist Church



A Star(K)-Filled Christmas

Downtown Starkville

December 9, 2018

Sponsors: First United Methodist Church is the organizing sponsor for this event with any and all area churches encouraged to participate as hosts. As hosts and sponsors, each church will provide and serve free hot chocolate and cookies at 4:30, prior the official beginning of the event. All adults, youth, and children of all ages are encouraged to attend.

Activities: All churches will sing a medley of familiar, sing-a-long songs as they are accompanied by piano and brass ensemble.

Special Attraction: At the closing of the musical portion of the event, everyone will be encouraged to move toward First United Methodist church to view a live nativity scene to include live animals (secured) on the lawn of the church. After viewing, everyone will be dismissed.

Location: The event will take place from Lampkin Street on to Meigs Avenue to Washington St. Road Closures would be needed where Lampkin and Meigs Avenue intersect and where Main Street and Washington intersect. Closing needs to be secured by 3:30 p.m. and can be removed by 8:00 p.m.

Electricity: Electricity will be needed at the intersection of Main and Washington Streets to provide service for the piano accompaniment and for amplification of speaking voices.

Insurance: Liability insurance will be purchased by the event sponsors.

References: Jennifer Prather, GSDP, 662-323-3322

Publicity: Publicity will be provided in the way of church bulletins, church websites, facebook, radio, TV, and posters.

Prior experience: This is the second year for this event. The first year (2017) included the downtown churches as sponsors. Many churches expressed their interest in joining. The entire event last no longer than 1.5 hrs. It is a very peaceful, family friendly event. Many complimentary statements were made following the event with an encouragement for a 2018 repeat.

Peter Infanger, my co-chairman and I have had many opportunities and experience in coordinating and implementing events. We are both musicians in the area of

performance/event planning. We also have a team of other church music leaders from other churches who are assisting us with the event: First Baptist Church, First Presbyterian Church, Second Baptist Church, St. Paul Episcopal Church, and St. Joseph's Church of the Resurrection.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 20, 2018
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of VA 18-10 a request by Crosstown Development for Variance relief from front setback requirements for the proposed Cottages of Starkville subdivision 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

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Crosstown Development, is in the process of developing a subdivision off of Garrard Rd. At the time of the application for Preliminary Plat and the Variance request, the subdivision was named "Cottages of Starkville". The subdivision has been renamed "Portico". The request is for relief from front setback requirements in a R-3A zone. The applicant is requesting a front setback of 10 feet in lieu of the 25 feet that is required. The reduced front setbacks would allow for the placement of the parking in the rear of the house. The applicant attended a Development Review Committee meeting on September 6, 2018. The Board of Aldermen approved the preliminary plat for the proposed subdivision on September 18, 2018. On November 7, 2018, the Board of Adjustments and Appeals voted 4-0 to recommend approval of this request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 18-10 a request by Crosstown Development for Variance relief from front setback for a proposed subdivision 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



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 18-10 Request by Crosstown Development on behalf of Mike Kraker from front setback requirements for the proposed Cottages of Starkville subdivision 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: November 13, 2018

The purpose of this report is to provide information regarding a Variance Request by Crosstown Development on behalf of Mike Kraker from front setback requirements for the proposed Cottages of Starkville subdivision 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. Please see attachments 1- 6.

PROPOSED USE & BACKGROUND:

The applicant is in the process of developing a subdivision off of Garrard Rd. The applicant is requesting relief from front setback requirements in a R-3A zone. The applicant is requesting a front setback of 10 feet in lieu of the 25 feet that is required. The applicant attended a Development Review Committee meeting on September 6, 2018. The Board of Aldermen approved the preliminary plat for the proposed subdivision on September 18, 2018. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the November 20, 2018 meeting.

NOTIFICATION:

52 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on October 16, 2018 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information about the request.

VARIANCE REQUESTS FROM:

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.

(Ord. No. 2008-9, § II, 11-4-08)

VARIANCE REQUEST REQUIREMENTS:

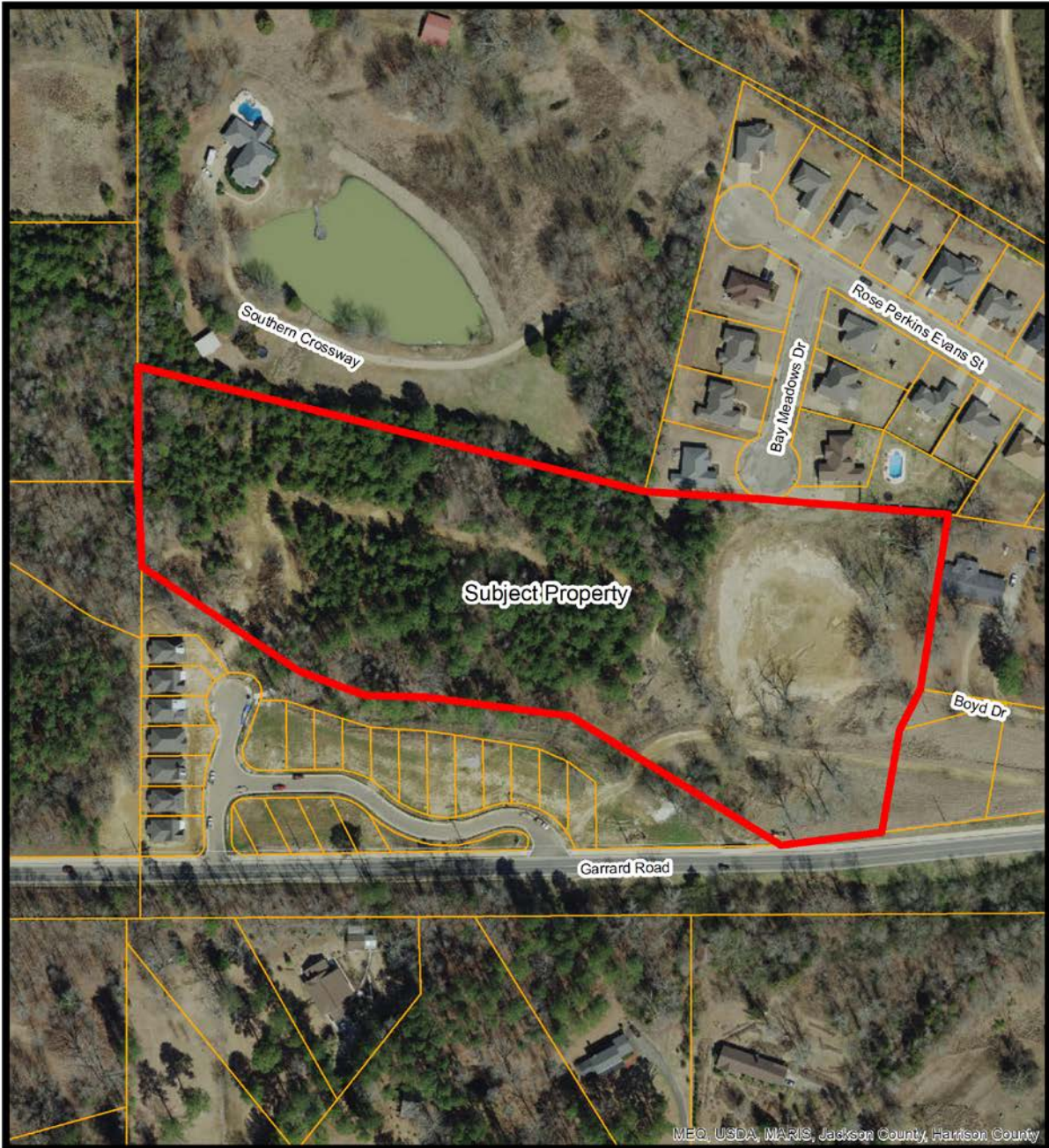
Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the Board of Adjustments and Appeals unless and until a written application for a variance shall be submitted, demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the Board of Adjustments and Appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity

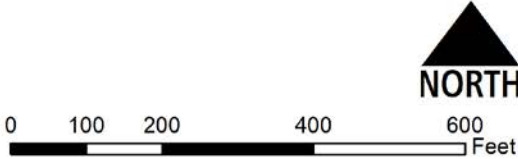
with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the Board of Adjustments and Appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Attachment 1
VA 18-10 Aerial

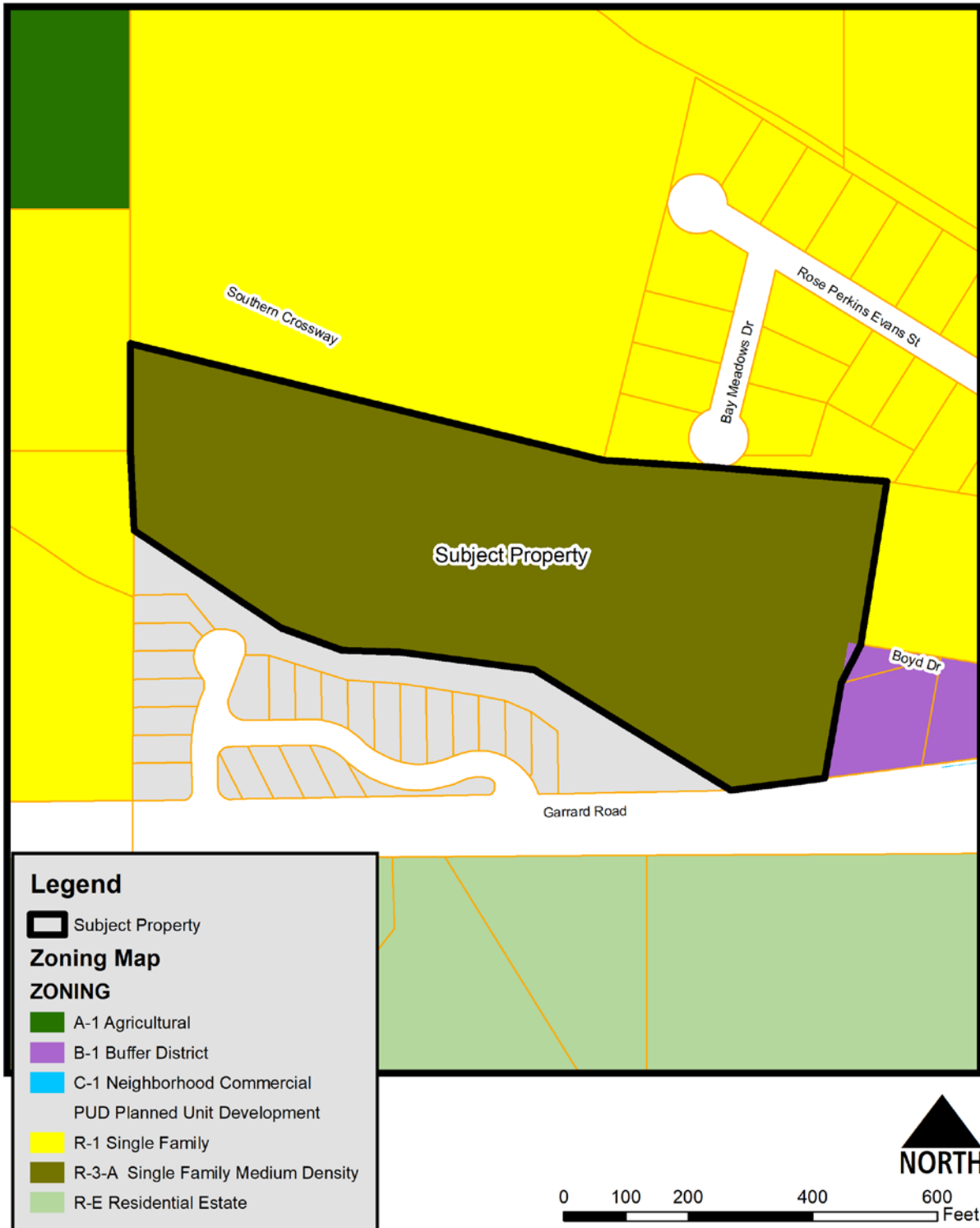


Legend

 Subject Property



Attachment 2
VA 18-10 Zoning



Attachment 3



VARIANCE APPLICATION
City of Starkville Board of Adjustments & Appeals
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org

APPLICANT / AGENT INFORMATION

Name: Crosstown Development Phone: (601) 955-4590
Address: P.O. Box 2756, Madison, MS 39130
E-mail address: trey@crosstown.ms todd@crosstown.ms

PROPERTY OWNER INFORMATION

Name: Mike Kraker Phone: (662) 312-5136
Address: 501 South Montgomery St. #19, Starkville, MS 39759
E-mail address: mkraker@bellsouth.net

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: _____
Tax Map/Parcel ID Number: 177c-00-036.01 Zoning: _____
Variance Sought: Setback
Dimension Requested: 10' Dimension Required: 25'
Section(s) of the Code of Ordinances from which variance is being sought:

Reason for request:

Our vision for the The Cottages of Starkville is to create a traditional neighborhood feel, complete with front porches and sidewalks. By moving the homes closer to the street, we are able to achieve the architectural look we seek; also, we create parking in the rear of the residences.

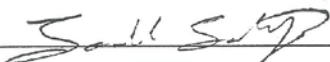
Property to the NORTH: Zoning _____ Current Use _____

Property to the EAST: Zoning _____ Current Use _____

Property to the SOUTH: Zoning _____ Current Use _____

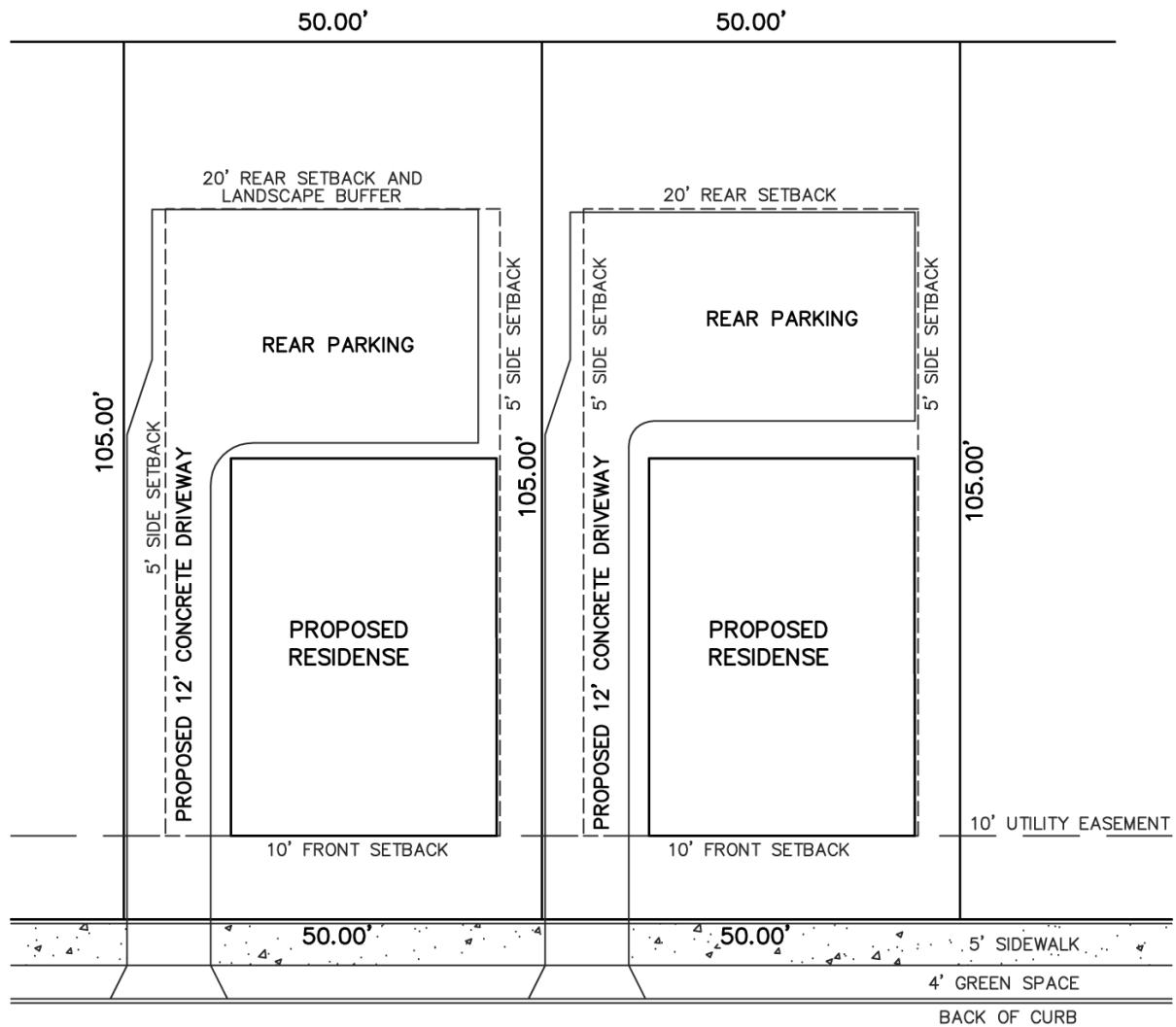
Property to the WEST: Zoning _____ Current Use _____

☒ Application Fee ☒ Legal Description ☒ [Notarized Owner Authorization](#)

Submitted by: Todd Sandridge  Date: 9/17/2018

[illegible]

Attachment 6- Site Sketch



LOT SETBACK DETAIL
NOT TO SCALE



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

AGENDA ITEM DEPT.: Community Dev-Planning
AGENDA DATE: November 20, 2018
PAGE: Page 1 of 13

SUBJECT:

Discussion and Consideration of FP 18-13 a request for Final Plat approval for subdividing +/-9.36-acre parcel into 51 lots on the west side of the intersection of South Montgomery and Kerkling Drive in a R-4A zone with the parcel number 105 -15-007.000

SUMMARY:

The applicant Saunders Ramsey, on behalf of Live Adelaide, LLC, is requesting Final Plat approval for subdividing a +/-9.36-acre parcel into 33 lots. The proposed subdivision is named "Adelaide, Phase II". On November 13, 2018, the Planning and Zoning Commission voted 5-0 to recommend approval of the Final Plat with the following Recommended Conditions:

Recommended Conditions by the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-4A dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Erosion control vegetation shall be established on all disturbed areas.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. 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 design professional, guaranteeing accuracy.
14. 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.

In addition, to the recommended condition by the Planning and Zoning Commission, Staff is requesting one additional condition:

1. The Final Plat will not be signed or released by City Staff until all noted deficiencies shall be either corrected or a form of surety provided to cover the cost of completing the deficiencies.

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 FP 18-13 Final Plat for “Adelaide, Phase II” subdivision with recommended conditions by Planning and Zoning Commission and City Staff.



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: FP 18-13 Request for Final Plat approval for subdividing +/-9.36 acre parcel into 51 lots on the west side of the intersection of South Montgomery and Kerkling Drive in a R-4A zone with the parcel number 105 -15-007.00
Date: November 13, 2018

The purpose of this report is to provide information regarding the request by Saunders Ramsey on behalf of Live Adelaide, LLC for Final Plat approval for subdividing a +/-9.36 acre parcel into 33 lots. The proposed subdivision is named "Adelaide, Phase II". The proposed subdivision is located in an R-4A zone. The proposed subdivision is located on west side of the intersection of South Montgomery and Kerkling Drive. The Preliminary Plat was approved by the Board of Aldermen on April 18, 2017. Please see attachments 1-5.

Below is information pertaining to R-4A

Sec. S. - R-4A single-family, high-density.

- A. Intent. The intent of this zoning district is to permit single-family residential development and associated uses in a high quality setting, according to a unified plan. The uses and standards in this district are intended to promote flexibility and innovation in site design, enhance the environmental quality and attractiveness of the community, and to assure the compatibility of the proposed development with adjacent land uses. The R-4A zoning district shall be highly suitable for compact, infill development or redevelopment of existing parcels of land to prevent sprawl and to encourage sustainable development within the city. R-4A zoning districts shall be more restrictive than the R-4 (zero lot line/cluster development) district but less restrictive than R-1 (single family) district.*
- B. Conditions to be met by single-family, high-density (R-4A) developments.*
- 1. District regulations. Every R-4A development erected and maintained under the provisions of this article shall comply with all regulations established in this section.*
 - 2. Site plan and improvements. A site plan for an R-4A development shall show and there shall be provided the following:*
 - a. Drainage. Adequate facilities for the drainage of surface water, including storm sewers, gutters, paving, and proper design of finished grades.*
 - b. Circulation and parking. Adequate facilities for the safe and convenient circulation of pedestrian and vehicular traffic, including walks, driveways, off-street parking area(s), and landscaped separation spaces between pedestrian and vehicular ways.*
 - c. Open space. A minimum of 20 percent of the gross land area within an R-4A district shall be designated as open space for the use and enjoyment of its owners, occupants and their guests. Open space area includes both private and common areas within the R-4A development project site. Required open space*

may be used for active recreational activities such as walking, jogging, swimming pools, golf, tennis and other court games; or passive recreational uses such as sitting, scenic viewing or picnics. Open space areas shall be attractively landscaped and may contain water features, benches, gazebos, gardens, planting strips, trails, tennis courts, or other recreational or landscaping amenities. Streets, driveways and parking areas shall not be considered part of this open space.

- d. *Responsibility for common open space.* Nothing in this section shall be construed as a responsibility of the city, either for maintenance or liability of the following which shall include, but not be limited to, any private open areas, parks, recreational facilities, and a "hold harmless" clause shall be incorporated in the covenants running with the land to this effect.
- e. *Utilities to be located underground.* Any R-4A development shall specify that all utilities shall be constructed underground.
- f. *Size of area.* Although there is not a minimum size, the area proposed for development shall be large enough to permit and accommodate an R-4A development. Building setbacks are to be determined by the development proposal upon approval. An R-4A approval shall not be granted if, in the opinion of the planning and zoning commission, the proposed development would have a direct negative or adverse impact on the surrounding area.

C. *Requirements for site plans of proposed R-4A developments.*

- 1. *Application.* An application for approval of an R-4A proposal shall be filed with the city planner and shall contain the following information: address, and interest of any others represented by the applicant; the concurrence of the owner(s) of the entire land are included in the proposal and all encumbrances of such land; evidence that the applicant and/or owners intend to develop the land along with a written narrative expressing the character of the proposed development.
- 2. *Site plans.* An application for an R-4A development is to be accompanied by a site plan which must include both maps and a written narrative. Adjacent properties impacted by the development are to be identified. The following data may be required with the preliminary submission:
 - a. *Existing topography of the site.*
 - b. *Drainage within the project and adjacent area, if impacted.*
 - c. *Existing and proposed land uses and existing zoning.*
 - d. *Existing property lines.*
 - e. *Circulation system including walks, curb-cuts, ingress and egress drives, driveways.*
 - f. *Parking areas.*
 - g. *Areas proposed to be dedicated or reserved for parks, playgrounds and common areas.*
 - h. *Approximate location of all buildings, structures, and other improvements, including walkways.*

- i. *Graphic presentation representative of the proposed structures and improvements.*
 - j. *A tentative development schedule including timing and scope of any proposed phasing.*
 - k. *Any proposed restrictive covenants or homeowner association agreements governing the maintenance and continued protection of the proposed development.*
- D. *Review and approval process of proposed R-4A developments.*
 - 1. *Review process. Upon receipt of an application for approval of a site plan for an R-4A development, properly and completely made out, the city planner shall distribute copies to the development review committee for review and recommendations. Recommendations from the development review committee shall be forwarded to the planning and zoning commission for a public hearing. The planning and zoning commission shall hold a public hearing and interested parties notified in the same manner as for other rezoning hearings. Following the public hearing, the planning and zoning commission shall transmit its recommendation of approval or disapproval to the mayor and board of aldermen, including any conditions of approval, which may include a performance bond.*
 - 2. *Final approval. Final approval of a proposed R-4A development shall rest with the mayor and board of aldermen. The recommendations of the planning and zoning commission and the development review committee shall be considered and any conditions of approval may be amended, revised or stricken as determined. The approved site plan shall be binding and shall control the issuance of permits and/or certificates.*
 - 3. *Revisions or amendments to an R-4A development site plan. Revisions or amendments to approved R-4A site plans which result in a reduction of the number of approved dwelling units/density, as well as an increase in open space, shall be allowed, upon review and approval by the city planner. Any proposed increase in dwelling units/density, or a decrease in open space, shall require a submittal of the revised site plan to the city planner in the same manner as prescribed for a new application.*
 - 4. *Appeal. Any person aggrieved by a decision of the planning and zoning commission in approving or disapproving an application for an R-4A development proposal under this article may within ten days from the date of such decision, file a written request to the mayor and board of aldermen and there upon the mayor and board of aldermen shall proceed to review the proposal in the same manner prescribed for other rezoning applications.*
- E. *Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.*
- F. *Permitted and conditional uses shall be as follows:*
 - 1. *The following uses are permitted by right in the R-4A zoning district:*
 - a. *Single-family dwelling.*
 - b. *Garden.*
 - c. *Home occupation.*

2. *The following uses are allowed by conditional use in the R-4A 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.*

G. Comprehensive Plan. The R-4A zoning district shall be considered a high density residential land use classification allowing a maximum gross density of 15 dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.

(Ord. No. 2008-9, § II, 11-4-08)

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 9.36 acres with a total of 33 lots. The proposed development has a gross density of 3.5 units per acre. The covenants have been sent to the City Attorney for review.

Easements and Dedications

All easements and dedications are provided on the final plat. The roadways will be dedicated to the City. The County has reviewed and approved of the proposed road name. Electrical service will be provided by 4 County and will be place underground. Potable water and sanitary sewer utility services will be provided by the City. Street numbers have been assigned for construction permitting and utility assignments.

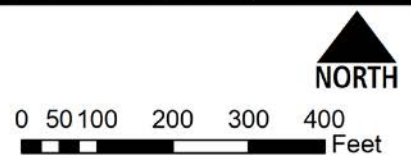
Findings and Comments

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 no adversely effected parties.

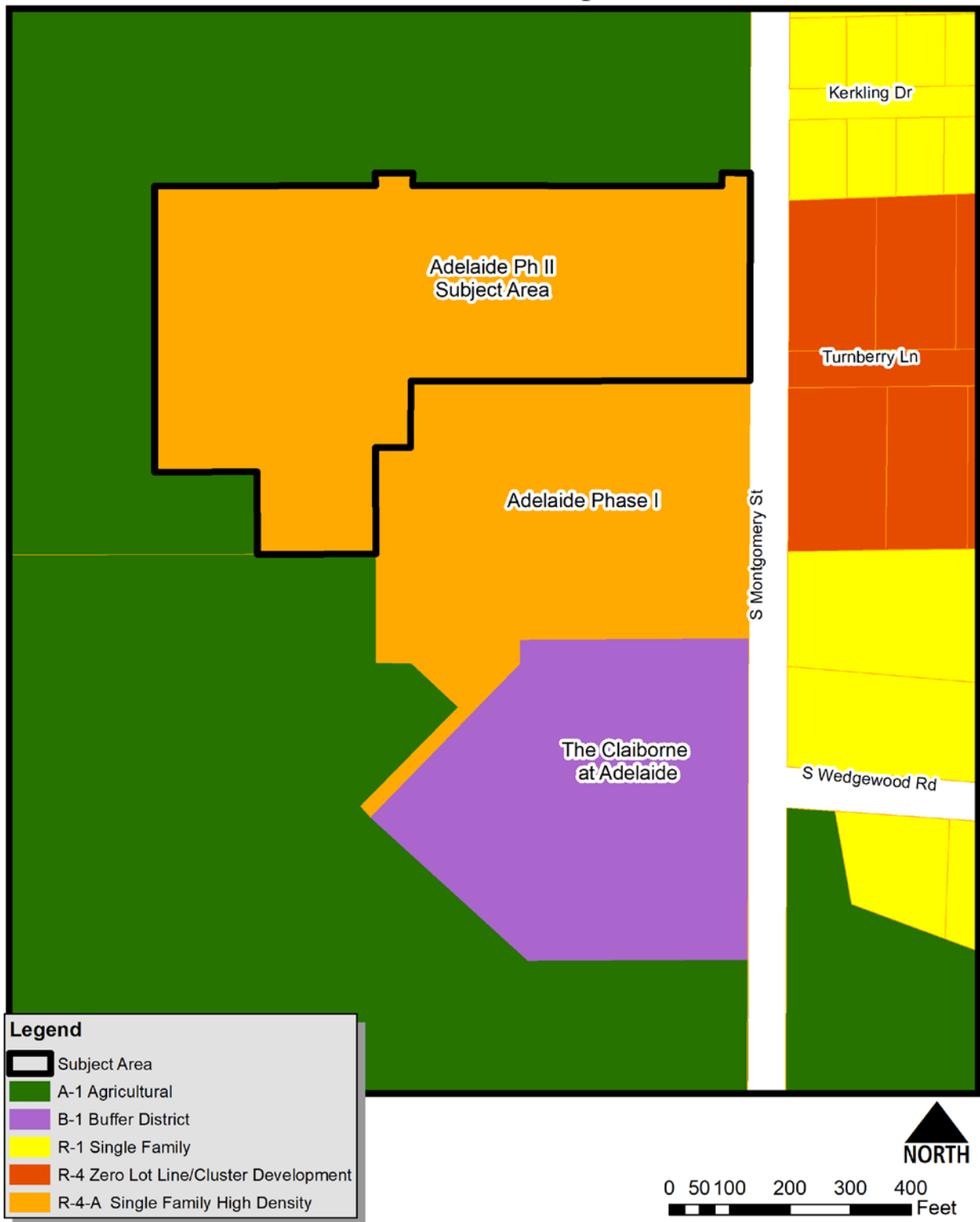
REQUESTED CONDITIONS:

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 final plat shall meet the minimum requirements for R-4A dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Erosion control vegetation shall be established on all disturbed areas.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. 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 design professional, guaranteeing accuracy.
14. 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
FP 18-13 Aerial



Attachment 2
FP 18-13 Zoning

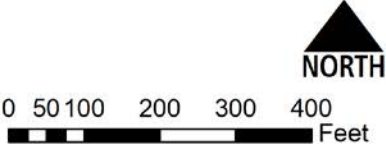


Attachment 3
FP 18-13 Plat Overlay

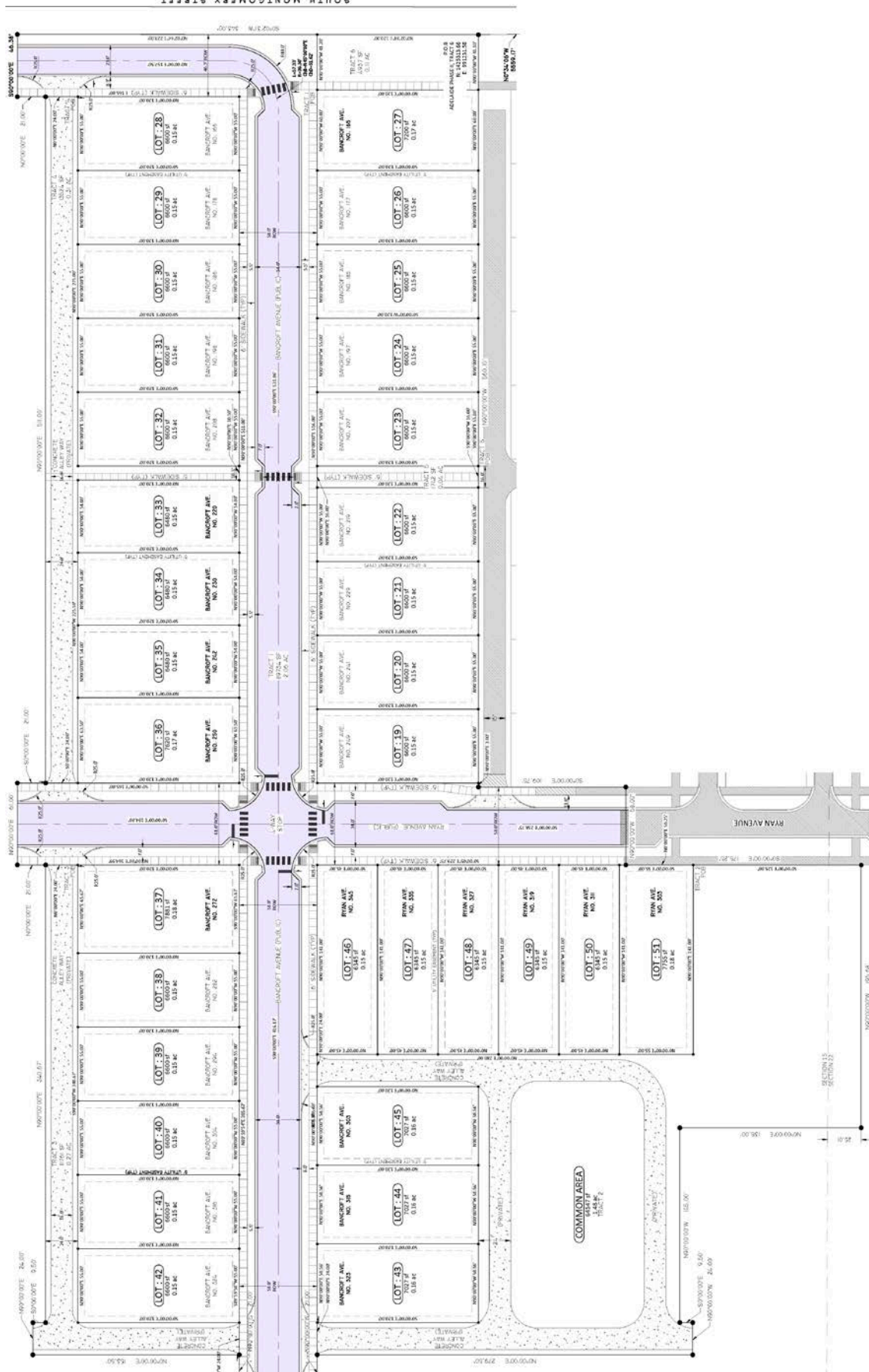


Legend

 Subject Area



Attachment 5- Enlarged Plat





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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 11.20.18
PAGE: 1

SUBJECT: Consideration of adding four drainage projects to the Capital Improvement Drainage listing: Oktibbeha Drive, Dover Court, Starr Avenue, and Worley Street.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached is an updated Drainage listing with the new four proposed projects included at the bottom of the listing.

A presentation with photos and conceptual plans is also attached. A brief description of each project is as follows:

- Oktibbeha Drive- There is significant yard flooding occurring at 103 Oktibbeha Drive along with channel erosion. A drainage study was performed and it was confirmed that the storm piping infrastructure is undersized. This project will not address increased capacity but will better improve the flow and prevent future erosion.
- Dover Court- Approximately 350' of plastic drainage pipe is failing on the west side of Dover court. This is caused primarily due to inadequate installation and is causing sinkholes adjacent to the pipe. It is proposed to remove and replace this pipe.
- Starr Avenue- a large area of developed property drains to only a single inlet and during heavy rain events, the cul-de-sac area of this roadway is flooded and may prevent vehicular passage. This project will add additional inlet(s) to improve drainage capture.
- Worley Street- on large rain events, water is entering part of the Bell Building supply warehouse. This is caused due to inadequate infrastructure in the area. This project will involve adding an upstream inlet and corresponding pipe for better capture and conveyance.

SUGGESTED MOTION: Move for approval to adding four drainage projects to the Capital Improvement Drainage listing: Oktibbeha Drive, Dover Court, Starr Avenue, Worley Street.

CITY OF STARKVILLE- DRAINAGE IMPROVEMENT PROJECTS

Project List and Cost Estimate- rev. 14

11/13/2018

DRAINAGE IMPROVEMENT PROJECTS										
Drainage Project	Project Limits		Length	Bottom Width	Work Type	Concrete Ditch Cost	Erosion Matting/ Rip Rap	Storm Drainage Cost	Project Estimated Cost	
Location	(from)	(to)								
Eckford Dr.	Near intersection of Yellowjacket		224	-	Install Inlets and pipe	-	-	\$50,517	\$50,517	
Central Ave.	Central Ave	Rear property lines (north)	160	5	Concrete channel for 40', Reshaping and Rip Rap remainder	\$21,500	\$33,186	-	\$54,686	
Broad St. (east)	Near intersection of Old West Point		120	6	Remove undersized pipe, Concrete channel	\$16,800	-	\$2,000	\$18,800	
Plum Road	Curve in road near 2108 Plum Rd.		27	-	Installation of Inlet, Replace ex. Inlet, Replace Storm Pipe	-	-	\$8,000	\$8,000	
Elm Place	Intersection of Chestnut St.		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000	
S. Washington St.	Near intersection of Gillespie St.		680	3	Retrofit 2 inlets, replace undersized pipe	-	-	\$14,142	\$14,142	
Kirkside Dr.	Brianwick	Ex. concrete channel	680	3	Install 3' wide concrete flume	\$29,460	-	-	\$29,460	
Northgate St.	Northgate Rd.	Walden Rd.	680	3	Install 3' wide concrete flume	\$12,120	-	\$2,000	\$14,120	
Yorkshire Rd.	Intersection of Nottingham, Sherwood Roads		-	-	Inlet retrofit (3), concrete swale	\$3,500	-	\$9,000	\$12,500	
Yellowjacket Dr.	Intersection of Jackson St.		-	-	Inlet retrofit (4)	-	-	\$14,000	\$14,000	
Pin Oak St.	Near intersection of Cottonwood Rd.		120	-	Remove/Replace concrete curb and gutter	\$4,500	-	\$9,000	\$13,500	
Stonegate Rd.	Willow Bend Rd.	Rear prop line	200	2	Concrete Bottom	\$6,900	-	-	\$6,900	
Fairfield / Sheffield	Near intersection of Montgomery Street		33	22	Concrete section of roadway for drainage	-	-	\$19,000	\$19,000	
West Main/ Beattie	Existing inlets in West Main/Beattie neighborhood		-	-	Inlet retrofits and stormwater capture improvements	-	-	\$9,000	\$9,000	
Maple St.	Phase 2	Stark Rd.	370	8	Remove existing Culvert, Concrete Bottom Ditch	\$77,000	-	-	\$77,000	
Total projects in subtotal: 15						Contingency		\$5,255		
						Subtotal Drainage Projects Estimate				
Old West Point Rd.	Bridge just south of Garrard Road		-	-	Bridge Replacement	-	-	-	\$250,000	
Colonial Hills II	Shadowood Rd.	Paralleling Shadowood	800	4	Concrete Bottom, Permanent Erosion Matting	\$42,688	\$39,378	-	\$82,066	
Green St. (east)	Rear prop. line- Green St.	Rear prop. line- Montgomery	350	2	Concrete Bottom, Permanent Erosion Matting	\$10,063	\$17,228	-	\$27,290	
Walnut Rd.	Peach St.	Walnut +300'	990	4	Concrete Bottom, Permanent Erosion Matting	\$26,064	\$6,600	-	\$32,664	
Ave. of Patriots	Ave. of Patriots	Nathan Hale Rd.	250	2.5	Inlet Modifications and Pipe Replacement	-	-	\$15,000	\$15,000	
Hollis III	Highway 12	Yellowjacket	750	5	Reshaping, Rip Rap, Replace concrete	-	\$174,000	-	\$174,000	
Colonial Hills	S. Montgomery St.	Ex. headwall	850	-	Replacement of double 36" pipe	-	-	\$350,094	\$350,094	
Oktibbeha Drive	Existing channel	Ex. Headwall	100	3	Concrete Bottom, Permanent Erosion Matting	\$27,227	-	-	\$27,227	
Dover Court	Huntington Drive	Ex. Inlet	350	-	Plastic Pipe removal and replacement	-	-	\$38,655	\$38,655	
Starr Avenue	Cul-de-sac				Installation of two additional inlets and piping	-	-	\$14,350	\$14,350	
Worley Street	Lampkin	Ex. Inlet	142		Installation of an inlet, piping and concrete replacement	-	-	\$21,850	\$21,850	

Total projects remaining: 11

Total Drainage Projects Estimate	\$1,279,739
----------------------------------	-------------



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.20.18
PAGE: 1

SUBJECT: Consideration of Approving Change Order for the Highway 12 Landscaping project to include the areas included in Phase 2 of the Highway 12 project.

AMOUNT & SOURCE OF FUNDING
Bullyvard funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Proposals were solicited from landscaping companies to complete the landscaping associated with the first phase of the Highway 12 project in the Spring of 2018.

The Board approved SGK landscapes as the low quote and authorized the Mayor to execute a contract, which was performed on 4/4/18. A notice to proceed was issued on 6/7/18.

The second phase of the roadway project has been completed. The attached landscape plan has been approved and permitted by MDOT.

This plan is much smaller in scope than the initial phase and contains many of the same plant and landscaping materials. It is proposed to incorporate this additional work from the Phase 2 areas into the original contract via Change order to include the new quantities as well as additional construction days.

The total estimated additional cost is \$52,167.03 which will be paid for out of Bullyvard funds.

SUGGESTED MOTION: Move to Approve the Change Order for the Highway 12 Landscaping project to include the areas included in Phase 2 of the Highway 12 project.

1-18-53-12-0322

Mike Tagert
Northern District Commissioner

Mark Holley
District 1 Engineer

P. O. Box 2060
Tupelo, MS 38803-2060
Telephone (662) 842-1122
FAX (662) 844-5731



Melinda L. McGrath
Executive Director

James A. Williams, III
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

1-18-53-12-0322

October 24, 2018

City of Starkville

Dear Sir,

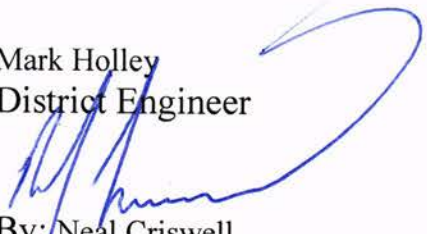
Attached is a copy of the approved application and plan for the proposed landscaping on the ROW of SR 12 in Oktibbeha County.

Please contact Mr. Arnold Gregory at 662-255-7171 48 hours before proceeding with the work on this permit.

If we can be of further assistance, please contact this office.

Yours truly,

Mark Holley
District Engineer


By: Neal Criswell
Permit Officer

NRC

Attachments

Cc: Mr. Carlton Fisher, Mr. Hal Estes, Mr. Arnold Gregory

MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 6 of 24

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



Show North

Matchline Sheet 7

EXISTING R.O.W.

Daruma Loropetalum
3 gal (23)

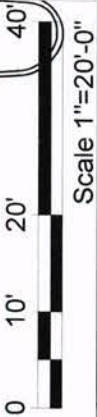
Urbanite Ash
B & B (4)

Parson's Juniper
3 gal (27)

Pink Muhly
(21) 3 gal

Evergreen Giant Liriope
(197) 1 gal

Sta. 1745+0.00



MND-005
Rev. 2-93

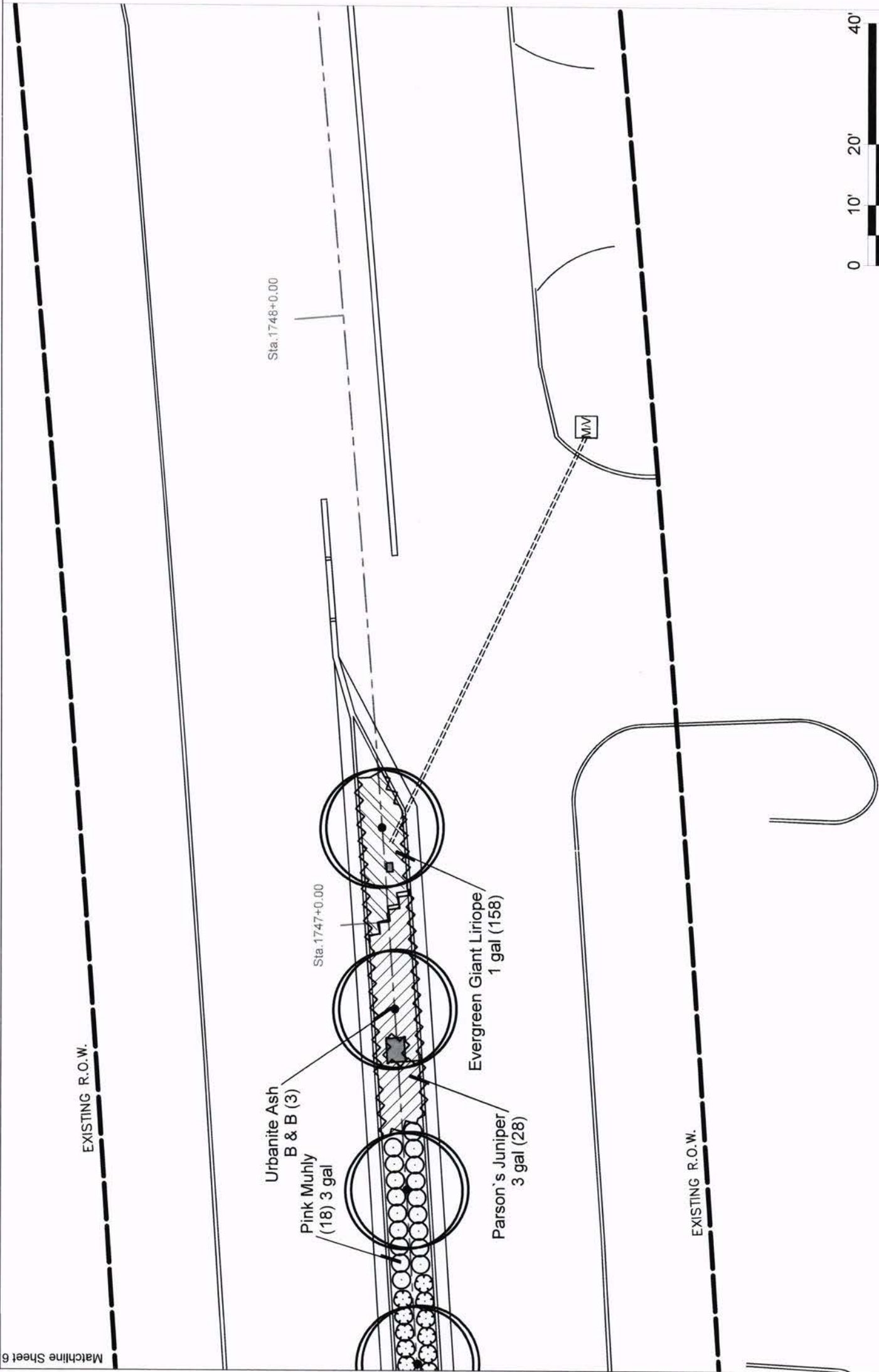
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 7 of 24

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

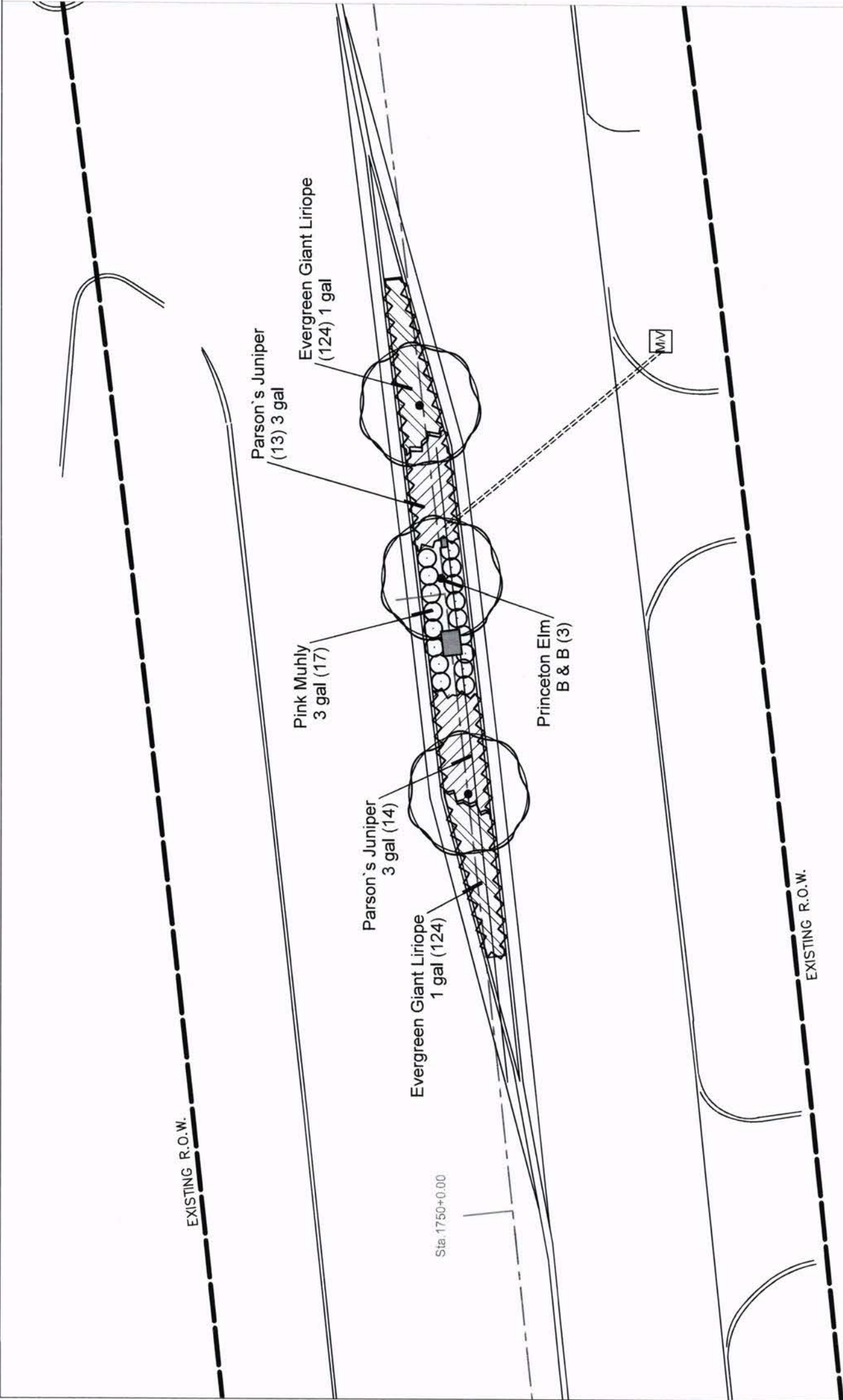
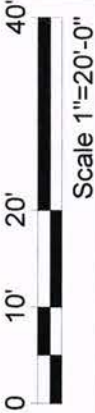
Sheet No.: 8 of 24

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



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MND-005
Rev. 2-93

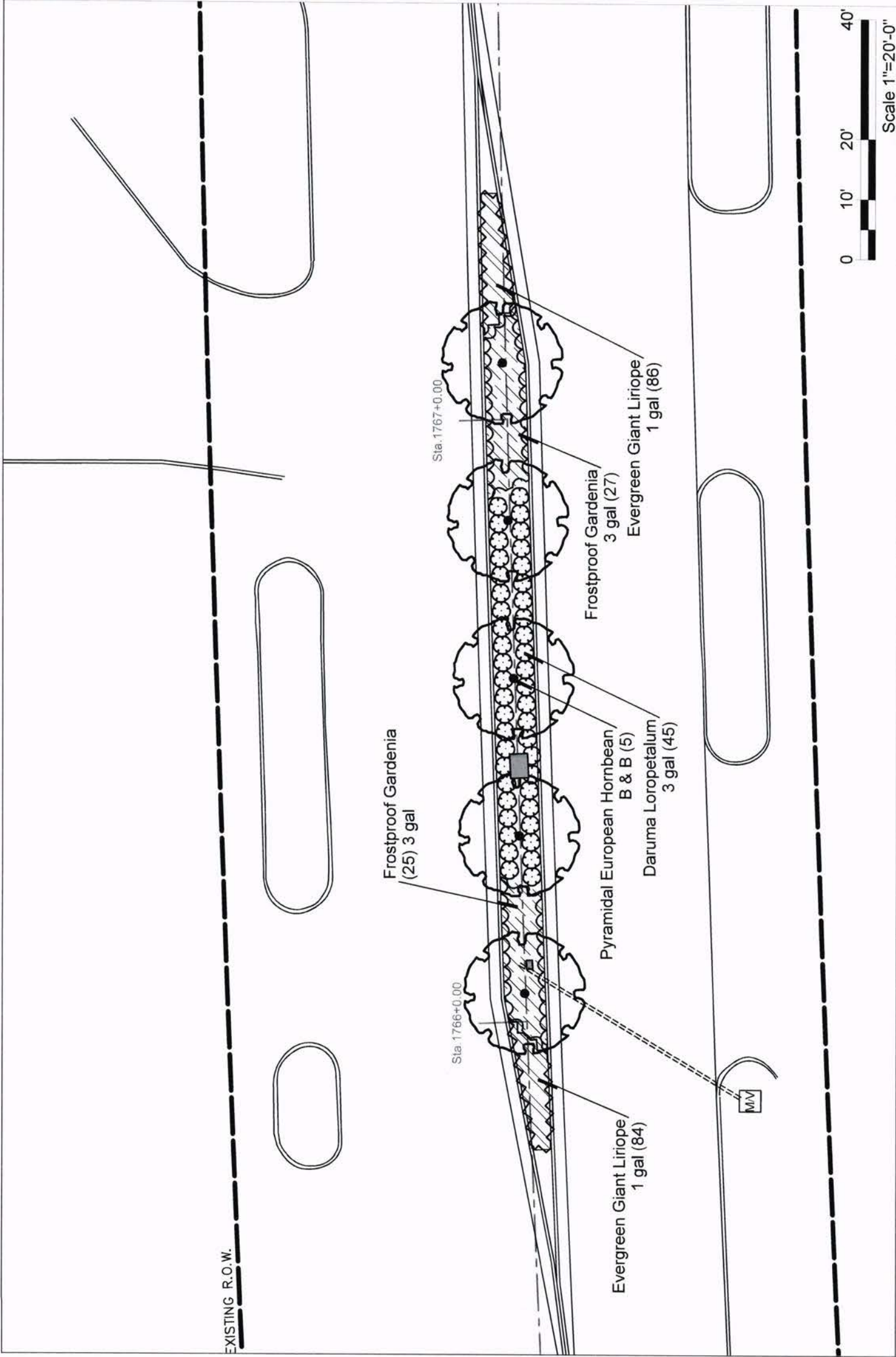
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 9 of 24

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
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MND-002
MND-004

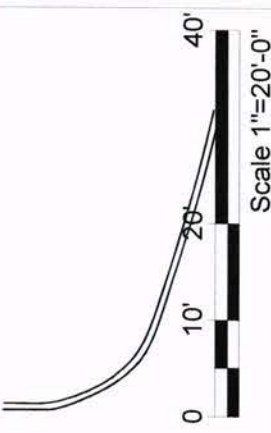
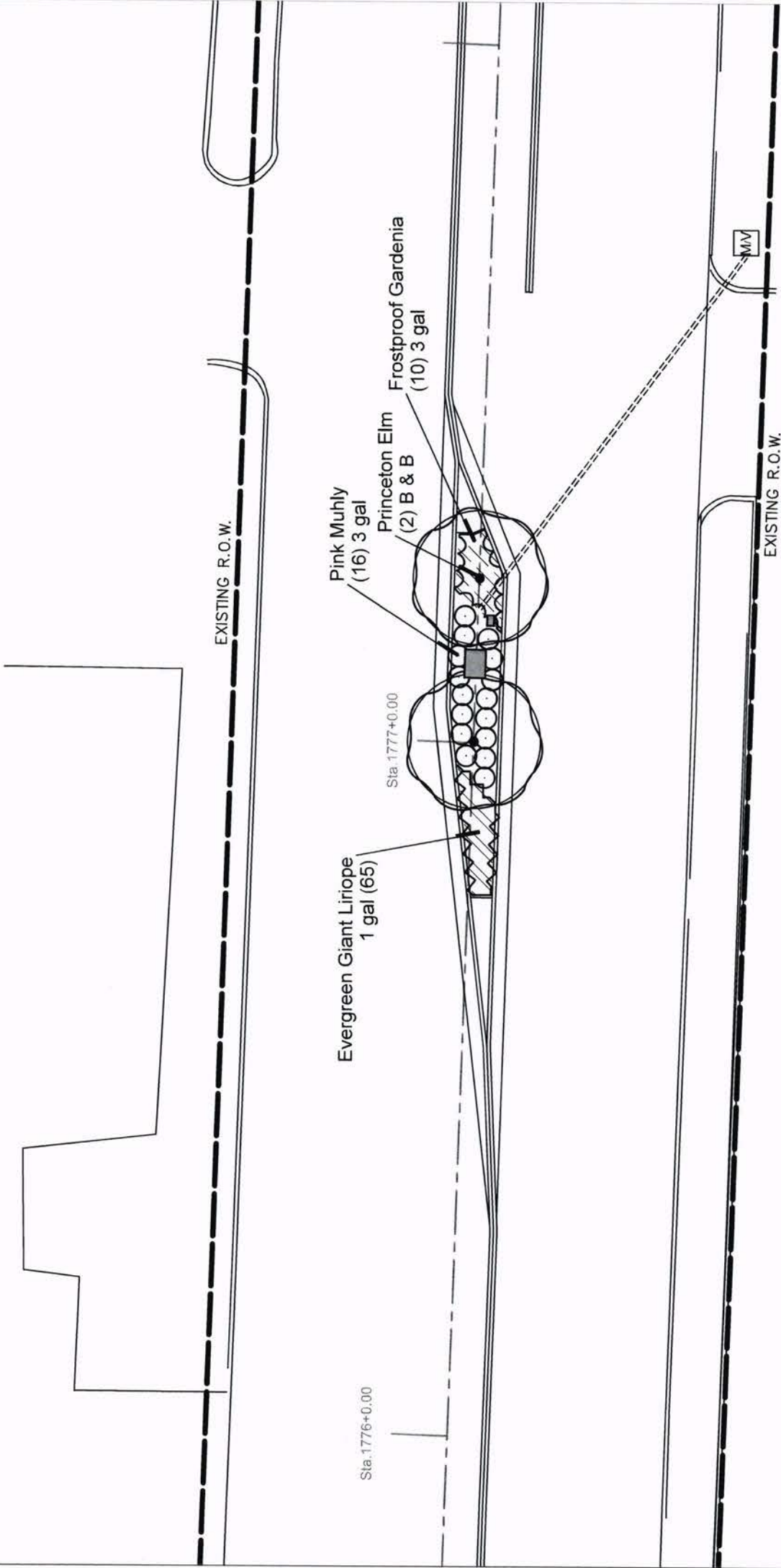
Sheet No.: 10 of 24

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



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MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
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MND-002
MND-004

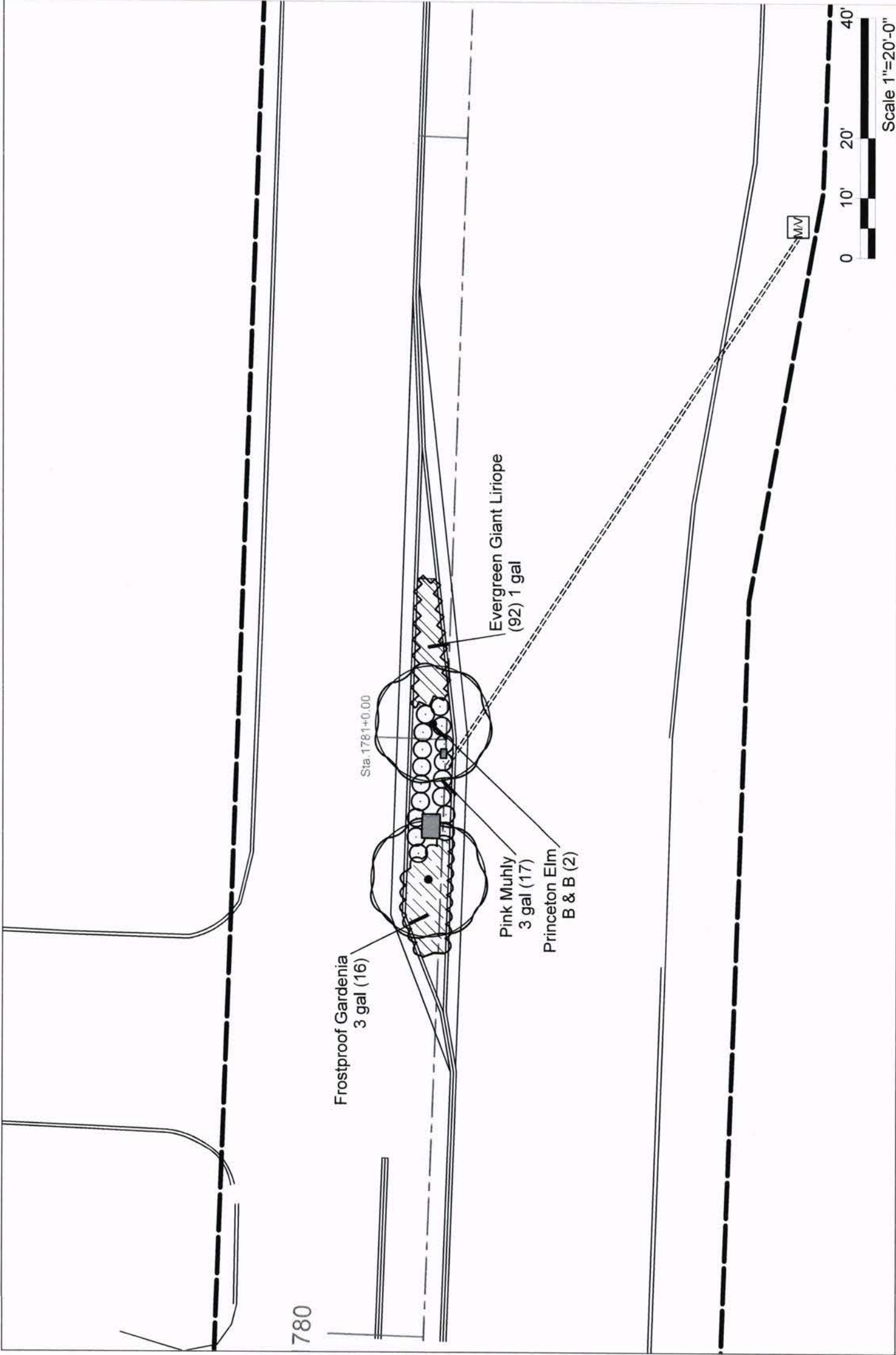
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Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



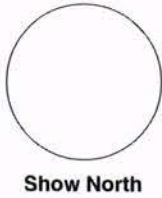
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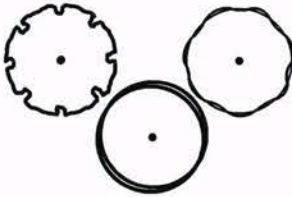
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REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
8-28-2018	DPH		



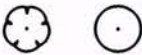
PLANT SCHEDULE

TREES



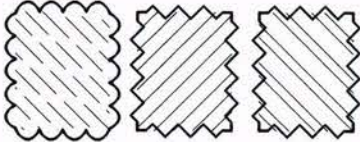
<u>BOTANICAL NAME / COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>SIZE</u>	<u>QTY</u>
Carpinus betulus 'Fastigiata' / Pyramidal European Hornbeam	B & B	2"Cal	10-12'H	5
Fraxinus pennsylvanica 'Urbanite' / Urbanite Ash	B & B	2"Cal	10-12'H	7
Ulmus americana 'Princeton' / Princeton Elm	B & B	2"Cal	10-12'H	7

SHRUBS



<u>BOTANICAL NAME / COMMON NAME</u>	<u>SIZE</u>	<u>FIELD2</u>	<u>FIELD3</u>	<u>QTY</u>
Loropetalum chinense rubrum 'Daruma' / Daruma Loropetalum	3 gal			68
Muhlenbergia capillaris / Pink Muhly	3 gal			89

SHRUB AREAS



<u>BOTANICAL NAME / COMMON NAME</u>	<u>CONT</u>	<u>FIELD2</u>	<u>FIELD3</u>	<u>SPACING</u>	<u>QTY</u>
Gardenia jasminoides 'Frostproof' / Frostproof Gardenia	3 gal			32" o.c.	78
Juniperus davurica 'Parsonii' / Parson's Juniper	3 gal			36" o.c.	82
Liriope muscari 'Evergreen Giant' / Evergreen Giant Liriope	1 gal			12" o.c.	930



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 11/20/2018
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending November 15, 2018 is \$1,989,888.59
Of which the claims amount for Starkville Utilities is \$1,283,360.82

**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 November 15, 2018 for fiscal year ending 9/30/19, 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 11/02/2018 - 11/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
RACKLEY OIL INC.	488182	11/13/2018	FUEL INVENTORY	001-000-070-251	20,847.96
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-000-053-206	150.81
PETTY CASH VOUCHERS	INV0027794	11/13/2018	FILE EASEMENTS, FILE DEED	001-000-053-206	24.00
SOUTHERN	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-000-053-206	802.18
TELECOMMUNICATIONS					
SOUTHERN	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-000-054-205	311.39
TELECOMMUNICATIONS					
Outstanding Total:					22,136.34
Paid					
JACQUERIA SCALES	INV0027747	11/02/2018	RESTITUTION FROM A.SMART/DKT#1341121	001-000-149-691	100.00
SHAWANDA TATE	INV0027748	11/02/2018	RESTITUTION FROM K.ELLIOTT/DKT#1354143	001-000-149-691	40.00
RILEY WATKINS	INV0027745	11/02/2018	OVERPAYMENT ON CASH BOND/DKT#1357597	001-000-149-691	20.00
KATHERINE MCWHIRTER	INV0027746	11/02/2018	TICKETS WERE DISMISSED AFTER PAID	001-000-149-691	631.00
JOHNNY CALMESE	INV0027749	11/02/2018	RESTITUTION FROM B.ROBERSON/DKT#1332743	001-000-149-691	100.00
Paid Total:					891.00
Department 000 - UNDESIGNATED Total:					23,027.34
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-100-604-330	186.84
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-100-604-330	77.34
Outstanding Total:					264.18
Department 100 - BOARD OF ALDERMEN Total:					264.18
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	3091663236	11/13/2018	SEPTEMBER 2018 SERVICES	001-110-600-300	321.00
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-110-604-330	37.39
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-110-620-370	6,013.82
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-110-604-330	77.34
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,214.00
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-376	148.76
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-377	3,196.23
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-378	469.76
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-382	22,812.52
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-385	1,705.25
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-387	6,329.49

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-389	60.00
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-393	222.75
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-395	103.50
STATE TREASURER	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-398	3,573.00
MS DEPT OF PUBLIC SAFETY	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,708.25
MS DEPT OF PUBLIC SAFETY	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-396	150.00
MS DEPT OF PUBLIC SAFETY	10.2018	11/10/2018	OCTOBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-397	600.00

Outstanding Total: 50,771.18

Paid

STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-166	1,092.00
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-376	123.24
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-377	2,381.70
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-378	425.75
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-382	17,892.00
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-385	1,739.00
MS DEPT OF PUBLIC SAFETY	09.2018	11/09/2018	SEPTEMBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,048.80
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-387	5,300.02
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-389	10.00
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-393	164.75
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-395	83.50
MS DEPT OF PUBLIC SAFETY	09.2018	11/09/2018	SEPTEMBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-396	750.00
MS DEPT OF PUBLIC SAFETY	09.2018	11/09/2018	SEPTEMBER 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-397	151.25
STATE TREASURER	09.2018	11/09/2018	SEPTEMBER 2018 COURT SETTLEMENT	001-110-330-398	3,216.00

Paid Total: 36,378.01

Department 110 - MUNICIPAL COURT Total: 87,149.19

Department: 111 - YOUTH COURT**Outstanding**

SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-111-604-330	120.82
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Outstanding Total: 120.82

Department 111 - YOUTH COURT Total: 120.82

Department: 120 - MAYORS OFFICE**Outstanding**

MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4027504332	11/14/2018	JME15733	001-120-604-330	44.28
CORNERSTONE GOVERNMENT AFFAIRS, LLC	COSMS-1118	11/13/2018	OCTOBER 2018 CONSULTING SERVICES+ TRAVEL TO MEETI	001-120-600-300	3,384.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-120-604-330	142.41
Outstanding Total:					3,677.03
Department 120 - MAYORS OFFICE Total:					3,677.03
Department: 123 - IT					
Outstanding					
WAI-MART-GENERAL CITY	04519	11/14/2018	TRUNK TREAT CANDY/BY DEP	001-123-691-550	98.26
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-123-604-330	259.11
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY	001-123-604-330	28.12
			HALL		
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE	001-123-620-370	22,500.00
			01/01/2019-12/31/2019		
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT#	001-123-604-330	77.34
			110245208		
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-123-604-330	62.43
Outstanding Total:					23,025.26
Department 123 - IT Total:					23,025.26
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
NEXTSTEP INNOVATION	NSI16006	11/13/2018	DELL COMPUTER NO MONITO	001-145-918-805	1,269.00
QUILL CORPORATION	2250244	11/13/2018	INK, CALCULATOR TAPE,	001-145-501-200	213.74
			SCISSORS		
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-145-604-330	50.27
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY	001-145-604-330	28.12
			HALL		
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT#	001-145-604-330	77.34
			110245208		
PETTY CASH VOUCHERS	INV0027793	11/13/2018	CITYWIDE TAILGATE SUPPLIES	001-145-691-550	24.99
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-145-604-330	31.21
Outstanding Total:					1,694.67
Paid					
LASHONDA WILSON	INV0027754	11/09/2018	REIMB MEALS FOR CMC	001-145-610-350	81.88
			TRAINING HATTIESBURG		
Paid Total:					81.88
Department 145 - OTHER ADMINISTRATIVE Total:					1,776.55
Department: 169 - LEGAL					
Outstanding					
MARTY HAUG	INV0027789	11/13/2018	VS ROGER FORRESTER	001-169-600-309	200.00
PETTY CASH VOUCHERS	INV0027794	11/13/2018	FILE EASEMENTS, FILE DEED	001-169-600-309	12.00
MITCHELL, MCNUTT, & SAMS,	362653	11/13/2018	GENERAL MATTERS	001-169-600-302	9,753.60
P.A./ CITY ATTORNEY					
MITCHELL, MCNUTT, & SAMS,	362654	11/13/2018	LITIGATED MATTERS	001-169-600-312	2,299.27
P.A./ CITY ATTORNEY					
COMMERCIAL DISPATCH, THE	INV0027787	11/13/2018	ADVERTISING OCTOBER 2018	001-169-615-342	324.00
Outstanding Total:					12,588.87
Department 169 - LEGAL Total:					12,588.87
Department: 180 - HUMAN RESOURCES					
Outstanding					
WAI-MART-GENERAL CITY	04519	11/14/2018	TRUNK TREAT CANDY/BY DEP	001-180-691-550	98.26
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-180-604-330	50.27
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY	001-180-604-330	28.12
			HALL		
Outstanding Total:					176.65
Department 180 - HUMAN RESOURCES Total:					176.65

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-190-604-330	135.94
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-190-620-370	2,300.00
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4027504332	11/14/2018	JME15733	001-190-604-330	44.28
ERIK BUSBY	INV0027800	11/14/2018	CONTRACT LABOR 11/1/18-11/14/18	001-190-600-300	570.00
Outstanding Total:					3,155.67
Department 190 - CITY PLANNER Total:					3,155.67
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	215364937	11/13/2018	CITY HALL 10.09.18	001-192-510-220	25.07
NORTHEAST EXTERMINATING	336696	11/13/2018	CITY HALL 10.26.18	001-192-600-338	45.00
KONE, INC.	959093016	11/14/2018	SEMI ANNUAL PMT-CITY HALL CONTRACT	001-192-600-338	3,765.12
TCC FACILITES MANAGEMENT, INC	3394	11/14/2018	CARPET CLEANING CITY HALL	001-192-600-338	500.00
CINTAS	215374796	11/14/2018	CITY HALL 11.13.18	001-192-510-220	11.22
Outstanding Total:					4,346.41
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,346.41
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
COMMERCIAL DISPATCH, THE	INV0027787	11/13/2018	ADVERTISING OCTOBER 2018	001-195-702-455	440.00
Outstanding Total:					440.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					440.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTONS LANDSCAPING & JANITORIAL, LLC	105	11/13/2018	OCTOBER 2018 LANDSCAPE SVC/CEMETARY	001-196-630-402	2,600.00
HAMPTONS LANDSCAPING & JANITORIAL, LLC	105	11/13/2018	OCTOBER 2018 LANDSCAPE SVC/CEMETARY	001-196-637-637	600.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00
Department: 197 - ENGINEERING					
Outstanding					
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-197-620-370	1,482.93
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-197-604-330	77.33
CANON SOLUTIONS AMERICA	4027504332	11/14/2018	JME15733	001-197-604-330	44.28
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-197-690-450	60.46
TRUSTMARK NATIONAL BANK	11.27.18	11/14/2018	#93894 2 TACOMA TRUCKS	001-197-820-874	412.21
TRUSTMARK NATIONAL BANK	11.27.18	11/14/2018	#93894 2 TACOMA TRUCKS	001-197-830-873	24.73
Outstanding Total:					2,130.06
Department 197 - ENGINEERING Total:					2,130.06
Department: 201 - POLICE DEPARTMENT					
Outstanding					
BERT JIMENEZ	997-438962	11/13/2018	REIMB HEADLIGHT	001-201-630-360	12.83
NORTHEAST EXTERMINATING	335407	11/13/2018	POLICE DEPT 09.21.18	001-201-630-426	50.00
SCOTT PETROLEUM DIV. #15	21092	11/14/2018	ACCT# 5607007 TANK RENTAL	001-201-545-238	48.00

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UNISTAR-SPARCO COMPUTERS, INC	1238804	11/14/2018	10 PK SURVEILLANCE CARDS 64GB	001-201-556-251	1,178.99
ZIP SCRIPTS	187451	11/14/2018	MEDS FOR C. DUKE	001-201-541-237	16.00
STARKVILLE FAMILY PRACTICE	INV0027797	11/14/2018	DOCTOR BILL FOR J.DUKE	001-201-541-237	312.00
RACKLEY OIL INC.	493378	11/13/2018	GAS	001-201-525-231	60.39
CARYL PRITCHARD	114-8555967-7737800	11/13/2018	REIMB AMAZON PURCHASE OF OFFICE SUPPLIES	001-201-501-200	227.88
RACKLEY OIL INC.	494221	11/13/2018	GAS	001-201-525-231	618.87
TRI-STARR MUFFLER & BRAKE	336661	11/14/2018	BATTERY & HEADLIGHT	001-201-630-360	316.22
R&M TIRES	1119397	11/13/2018	BRAKE LABOR FRONT	001-201-630-360	65.00
R&M TIRES	1119400	11/13/2018	FLAT REPAIR LEFT FRONT S-55	001-201-630-360	20.00
R&M TIRES	1119437	11/13/2018	MOUNT AND BALANCE TIRE	001-201-630-360	38.00
INTERSTATE BATTERY OF CNTRL MS	599813	11/13/2018	BRAKE PADS FOR S41	001-201-630-360	151.43
LOWE'S-POLICE	901951	11/13/2018	SUPPLIES FOR RANGE	001-201-545-238	67.50
R&M TIRES	1119409	11/13/2018	OIL CHANGE	001-201-630-360	45.00
GULF STATES DISTRIBUTORS, INC.	1306267-IN	11/13/2018	RELOADING SUPPLIES	001-201-545-238	3,862.50
CSPIRE WIRELESS	2026487442	11/13/2018	PHONE COVER	001-201-501-200	29.99
BASICS, INC. A Trade America Company	22920	11/13/2018	COPY PAPER, CLOROX, LYSOL	001-201-501-200	258.78
BASICS, INC. A Trade America Company	22920	11/13/2018	COPY PAPER, CLOROX, LYSOL	001-201-555-250	91.21
SCALES BIOLOGICAL LABORATORY, INC	4381V	11/14/2018	DNA ANALYSIS	001-201-600-300	2,880.00
WAI-MART-GENERAL CITY	04519	11/14/2018	TRUNK TREAT CANDY/BY DEP	001-201-691-550	98.26
TRI-STARR MUFFLER & BRAKE	336660	11/14/2018	OIL CHANGE AND AIR FILTER	001-201-630-360	51.73
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-201-604-330	199.83
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-201-604-330	1,737.22
WAI-MART-GENERAL CITY	03671	11/14/2018	AUX CORD, HARD DRIVE	001-201-501-200	134.60
R&M TIRES	1119467	11/13/2018	S-39 MOUNT AND BALANCE TIRE	001-201-630-360	19.00
WATERMARK PRINTERS LLC	11939	11/14/2018	BUSINESS CARDS M.HUGHES	001-201-615-343	38.00
HOWARD INDUSTRIES	18-00836921	11/13/2018	EXTERNAL HARD DRIVE	001-201-501-200	42.99
NORTHEAST EXTERMINATING	337012	11/13/2018	POLICE DEPT 10.26.18	001-201-630-426	50.00
SCOTT PETROLEUM DIV. #15	694168	11/14/2018	PROPANE FOR RANGE	001-201-525-231	515.81
R&M TIRES	1119475	11/13/2018	MOUNT & BALANCE TIRE, ALIGNMENT	001-201-630-360	141.00
BOB'S MOBILE RADIO	315906	11/13/2018	REMOVE CAMERA SYSTEM FROM CAR 2432@GUN RANG	001-201-630-400	345.00
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-201-620-370	40,869.50
ARMY NAVY PAWN SHOP	066003	11/13/2018	BOOTS FOR J.HORTON	001-201-535-233	73.00
ARMY NAVY PAWN SHOP	103118	11/13/2018	50 CALIBER AMMO CANS	001-201-556-251	140.00
OKTIBBEHA COUNTY COOPERATIVE	456666	11/13/2018	CLOTHING ALLOWANCE FOR D.THOMAS	001-201-535-233	249.74
DPS LAW ENFORCEMENT TRAINING	90073234	11/13/2018	ACCIDENT RECON STATE EXA	001-201-690-552	120.00
WAI-MART-GENERAL CITY	00429	11/14/2018	TOTE LOCKERS, 40 GALLON STORAGE BIN	001-201-556-251	42.95
WAI-MART-GENERAL CITY	04020	11/14/2018	GLOVES	001-201-535-233	74.24
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-201-604-330	77.33
WALTER CURTIS COMPANY, L	25374	11/14/2018	5 POCKET BADGES/LAY, DURR,WATKINS,LOTT, STEWA	001-201-535-233	230.00
CANON SOLUTIONS AMERICA	4027489927	11/13/2018	JMQ18879 POLICE	001-201-604-330	105.96
CANON SOLUTIONS AMERICA	4027491200	11/13/2018	JMQ18878 POLICE	001-201-604-330	111.47
RACKLEY OIL INC.	495023	11/13/2018	GAS	001-201-525-231	40.01
PITTS SIGN COMPANY	INV0027795	11/13/2018	REMOVE LETTERING FROM DUI CARS	001-201-600-300	300.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE FORD-LINCOLN MERCURY, IN	INV0027798	11/14/2018	REINSTALL BOLT IN STEERING WHEEL ON 2013 TAURUS	001-201-630-360	99.75
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027803	11/14/2018	UTILITY BILLS BY DEPARTMEN	001-201-625-380	209.00
BELL BUILDING SUPPLY, INC.	240383	11/13/2018	ACCIDENT RECON SUPPLIES	001-201-556-251	5.58
BOB'S MOBILE RADIO	315909	11/13/2018	REPAIR POWER TO PRINTER IN CAR 53, REP.CAMERA #60	001-201-630-400	225.00
LINDA MICHELLE HARGETT	103118-SPD	11/13/2018	PATCHES TO 150 SKULL CAPS/JOHN MICHAEL LAY	001-201-535-233	317.50
TRI-STARR MUFFLER & BRAKE	336689	11/14/2018	OIL CHANGE	001-201-630-360	38.95
NATCHEZ GRAND HOTEL	20332012	11/13/2018	MS POLICE CHIEF ASSOC CONFERENCE HOTEL	001-201-690-552	464.00
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-201-690-450	2,176.56
BANCORPSOUTH EQUIPMENT FINANCE	11.30.18	11/13/2018	#7334-70314-015/POLICE CA	001-201-820-874	26,639.89
BANCORPSOUTH EQUIPMENT FINANCE	11.30.18	11/13/2018	#7334-70314-015/POLICE CA	001-201-830-873	932.09
BOB'S MOBILE RADIO	11.2018	11/13/2018	NOVEMBER 2018 SERVICE AGREEMENT	001-201-630-404	440.00
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-201-604-330	31.21
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-201-604-330	62.43
Outstanding Total:					87,877.52
Paid					
DYLAN BOWERS	INV0027750	11/09/2018	REIMB O'REILLY PURCHASE OF HEADLIGHT	001-201-630-360	33.68
Paid Total:					33.68
Department 201 - POLICE DEPARTMENT Total:					87,911.20

Department: 261 - FIRE DEPARTMENT

Outstanding					
QUILL CORPORATION	2103526	11/13/2018	OFFICE SUPPLIES	001-261-501-200	213.82
QUILL CORPORATION	2134096	11/13/2018	OFFICE SUPPLIES	001-261-501-200	150.48
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-261-604-330	183.29
UPS	054E5Y438	11/14/2018	SHIPPING CHARGES	001-261-604-330	16.04
ENTENMANN-ROVIN CO.	0139658-IN	11/13/2018	4 BADGES	001-261-535-233	540.50
LOWE'S-FIRE	910938	11/13/2018	TANK SPRAYER & FLOOR APPL	001-261-555-250	17.06
WAI-MART-GENERAL CITY	00220	11/14/2018	ABSORBER, AIR FRESHNERS	001-261-630-360	34.00
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-261-620-370	45,742.70
RACKLEY OIL INC.	495022	11/13/2018	DIESEL	001-261-525-231	412.76
INTERSTATE BATTERY OF CNTRL MS	88640	11/13/2018	BATTERY FOR FD4	001-261-630-360	87.42
WAI-MART-GENERAL CITY	07169	11/14/2018	HOOVER VACUUM, STATION	001-261-918-805	97.00
ALARM SECURITIES, INC. dba ASI	11012018-108	11/13/2018	NOV. 2018 MONTHLYMAINTENANCE FOR OFFICE SERV PHONE	001-261-604-330	52.82
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-261-604-330	77.33
EAST MISSISSIPPI COMMUNITY COLLEGE	19-00527	11/13/2018	5 EMT POLO SHIRTS/DIAZ,HEATON, MASK,WATERS,MCKINN	001-261-535-233	154.75
NORTHEAST EXTERMINATING	337850	11/13/2018	FIRE STATION #1 11.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	337885	11/13/2018	FIRE STATION #2 11.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	337886	11/13/2018	FIRE STATION #3 11.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	338230	11/13/2018	FIRE STATION #5 11.01.18	001-261-558-269	22.00
RACKLEY OIL INC.	495247	11/13/2018	GAS	001-261-525-231	96.21
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027803	11/14/2018	UTILITY BILLS BY DEPARTMEN	001-261-625-380	492.00
NORTHEAST EXTERMINATING	337899	11/13/2018	FIRE STATION #4 11.02.18	001-261-558-269	22.00
UPS	54E5Y448	11/14/2018	SHIP PACKAGE TO SUNBELT	001-261-604-330	27.36
STARKVILLE AUTO PARTS	118731	11/14/2018	WIRES, WASH KIT	001-261-630-360	77.08

Expense Approval Report

Post Dates: 11/02/2018 - 11/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CPL	59178	11/13/2018	OIL CHANGE ON 2011 CROWN VICTORIA	001-261-630-360	57.71
LOWE'S-FIRE	901648	11/13/2018	SUPPLIES FOR STATION	001-261-555-250	36.97
THOMPSON MACHINERY	RP16698	11/14/2018	REPAIR GENERATOR AT STATION 5	001-261-630-360	410.89
ATMOS ENERGY	INV0027805	11/14/2018	3055511080 FIRE STATION 1	001-261-625-380	163.65
LOWE'S-FIRE	909115	11/13/2018	STATION SUPPLIES	001-261-555-250	136.16
OXFORD CONFERENCE CENTE	INV0027792	11/13/2018	2018 MIDWINTER FIRE CHIEFS CONF. REGISTRATION	001-261-600-390	255.00
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-261-690-450	392.99
BOB'S MOBILE RADIO	11.2018	11/13/2018	NOVEMBER 2018 SERVICE AGREEMENT	001-261-630-404	310.00
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-261-604-330	411.09
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-261-604-330	3,726.61

Outstanding Total: 54,483.69

Department 261 - FIRE DEPARTMENT Total: 54,483.69

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-281-604-330	131.79
MAXXSOUTH BROADBAND	INV0027791	11/13/2018	8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-281-620-370	2,300.00
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-281-604-330	77.33
CANON SOLUTIONS AMERICA	4027504332	11/14/2018	JME15733	001-281-604-330	44.28
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-281-690-450	241.84
TRUSTMARK NATIONAL BANK	11.27.18	11/14/2018	#93894 2 TACOMA TRUCKS	001-281-820-874	412.21
TRUSTMARK NATIONAL BANK	11.27.18	11/14/2018	#93894 2 TACOMA TRUCKS	001-281-830-873	24.75

Outstanding Total: 3,260.31

Paid

STEGALL NOTARY SERVICE	800796726	11/02/2018	MARQUEZ QUINN NOTARY KI	001-281-690-555	125.00
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Paid Total: 125.00

Department 281 - BUILDING/CODES OFFICE Total: 3,385.31

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027803	11/14/2018	UTILITY BILLS BY DEPARTMEN	001-290-625-380	136.69
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027801	11/14/2018	99633-01 CIVIL AIR PATROL	001-290-625-380	42.33

Outstanding Total: 179.02

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 179.02

Department: 301 - STREET DEPARTMENT

Outstanding

BELL BUILDING SUPPLY, INC.	235804	11/13/2018	RFECIP BLD SPK, PIN CLIPS, HACKSAW, SOCKET DRIVE.	001-301-555-250	71.85
BELL BUILDING SUPPLY, INC.	237610	11/13/2018	4 SELF DRILLS, NUT SETTER	001-301-555-250	76.47
EAST MISSISSIPPI LUMBER CO	A45519	11/13/2018	MAGNETIC, FOLD KEYS, SHA VARIOUS ORGANIZERS, BASKETS, TUBS, IMPACT SET SHOCK	001-301-555-250	154.99
ABILITY WORKS OF STARKVILL	85958	11/13/2018	OVERPAYMENT ON 243539/13403	001-301-555-250	-0.25
G&C SUPPLY CO., INC	6713256	11/13/2018	POSTS, BRACKETS, CROSSPIECES, FOR STREET SIGNS	001-301-565-272	3,146.65
G&C SUPPLY CO., INC	6713703	11/13/2018	13 ONE WAY SIGNS	001-301-565-272	194.35

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	239075	11/13/2018	2 ICE SCRAPERS, 4 WASP SPRAY, CROWBAR	001-301-555-250	63.51
BATES TIRE CENTER	316261	11/13/2018	2 TIRE REPAIRS	001-301-630-360	70.00
APAC-MISSISSIPPI, INC	4000082645	11/13/2018	2.12 TONS SC 1 RAP 15	001-301-560-270	155.82
O'REILLY AUTO PARTS	0997-446952	11/13/2018	PRY BAR, SPRINGS, GAP GAU	001-301-630-360	20.66
BELL BUILDING SUPPLY, INC.	239577	11/13/2018	3 BAGS MORTAR MIX	001-301-555-250	20.53
BELL BUILDING SUPPLY, INC.	239608	11/13/2018	CHISEL SET	001-301-555-250	16.18
WAI-MART-GENERAL CITY	04519	11/14/2018	TRUNK TREAT CANDY/BY DEP	001-301-691-550	98.26
CINTAS FIRST AID & SAFETY	5012131312	11/13/2018	SVC CHG, ASPIRIN, GLOVES, EASTIC STRIPS MEDIUM	001-301-555-250	148.66
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-301-604-330	50.27
APAC-MISSISSIPPI, INC	4000082777	11/13/2018	2.57 TONS OF SC 1 RAP 15	001-301-560-270	188.90
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-301-620-370	11,385.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	10.31.18	11/13/2018	OCTOBER 2018 SOLID WASTE TICKETS	001-301-691-550	630.99
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-301-604-330	77.33
SHERWIN WILLIAMS CO.	2744-5	11/14/2018	4 BRONZE, 2 GOLD METALLIC	001-301-565-272	24.58
ATMOS ENERGY	INV0027806	11/14/2018	STREET DEPT	001-301-625-380	372.52
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-301-690-450	521.96
CINTAS	215374783	11/14/2018	STREET 11.13.18	001-301-501-200	47.64
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-301-604-330	156.07
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-301-604-330	31.21

Outstanding Total: 17,724.15

Department 301 - STREET DEPARTMENT Total: 17,724.15

Department: 302 - STREET LIGHTING

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027803	11/14/2018	UTILITY BILLS BY DEPARTMEN	001-302-625-380	10,171.62
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Outstanding Total: 10,171.62

Department 302 - STREET LIGHTING Total: 10,171.62

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	001-360-604-330	37.39
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-360-620-370	2,300.00
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	001-360-604-330	77.33

Outstanding Total: 2,414.72

Department 360 - ANIMAL CONTROL Total: 2,414.72

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

NRPA -NATIONAL RECREATION & PARK ASSOCI	194098	11/13/2018	ID# 181351, RENEWALL FEE GERRY LOGAN/ORDER#19409	001-550-690-555	95.00
MAR-LYN CERAMIC SUPPLY, INC.	10.2.18	11/13/2018	CERAMIC FINISHING	001-550-501-220	591.53
DONALD SAXON	3206	11/13/2018	3 HOUR RENTAL OF GAME TIME EVENT TRUCK	001-550-600-355	400.00
RACKLEY OIL INC.	116267	11/13/2018	ANTIFREEZE, GAS AND OIL	001-550-501-204	218.87
RACKLEY OIL INC.	493171	11/13/2018	GAS AND OIL	001-550-501-204	245.51
POLLAN & ASSOC. PA	5339	11/13/2018	50 ALUM WATER BOTTLES WITH MRPA LOGO	001-550-512-200	348.66
POLLAN & ASSOC. PA	5340	11/13/2018	50 DRAWSTRING BAGS WITH MRPA LOGO	001-550-512-200	194.64
POLLAN & ASSOC. PA	5341	11/13/2018	50 CAN COOLIES WITH MRPA LOGO SCREENPRINTED	001-550-512-200	152.45
RACKLEY OIL INC.	116272	11/13/2018	GAS AND OIL	001-550-501-204	381.92

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NAYS NATIONAL ALLIANCE OF YOUTH SPORTS	58771	11/14/2018	CONGRESS REGISTRATION FEE-WILLIAM POCHOP	001-550-610-350	325.00
RACKLEY OIL INC.	116276	11/13/2018	GAS	001-550-501-204	399.63
PROGRAPHICS, INC.	74185	11/14/2018	23 HALLOWEEN SIGNS	001-550-600-350	743.00
CANON FINANCIAL SERVICES, INC	19328121	11/13/2018	XUG02274 PARKS	001-550-600-330	889.62
LOWE'S- PARKS	909050	11/13/2018	SHOP VAC	001-550-555-250	28.49
BRYANT EAC, LLC	4029	11/13/2018	6 GFI RECEPTACLES, 6 WEATHERPROOF COVERS, LABOR	001-550-630-426	211.80
RACKLEY OIL INC.	116283	11/13/2018	DIESEL	001-550-501-204	293.24
NEWELL PAPER COMPANY	3050132	11/13/2018	2PLY TISSUE, DISINFECTANT, PINE SOL, SOAP	001-550-501-208	264.08
BACKSTAGE MUSIC	70957	11/13/2018	2 STEREO TO MONO ADAPTE	001-550-555-250	3.98
GATEWAY TIRE & SERVICE CENTER	I104358406	11/13/2018	NEW TIRE AND MOUNT	001-550-600-370	67.26
OKTIBBEHA COUNTY COOPERATIVE	452427	11/13/2018	FIRE ANT POISON, FUNNELS, CABLE TIES, RUBBER STRAP	001-550-512-200	133.42
VERIZON WIRELESS	9816719496	11/14/2018	#442043716-00001 PARKS	001-550-600-330	914.72
VOWELL'S MARKET PLACE #3	INV0027799	11/14/2018	PURCHASE STAMPS	001-550-501-200	10.00
PIONEER MANUFACTURING CO.	701656	11/13/2018	50 CASES CANS SPRAY PAINT	001-550-512-200	2,475.00
GATEWAY TIRE & SERVICE CENTER	I104362056	11/13/2018	PLUG TIRE	001-550-600-370	6.50
ABILITY WORKS OF STARKVILL	13469	11/13/2018	4 WOODEN CRATES FOR MAILBOXES	001-550-501-200	172.60
CINTAS-PARKS	215369349	11/13/2018	WEEKLY MAT CLEANING 10.24.18	001-550-501-208	41.11
RICHARDSON ATHLETICS	28886	11/13/2018	6 TENNIS CENTER STRAPS, 4 EDWARDS, 30" NET	001-550-501-415	957.88
WAI-MART-GENERAL CITY	04518	11/14/2018	HALLOWEEN DECORATIONS, DOGGIE TREATS	001-550-600-355	139.95
NEWELL PAPER COMPANY	3050952	11/13/2018	TOWELS, INSECT SPRAY, BOWL CLEANER	001-550-501-208	120.52
CADENCE VISA	INV0027786	11/13/2018	2X4 BAG TOSS	001-550-501-220	99.99
DYNAMIC FIRE PROTECTION, LLC	SI18-0113	11/13/2018	FIRE EXT. INSPECTIONS	001-550-630-426	518.00
HOWELL'S PEST CONTROL	10.26.18	11/13/2018	SPORTSPLEX 10.26.18	001-550-630-426	40.00
HOWELL'S PEST CONTROL	10.26.2018	11/13/2018	GILLESPIE ST 10.26.18	001-550-630-426	30.00
OKTIBBEHA COUNTY COOPERATIVE	454287	11/13/2018	12 BAGS TOP SOIL, STRAW BALE	001-550-636-110	28.61
CINTAS FIRST AID & SAFETY	5012131322	11/13/2018	SVC CHG, ZANTAC, MUCINEX, TYLENOL, IBUPROF., ALEVE	001-550-501-200	125.92
LANDMARK STUDIO, LTD	60435	11/13/2018	32 GALLON ROUND WASTE ENCLOSURE W/DOME LID	001-550-636-110	716.28
GATEWAY TIRE & SERVICE CENTER	I104366825	11/13/2018	2 FLAT/MOUNT 4 WHEELER/MOWER	001-550-600-370	30.00
LOWE'S- PARKS	910147	11/13/2018	VEL 2 IN X 15FT BLK IND	001-550-600-370	27.53
WAI-MART-GENERAL CITY	01572	11/14/2018	TRUNK OR TREAT CANDY	001-550-600-355	92.90
RACKLEY OIL INC.	120187	11/13/2018	GAS	001-550-501-204	214.53
GANN'S PARTY INFLATABLES	432456	11/13/2018	4 BOUNCERS/2 OBSTACLE COURSES	001-550-600-355	1,050.00
OKTIBBEHA COUNTY COOPERATIVE	455699	11/13/2018	PANTS, BOOTS, GLOVES,	001-550-535-233	699.13
OKTIBBEHA COUNTY COOPERATIVE	455707	11/13/2018	FIRE ANT POISON	001-550-512-200	62.95
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	001-550-600-360	10,500.00
HOWELL'S PEST CONTROL	11.01.18	11/13/2018	CONCESSION 11.01.18	001-550-630-426	20.00
CINTAS-PARKS	215371330	11/13/2018	WEEKLY MAT CLEANING 10.31.18	001-550-501-208	41.11
NEWELL PAPER COMPANY	3051586	11/13/2018	BROWN MULTIFOLD, BLACK LINER, SOAP	001-550-501-208	153.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THYSSENKRUPP ELEVATOR CORP	3004229625	11/14/2018	ELEVATOR MAINTENANCE PARKS	001-550-630-426	745.94
WAUKAWAY DISTRIBUTORS, INC	CLR1118-284	11/14/2018	MONTHLY COOLER RENT PAR	001-550-501-200	20.00
SPORTS SPECIALTY	10028	11/14/2018	AWARDS AND TROPHIES	001-550-501-415	1,224.00
LOWE'S- PARKS	909360	11/13/2018	3 CASES WATER	001-550-512-200	11.34
OKTIBBEHA COUNTY COOPERATIVE	458831	11/13/2018	FIRE ANT POISON	001-550-636-110	85.93
SULLIVAN'S OFFICE SUPPLY, INC.	39698	11/14/2018	2 CARTONS PAPER, INK, PAPER CLIPS	001-550-501-200	146.87
WAUKAWAY DISTRIBUTORS, INC	47620	11/14/2018	4- FIVE GALLON BOTTLES OF WATER- PARKS	001-550-501-200	32.40
LOWE'S- PARKS	910396	11/13/2018	ANT POISON	001-550-636-110	62.58
ATMOS ENERGY	INV0027804	11/14/2018	3019958172 PARKS	001-550-600-340	34.07
DIANE CLARK	INV0027778	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/DANCE INSTRUCTO	001-550-600-320	125.00
CONNIE WISE	INV0027779	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/DANCE INSTRUCTO	001-550-600-320	765.00
KENNEDI AKINS	INV0027780	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/ASST PROGRM COORD	001-550-600-320	330.00
RONALD JOHNSON JR.	INV0027781	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/MAINTENANCE	001-550-600-320	680.00
CHRISTOPHER ANDRE CLARK	INV0027782	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/OFFICE ASSISTANT	001-550-600-320	250.00
ROBERT EARLE GANDY JR.	INV0027783	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/MAINTENANCE	001-550-600-320	660.00
JOE DAN BAKER	INV0027784	11/10/2018	CONTRACT LABOR 10/19/18-11/08/18/MAINTENANCE	001-550-600-320	704.00
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-550-690-450	181.38
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-550-600-330	31.21
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	001-550-600-330	93.64

Outstanding Total: 31,460.13

Department 550 - PARKS AND REC DEPARTMENT Total: 31,460.13

Department: 600 - CAPITAL PROJECTS

Outstanding

GROUNDSTONE CONSTRUCTION	291-6	11/15/2018	HWY 12/SOUTH MONTGOMERY CONCRETE BASE	001-600-912-801	725.00
GROUNDSTONE CONSTRUCTION	291-9	11/15/2018	FRANCIS LANE DRAINAGE IMP	001-600-948-857	4,516.00
TERRY STIDHAM CONSTRUCTION	INV0027807	11/15/2018	N LAFAYETTE ST. SIDEWALK	001-600-903-516	979.48

Outstanding Total: 6,220.48

Department 600 - CAPITAL PROJECTS Total: 6,220.48

Department: 800 - DEBT SERVICE

Outstanding

FIRST NATIONAL BANK OF CLARKSDALE	12.01.18	11/15/2018	CITY HALL CERT. OF PARTICIPATION	001-800-830-840	22,462.50
BANKPLUS	12.01.2018	11/13/2018	STARKPI15 /2015 GO BOND INTEREST	001-800-850-830	34,843.75

Outstanding Total: 57,306.25

Paid

BANCORP SOUTH	11.01.18	11/14/2018	MIDDLETON MARKET TIF INTEREST	001-800-830-826	7,156.25
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Paid Total: 7,156.25

Department 800 - DEBT SERVICE Total: 64,462.50

Fund 001 - GENERAL FUND Total: 443,490.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
RACKLEY OIL INC.	493107	11/13/2018	GAS	015-505-525-231	53.11
RACKLEY OIL INC.	493599	11/13/2018	AEROSHELL OIL	015-505-525-231	239.85
RODNEY LINCOLN	848454	11/13/2018	REIMB AIRCRAFT SPRUCE & SPEC/ANTENNA	015-505-630-400	29.50
NESCO ELECTRICAL DISTRIBUTORS	S2279663.01	11/13/2018	3 PHOTOCCELLS	015-505-501-198	52.91
EASTERN AVIATION FUELS	R3039704	11/13/2018	JET A & AVGAS TRUCK RENTA	015-505-600-322	800.00
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	015-505-604-330	50.27
WAI-MART-GENERAL CITY	04988	11/14/2018	PENS, INVOICE BOOKS, LED BULBS,PADLOCKS, SHOP TOW	015-505-541-237	68.90
EASTERN AVIATION FUELS	3037847	11/13/2018	JET A FUEL-7959	015-505-525-233	22,116.79
NESCO ELECTRICAL DISTRIBUTORS	S2281261.001	11/13/2018	130V 100W LAMP	015-505-501-198	4.48
MAXXSOUTH BROADBAND	INV0027790	11/13/2018	8282 41 101 0557107 AIRPOR	015-505-600-338	144.95
RACKLEY OIL INC.	494738	11/13/2018	OFF ROAD DIESEL	015-505-525-231	57.82
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	015-505-620-370	17,180.00
RACKLEY OIL INC.	120201	11/13/2018	OFF ROAD DIESEL	015-505-525-231	753.44
REBEL SERVICES, LLC	3766	11/13/2018	CARTER REBUILD KIT	015-505-501-198	342.21
RACKLEY OIL INC.	495058	11/13/2018	GAS	015-505-525-231	305.34
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	015-505-604-330	77.33
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	015-505-690-450	60.46
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	015-505-604-330	124.32
Outstanding Total:					42,461.68
Department 505 - AIRPORT Total:					42,461.68
Fund 015 - AIRPORT FUND Total:					42,461.68

Fund: 022 - SANITATION**Department: 322 - SANITATION DEPARTMENT**

Outstanding					
H&O TRUCKS & TRAILER REPAIR L.L.C.	58953	11/13/2018	TRUCK #92A REPAIRS	022-322-630-360	2,995.47
H&O TRUCKS & TRAILER REPAIR L.L.C.	59346	11/13/2018	TRUCK #95 REPLACE DOOR	022-322-630-360	2,650.59
CSPIRE WIRELESS	INV0027788	11/13/2018	CELL PHONES BY DEPARTMEN	022-322-604-330	128.22
TRI-STATE TRUCKCENTER*	B132310	11/14/2018	TRUCK #94 LEVEL SENSOR	022-322-630-360	124.22
MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	022-322-620-370	18,319.00
WAI-MART-GENERAL CITY	08666	11/14/2018	2 SHREDDERS AND AN ORGANIZER	022-322-501-200	108.99
GOLDEN TRIANGLE PLANNING & DEVELOPM	10.31.18	11/13/2018	OCTOBER 2018 SOLID WASTE TICKETS	022-322-600-379	40,959.00
WASTE MANAGEMENT	0720161-2132-8	11/14/2018	RECYCLING FOR OCT. 2018/4 ROLLOFFS	022-322-600-431	1,636.24
CSPIRE BUSINESS SOLUTIONS	1349970	11/13/2018	CSBS-643956 CIRCUIT# 110245208	022-322-604-330	77.33
GATEWAY TIRE & SERVICE CENTER	I104374797	11/13/2018	TRUCK #40-FIXED FLAT	022-322-630-360	32.50
BULLDOG TOWING & RECOVERY	B5547	11/13/2018	TOW TRUCK #94 TO WEST POINT	022-322-630-360	350.00
GATEWAY TIRE & SERVICE CENTER	I104378790	11/13/2018	TRUCK #95 REPAIR FLAT	022-322-630-360	544.98
NORTHEAST EXTERMINATING	337851	11/13/2018	SANITATION 11.07.18	022-322-600-300	30.00
GATEWAY TIRE & SERVICE CENTER	I104381734	11/13/2018	TRUCK #95 NEW TIRE	022-322-630-360	272.49
FASTENAL COMPANY	MSSTA81933	11/13/2018	RAINSUITS FOR EMPLOYEES	022-322-535-233	120.79
GOLDEN TRIANGLE PLANNING & DEVELOPM	11.30.18	11/13/2018	NOVEMBER 2018 SANITATION BILLING	022-322-600-364	524.00

Expense Approval Report

Post Dates: 11/02/2018 - 11/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	022-322-691-450	891.25
CINTAS	215374784	11/14/2018	SANITATION 11.13.18	022-322-535-233	13.58
CINTAS	215374784	11/14/2018	SANITATION 11.13.18	022-322-600-300	23.40
SOUTHERN TELECOMMUNICATIONS	11.17.18	11/14/2018	ACCT #2490 OCTOBER 2018	022-322-604-330	31.21

Outstanding Total: 69,833.26

Paid					
O'REILLY AUTO PARTS	0997-447179.	11/09/2018	BLUE DEF FLUID, MOTOR OIL	022-322-525-231	842.37
O'REILLY AUTO PARTS	0997-447274.	11/09/2018	12 GALLONS ANTIFREEZE	022-322-525-231	179.88

Paid Total: 1,022.25

Department 322 - SANITATION DEPARTMENT Total: 70,855.51

Department: 325 - RUBBISH

Outstanding

PAUL'S WELDING	0153	11/13/2018	REPAIR ROOLERS ON TRUCK#38	022-325-630-360	90.33
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Outstanding Total: 90.33

Department 325 - RUBBISH Total: 90.33

Department: 341 - LANDSCAPING

Outstanding

MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	022-341-620-370	5,392.51
SGK LANDSCAPES, LLC	ST22452	11/14/2018	NOVEMBER MONTHLY MEDIAN MAINTENANCE	022-341-600-338	1,654.20
SGK LANDSCAPES, LLC	ST22453	11/14/2018	MONTHLY MEDIAN MAINTENANCE	022-341-600-338	708.77
WADE INCORPORATED	P34937	11/14/2018	BUSH HOG (3) UV JOINT/YOKE/BEARING	022-341-630-360	248.28
PAUL'S WELDING	0155	11/13/2018	SWEEPER #85 REPLACE NOZZ	022-341-630-360	70.00
OKTIBBEHA COUNTY COOPERATIVE	459726	11/13/2018	4 CLEVIS 5/16" LOOSE PINS	022-341-555-250	17.16
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	022-341-691-450	109.83
REGIONS FINANCIAL CORPORATION	11.29.18	11/13/2018	#001-0007521-006 2 FORD F250 TRUCKS/SANITATION	022-341-820-874	1,179.22
REGIONS FINANCIAL CORPORATION	11.29.18	11/13/2018	#001-0007521-006 2 FORD F250 TRUCKS/SANITATION	022-341-830-873	35.08

Outstanding Total: 9,415.05

Department 341 - LANDSCAPING Total: 9,415.05

Fund 022 - SANITATION Total: 80,360.89

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

MS MUNICIPAL LIABILITY PLA	0290GL2019-0	11/13/2018	LIABILITY COVERAGE 01/01/2019-12/31/2019	023-323-620-370	1,150.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0027802	11/14/2018	102182-001 LANDFILL	023-323-625-380	32.69
ROCK HILL WATER ASSOCIATION	INV0027796	11/13/2018	WATER BILL	023-323-625-380	57.00

Outstanding Total: 1,239.69

Department 323 - LANDFILL Total: 1,239.69

Fund 023 - LANDFILL ACCOUNT Total: 1,239.69

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESMENTS

Outstanding

TYLER TECHNOLOGIES	025-233249	11/14/2018	ANN. MAINT FOR THERM PRINTER,CASH DRWR, SCANNER,	107-112-600-303	12,744.49
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Expense Approval Report

Post Dates: 11/02/2018 - 11/15/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	025-234117	11/14/2018	SEPTEMBER 2018 MONTHLY COURT FEE	107-112-600-303	175.00
Outstanding Total:					12,919.49
Department 112 - COMPUTER ASSESMENTS Total:					12,919.49
Fund 107 - COMPUTER ASSESMENTS Total:					12,919.49

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

HANCOCK WHITNEY BANK	31393	11/13/2018	MDBSTARKV18/GO PUB IMP PROJECT 2018	319-600-600-309	1,900.00
TWINCREST TECHNOLOGIES	3565	11/14/2018	LOCKSLEY SIGNAL	319-600-948-850	18,487.00
Outstanding Total:					20,387.00
Department 600 - CAPITAL PROJECTS Total:					20,387.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					20,387.00

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

DALHOFF THOMAS DESIGN STUDIO	8947	11/13/2018	CORNERSTONE MASTER PLAN	375-551-907-942	21,420.00
Outstanding Total:					21,420.00
Department 551 - PARK & REC TOURISM Total:					21,420.00
Fund 375 - PARK AND REC TOURISM Total:					21,420.00

Fund: 610 - TRUST & AGENCY

Department: 000 - UNDESIGNATED

Paid

MSU / 2% TAX REVENUE	INV0027753	11/09/2018	2% HOTEL/MOTEL TAX	610-000-147-656	20,241.52
Paid Total:					20,241.52
Department 000 - UNDESIGNATED Total:					20,241.52
Fund 610 - TRUST & AGENCY Total:					20,241.52

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Paid

O.C.E.D.A	INV0027751	11/09/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	27,235.91
MSU / 2% TAX REVENUE	INV0027752	11/09/2018	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	36,314.55
Paid Total:					63,550.46
Department 000 - UNDESIGNATED Total:					63,550.46
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					63,550.46

Fund: 681 - PAYROLL

Department: 000 - UNDESIGNATED

Paid

OKTIBBEHA COUNTY HOSPITA	INV0027744	11/02/2018	CHARLES YARBROUGH ***00	681-000-106-603	456.19
Paid Total:					456.19
Department 000 - UNDESIGNATED Total:					456.19
Fund 681 - PAYROLL Total:					456.19
Grand Total:					706,527.77

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	443,490.85	44,665.82
015 - AIRPORT FUND	42,461.68	0.00
022 - SANITATION	80,360.89	1,022.25
023 - LANDFILL ACCOUNT	1,239.69	0.00
107 - COMPUTER ASSESSMENTS	12,919.49	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	20,387.00	0.00
375 - PARK AND REC TOURISM	21,420.00	0.00
610 - TRUST & AGENCY	20,241.52	20,241.52
630 - ECONOMIC DEV, TOURISM & CONV	63,550.46	63,550.46
681 - PAYROLL	456.19	456.19
Grand Total:	706,527.77	129,936.24

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	976.99	0.00
001-000-054-205	DUE FROM STARKVILLE	311.39	0.00
001-000-070-251	FUEL INVENTORY	20,847.96	0.00
001-000-149-691	MUNICIPAL COURT BON	891.00	891.00
001-100-604-330	COMMUNICATIONS	264.18	0.00
001-110-330-166	TRAUMA TRAFFIC	2,306.00	1,092.00
001-110-330-376	COURT CONSTITUENTS	272.00	123.24
001-110-330-377	MOTOR VEHICLE LIABILI	5,577.93	2,381.70
001-110-330-378	APPEARANCE BOND FEE	895.51	425.75
001-110-330-382	TRAFFIC VIOLATION	40,704.52	17,892.00
001-110-330-385	IMPLIED CONSENT	3,444.25	1,739.00
001-110-330-386	WIRELESS COMM FEE	6,757.05	3,048.80
001-110-330-387	OTHER MISDEMEANORS	11,629.51	5,300.02
001-110-330-389	ADULT DRIVER'S TRAINI	70.00	10.00
001-110-330-393	VICTIMS BOND FEE	387.50	164.75
001-110-330-395	DRUG VIOLATION	187.00	83.50
001-110-330-396	NON-ADJUDICATION (IN	900.00	750.00
001-110-330-397	DUI OFFENSE (INLC14)	751.25	151.25
001-110-330-398	UNINSURED MOTORIST	6,789.00	3,216.00
001-110-600-300	RESEARCH RESOURCES	321.00	0.00
001-110-604-330	COMMUNICATIONS	142.85	0.00
001-110-620-370	INSURANCE	6,013.82	0.00
001-111-604-330	COMMUNICATIONS	120.82	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,384.88	0.00
001-120-604-330	COMMUNICATIONS	292.15	0.00
001-123-604-330	COMMUNICATIONS	427.00	0.00
001-123-620-370	INSURANCE	22,500.00	0.00
001-123-691-550	MISCELLANEOUS	98.26	0.00
001-145-501-200	SUPPLIES	213.74	0.00
001-145-604-330	POSTAGE/COPIER/PHON	186.94	0.00
001-145-610-350	TRAVEL/TRAINING	81.88	81.88
001-145-691-550	MISCELLANEOUS	24.99	0.00
001-145-918-805	MACHINERY AND EQUIP	1,269.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	9,753.60	0.00
001-169-600-309	LEGAL EXPENSES	212.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	2,299.27	0.00
001-169-615-342	LEGAL ADVERTISING & N	324.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	78.39	0.00
001-180-691-550	MISCELLANEOUS	98.26	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	570.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	285.67	0.00
001-190-620-370	INSURANCE	2,300.00	0.00
001-192-510-220	SUPPLIES	36.29	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-600-338	CONTRACT SERVICES	4,310.12	0.00
001-195-702-455	MS CODE ANNOTATED 1	440.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	2,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-604-330	COMMUNICATIONS	149.73	0.00
001-197-620-370	INSURANCE	1,482.93	0.00
001-197-690-450	GPS EXPENSES	60.46	0.00
001-197-820-874	PRINCIPAL	412.21	0.00
001-197-830-873	INTEREST	24.73	0.00
001-201-501-200	OFFICE SUPPLIES	694.24	0.00
001-201-525-231	GAS & OIL	1,235.08	0.00
001-201-535-233	UNIFORMS	944.48	0.00
001-201-541-237	PRISONER EXPENSES	328.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	3,978.00	0.00
001-201-555-250	JANITORIAL SUPPLIES	91.21	0.00
001-201-556-251	POLICE SUPPLIES	1,367.52	0.00
001-201-600-300	PROFESSIONAL SERVICE	3,180.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	2,402.78	0.00
001-201-615-343	PRINTING & BINDING	38.00	0.00
001-201-620-370	INSURANCE	40,869.50	0.00
001-201-625-380	UTILITIES	209.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	1,032.59	33.68
001-201-630-400	EQUIPMENT REPAIR &	570.00	0.00
001-201-630-404	RADIO MAINTENANCE /	440.00	0.00
001-201-630-426	BUILDING MAINTENANC	100.00	0.00
001-201-690-450	GPS EXPENSES	2,176.56	0.00
001-201-690-552	POLICE TRAINING/EDUC	584.00	0.00
001-201-691-550	MISCELLANEOUS	98.26	0.00
001-201-820-874	PRINCIPAL	26,639.89	0.00
001-201-830-873	INTEREST	932.09	0.00
001-261-501-200	OFFICE AND JANITORIAL	364.30	0.00
001-261-525-231	GAS & OIL	508.97	0.00
001-261-535-233	UNIFORMS	695.25	0.00
001-261-555-250	SUPPLIES & SMALL TOO	190.19	0.00
001-261-558-269	BUILDING MAINTENANC	110.00	0.00
001-261-600-390	FIRE TRAINING	255.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	4,494.54	0.00
001-261-620-370	INSURANCE	45,742.70	0.00
001-261-625-380	UTILITIES	655.65	0.00
001-261-630-360	SHOP REPAIRS & MAINT	667.10	0.00
001-261-630-404	RADIO MAINTENANCE /	310.00	0.00
001-261-690-450	GPS EXPENSES	392.99	0.00
001-261-918-805	MACHINERY AND EQUIP	97.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/	281.51	0.00
001-281-620-370	INSURANCE	2,300.00	0.00
001-281-690-450	GPS EXPENSES	241.84	0.00
001-281-690-555	DUES	125.00	125.00
001-281-820-874	PRINCIPAL (VEHICLES)	412.21	0.00
001-281-830-873	INTEREST (VEHICLES)	24.75	0.00
001-290-625-380	UTILITIES / CODE RED	179.02	0.00
001-301-501-200	SUPPLIES	47.64	0.00
001-301-555-250	SUPPLIES & SMALL TOO	551.94	0.00
001-301-560-270	CONSTRUCTION MATERI	344.72	0.00
001-301-565-272	STREETS SIGNS & PAINT	3,365.58	0.00
001-301-604-330	COMMUNICATIONS	314.88	0.00
001-301-620-370	INSURANCE	11,385.00	0.00
001-301-625-380	UTILITIES	372.52	0.00
001-301-630-360	SHOP REPAIRS & MAINT	90.66	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-690-450	GPS EXPENSES	521.96	0.00
001-301-691-550	MISCELLANEOUS	729.25	0.00
001-302-625-380	UTILITIES	10,171.62	0.00
001-360-604-330	COMMUNICATIONS	114.72	0.00
001-360-620-370	INSURANCE	2,300.00	0.00
001-550-501-200	OFFICE SUPPLIES	507.79	0.00
001-550-501-204	GAS & OIL	1,753.70	0.00
001-550-501-208	JANITORIAL FEES	620.26	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	691.52	0.00
001-550-501-415	SPORTS PROGRAMS	2,181.88	0.00
001-550-512-200	TOURNAMENT SUPPLIES	3,378.46	0.00
001-550-535-233	UNIFORMS	699.13	0.00
001-550-555-250	SMALL EQUIPMENT	32.47	0.00
001-550-600-320	CONTRACT LABOR, UMP	3,514.00	0.00
001-550-600-330	COMMUNICATIONS / PH	1,929.19	0.00
001-550-600-340	UTILITIES	34.07	0.00
001-550-600-350	ADVERTISING	743.00	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	1,682.85	0.00
001-550-600-360	INSURANCE	10,500.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	131.29	0.00
001-550-610-350	TRAVEL/TRAINING	325.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	1,565.74	0.00
001-550-636-110	FIELD IMPROVEMENTS/	893.40	0.00
001-550-690-450	GPS EXPENSES	181.38	0.00
001-550-690-555	DUES AND BANK FEES	95.00	0.00
001-600-903-516	ADA SIDEWALKS	979.48	0.00
001-600-912-801	MDOT HWY 12 PROJECT	725.00	0.00
001-600-948-857	STORM DRAINAGE	4,516.00	0.00
001-800-830-826	MIDDLETON INTEREST	7,156.25	7,156.25
001-800-830-840	CITY HALL PROJECT INTE	22,462.50	0.00
001-800-850-830	2.7 GO BOND INTEREST	34,843.75	0.00
015-505-501-198	BUILDING REPAIRS & M	399.60	0.00
015-505-525-231	GAS & OIL	1,409.56	0.00
015-505-525-233	JET A FUEL PURCHASES	22,116.79	0.00
015-505-541-237	OPERATING SUPPLIES	68.90	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	144.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	251.92	0.00
015-505-620-370	INSURANCE	17,180.00	0.00
015-505-630-400	EQUIPMENT REPAIR &	29.50	0.00
015-505-690-450	GPS EXPENSES	60.46	0.00
022-322-501-200	OFFICE SUPPLIES	108.99	0.00
022-322-525-231	GAS & OIL	1,022.25	1,022.25
022-322-535-233	UNIFORMS	134.37	0.00
022-322-600-300	PROFESSIONAL SERVICE	53.40	0.00
022-322-600-364	BILLING SERVICES	524.00	0.00
022-322-600-379	LANDFILL FEES	40,959.00	0.00
022-322-600-431	CONTRACT RECYCLING C	1,636.24	0.00
022-322-604-330	COMMUNICATIONS	236.76	0.00
022-322-620-370	INSURANCE	18,319.00	0.00
022-322-630-360	SHOP REPAIRS & MAINT	6,970.25	0.00
022-322-691-450	GPS EXPENSES	891.25	0.00
022-325-630-360	SHOP REPAIRS & MAINT	90.33	0.00
022-341-555-250	SUPPLIES & SMALL TOO	17.16	0.00
022-341-600-338	HWY 12 MAINT/RUSSEL	2,362.97	0.00
022-341-620-370	INSURANCE	5,392.51	0.00
022-341-630-360	SHOP REPAIRS & MAINT	318.28	0.00
022-341-691-450	GPS EXPENSES	109.83	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-341-820-874	PRINCIPAL-SWEEPER/F2	1,179.22	0.00
022-341-830-873	INTEREST	35.08	0.00
023-323-620-370	INSURANCE	1,150.00	0.00
023-323-625-380	UTILITIES	89.69	0.00
107-112-600-303	DATA PROCESSING	12,919.49	0.00
319-600-600-309	LEGAL AND PROF SVCS E	1,900.00	0.00
319-600-948-850	TRAFFIC CONTROL	18,487.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	21,420.00	0.00
610-000-147-656	DUE TO GOVERNMENT	20,241.52	20,241.52
630-000-147-657	DUE TO MISSISSIPPI STA	36,314.55	36,314.55
630-000-148-655	DUE TO EDA	27,235.91	27,235.91
681-000-106-603	GARNISHMENTS	456.19	456.19
	Grand Total:	706,527.77	129,936.24

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	706,527.77	129,936.24
Grand Total:	706,527.77	129,936.24



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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE											
7794, 7805, 6711	11/13/18	0	Pump Station Maintenance		11/21/18	6411.64	.00	CHK			
VENDOR TOTAL:						6411.64					
VENDOR: 76 APAC MISSISSIPPI, INC.											
80414	11/13/18	2167	material		11/21/18	890.83	.00	ACH			
83096	11/13/18	2167	Supplies		11/21/18	890.83	.00	ACH			
VENDOR TOTAL:						1781.66					
VENDOR: 122 ARMCHEM INTERNATIONAL CORP											
1605743	11/13/18	2567	supplies		11/21/18	173.60	.00	ACH			
VENDOR TOTAL:						173.60					
VENDOR: 124 ATMOS ENERGY											
302075702-11/08	11/13/18	0	Utility bill		11/21/18	134.61	.00	ACH			
VENDOR TOTAL:						134.61					
VENDOR: 152 BUGS-B-GONE											
308267	11/06/18	0	Pest control		11/21/18	45.00	.00	ACH			
309286, 311231	11/06/18	0	Pest control		11/21/18	340.00	.00	ACH			
VENDOR TOTAL:						385.00					
VENDOR: 186 BRENNTAG MID-SOUTH											
054.053,052	11/13/18	2529	material		11/21/18	3675.00	.00	ACH			
VENDOR TOTAL:						3675.00					
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE											
653776- 11/01/18	11/09/18	0	Loan-Freightliner		11/21/18	16417.87	.00	CHK			
VENDOR TOTAL:						16417.87					
VENDOR: 202 BELL BUILDING SUPPLY											
46271	11/13/18	2557	material		11/21/18	91.05	.00	ACH			
VENDOR TOTAL:						91.05					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
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VENDOR: 220 CENTRAL PIPE SUPPLY

100157972.002	11/13/18	2505 parts		11/21/18	141.66	.00	ACH			
57972.001	11/13/18	2505 parts		11/21/18	632.79	.00	ACH			
59079.001	11/13/18	2539 supplies		11/21/18	1095.50	.00	ACH			
59781.001	11/13/18	2549 parts		11/21/18	733.32	.00	ACH			

VENDOR TOTAL: 2603.27

VENDOR: 251 COBURN SUPPLY COMPANY, INC.

641518104	11/13/18	2564 parts		11/21/18	222.71	.00	CHK			
641707254	11/13/18	2569 Parts		11/21/18	824.86	.00	CHK			

VENDOR TOTAL: 1047.57

VENDOR: 307 CITY OF STARKVILLE

OCT 2018-EXP	11/06/18	0 Due to City - Oct 2018		11/21/18	1154.05	.00	CHK			
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VENDOR TOTAL: 1154.05

VENDOR: 308 CITY OF STARKVILLE-FUEL ACT

OCT 2018	11/09/18	0 Fuel		11/21/18	4040.20	.00	CHK			
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VENDOR TOTAL: 4040.20

VENDOR: 362 CONSOLIDATED PIPE & SUPPLY

3183392	11/13/18	2426 supplies		11/21/18	7254.30	.00	CHK			
3183650	11/13/18	2499 parts		11/21/18	970.00	.00	CHK			
3183700	11/13/18	2503 parts		11/21/18	1340.00	.00	CHK			
3183703	11/13/18	2503 parts		11/21/18	806.20	.00	CHK			
3183837	11/13/18	2530 material		11/21/18	1780.00	.00	CHK			

VENDOR TOTAL: 12150.50

VENDOR: 450 ENVIRO-LABS, INC.

2649	11/13/18	2561 parts		11/21/18	69.00	.00	ACH			
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VENDOR TOTAL: 69.00

VENDOR: 604 FASTENAL

81312	11/13/18	2566 supplies		11/21/18	1563.00	.00	ACH			
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VENDOR TOTAL: 1563.00

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	606	4-COUNTY EPA								
10/01-10/31/18	11/09/18	0 Utilities expense		11/21/18	11371.78	.00	CHK			
				VENDOR TOTAL:	11371.78					
VENDOR:	620	G & C SUPPLY CO., INC.								
6714228	11/13/18	2504 repair parts		11/21/18	2888.39	.00	ACH			
6714305	11/13/18	2497 supplies		11/21/18	522.43	.00	ACH			
6714532, 6714630	11/13/18	2520 material		11/21/18	1404.47	.00	ACH			
6715893	11/13/18	2504 Parts		11/21/18	1885.86	.00	ACH			
				VENDOR TOTAL:	6701.15					
VENDOR:	626	GROUNDSTONE CONSTRUCTION								
291-8	11/13/18	2554 labor		11/21/18	4964.82	.00	CHK			
				VENDOR TOTAL:	4964.82					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
4356171	11/13/18	2558 repair		11/21/18	126.74	.00	CHK			
4356172	11/13/18	2506 repair		11/21/18	95.00	.00	CHK			
				VENDOR TOTAL:	221.74					
VENDOR:	702	HACH								
96216	11/13/18	2531 supplies		11/21/18	409.43	.00	ACH			
				VENDOR TOTAL:	409.43					
VENDOR:	733	HILL MANUFACTURING								
1577-78	11/13/18	2522 material		11/21/18	179.00	.00	CHK			
				VENDOR TOTAL:	179.00					
VENDOR:	823	H D SUPPLY, INC.								
632840	11/13/18	1901 parts		11/21/18	959.99	.00	CHK			
				VENDOR TOTAL:	959.99					

INVOICE DATE PO NBR DESCRIPTION
VENDOR: 1168 LEE'S PRECAST CONCRETE

2525 11/13/18 2525 Supplies

1216.00 .00 CHK

VENDOR TOTAL: 1216.00

VENDOR: 1191 LUCKETT PUMP & REPAIR

18758,18132 11/13/18 1802 Parts

683.99 .00 ACH

VENDOR TOTAL: 683.99

VENDOR: 1192 LYLE MACHINERY

04979 11/13/18 2262 Repair

2253.02 .00 ACH

VENDOR TOTAL: 2253.02

VENDOR: 1205 LOWE'S

100418 11/13/18 2574 equipment
901154 11/13/18 2544 Tools123.44 .00 CHK
379.05 .00 CHK

VENDOR TOTAL: 502.49

VENDOR: 1322 MMC MATERIALS, INC.

563079,563538,56 11/13/18 2381 supplies
568924 11/13/18 2477 material
569088 11/13/18 2477 material
569299 11/13/18 2477 material
570724 11/13/18 2477 material640.00 .00 CHK
240.00 .00 CHK
124.00 .00 CHK
180.00 .00 CHK
220.00 .00 CHK

VENDOR TOTAL: 1404.00

VENDOR: 1329 NORTH CENTRAL LABORATORIES

414397 11/13/18 2532 supplies

185.92 .00 ACH

VENDOR TOTAL: 185.92

VENDOR: 1335 NETWORKFLEET, INC.

OSV000001594242 11/09/18 0 Vehicle services-CITY206

454.80 .00 CHK

VENDOR TOTAL: 454.80

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 1341 MS DEVELOPMENT AUTHORITY										
11/01/18	11/09/18	0 CAP Loan Payments		11/21/18	22011.45	.00	CHK			
VENDOR TOTAL:					22011.45					
VENDOR: 1366 MS CROSS CONNECTION, LLC										
29328	11/13/18	2559 Program		11/21/18	278.00	.00	ACH			
VENDOR TOTAL:					278.00					
VENDOR: 1392 NUNLEY TRUCKING CO., INC.										
262003458	11/13/18	2464 supplies		11/21/18	1928.24	.00	CHK			
2620104013357.35	11/13/18	2524 supplies		11/21/18	3357.35	.00	CHK			
856031330	11/13/18	2455 material		11/21/18	681.25	.00	CHK			
VENDOR TOTAL:					5966.84					
VENDOR: 1400 NESCO										
2279983.001	11/13/18	2528 supplies		11/21/18	17.00	.00	ACH			
VENDOR TOTAL:					17.00					
VENDOR: 1525 OKTIBBEHA COUNTY COOP										
454316	11/13/18	2537 material		11/21/18	83.96	.00	ACH			
459418	11/13/18	2571 Uniforms		11/21/18	273.12	.00	ACH			
VENDOR TOTAL:					357.08					
VENDOR: 1800 RACKLEY OIL, INC.										
494101	11/13/18	2548 Well Oil		11/21/18	1088.45	.00	ACH			
VENDOR TOTAL:					1088.45					
VENDOR: 1905 STARKVILLE AUTO PARTS										
192273	11/13/18	2500 supplies		11/21/18	197.44	.00	CHK			
194,386,420,548,	11/13/18	2495 Material		11/21/18	653.41	.00	CHK			
697,622	11/13/18	2441 supplies		11/21/18	142.95	.00	CHK			
887,796,769,972	11/13/18	2463 Supplies		11/21/18	259.28	.00	CHK			
VENDOR TOTAL:					1253.08					

STARKVILLE WATER DEPT PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 11/21/18 ACCOUNT 23110				UNPAID INVOICES		PAGE	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
14610-0918	11/09/18	0	Due to Elec Dept-146.10		11/21/18	86911.45	.00	ACH			
					VENDOR TOTAL:	86911.45					
VENDOR:											
147266	11/13/18	2507	parts		11/21/18	93.76	.00	ACH			
					VENDOR TOTAL:	93.76					
VENDOR:											
102918	11/13/18	2541	repair		11/21/18	260.00	.00	CHK			
					VENDOR TOTAL:	260.00					
VENDOR:											
39192	11/13/18	2526	supplies		11/21/18	26.60	.00	ACH			
39390	11/13/18	2526	supplies		11/21/18	141.48	.00	ACH			
					VENDOR TOTAL:	168.08					
VENDOR:											
22888	11/13/18	2494	waste water		11/21/18	256.83	.00	ACH			
22918	11/13/18	2543	supplies		11/21/18	296.18	.00	ACH			
22919	11/13/18	2543	supplies		11/21/18	286.60	.00	ACH			
					VENDOR TOTAL:	839.61					
VENDOR:											
24W1X6438	11/06/18	0	Postage		11/21/18	41.60	.00	CHK			
24W1X6448	11/09/18	0	Postage		11/21/18	26.00	.00	CHK			
					VENDOR TOTAL:	67.60					
VENDOR:											
1042443	11/13/18	2479	Weekly Analysis		11/21/18	234.00	.00	ACH			
1042548	11/13/18	2479	Weekly analysis		11/21/18	234.00	.00	ACH			
					VENDOR TOTAL:	468.00					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE		7	
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PALD AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR:											
9817497699	2210	VERIZON WIRELESS									
	11/13/18	0 Phone bill		11/21/18	59.74	.00	CHK				
				VENDOR TOTAL:	59.74						
VENDOR:											
8725	2328	WOFFORD WATER SERVICE INC.									
	11/13/18	2423 parts		11/21/18	5191.70	.00	ACH				
				VENDOR TOTAL:	5191.70						
				GRAND TOTAL:	208237.99						

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
FOR: 11/21/18 ACCOUNT 23200

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC								
3914716	11/09/18	8282 Stock Material		11/21/18	6303.75	.00	ACH			
				VENDOR TOTAL:	6303.75					
VENDOR:	124	ATMOS ENERGY								
3012612404-11/01	11/09/18	0 Utility Billing		11/21/18	131.88	.00	ACH			
				VENDOR TOTAL:	131.88					
VENDOR:	125	AT & T								
1007 - 11/01/18	11/13/18	0 Phones		11/21/18	130.49	.00	CHK			
				VENDOR TOTAL:	130.49					
VENDOR:	131	ALTEC INDUSTRIES, INC.								
11049387,1105224	11/13/18	8349 Tools		11/21/18	1459.34	.00	ACH			
50141,52247	11/13/18	8330 Tools		11/21/18	2113.40	.00	ACH			
				VENDOR TOTAL:	3572.74					
VENDOR:	232	BRADLEY BAGWELL								
OCT 2018	11/13/18	0 Meter reading		11/21/18	18995.13	.00	ACH			
				VENDOR TOTAL:	18995.13					
VENDOR:	303	C SPIRE WIRELESS								
10/01-10/31/18	11/09/18	0 Phone bill		11/21/18	653.51	.00	CHK			
				VENDOR TOTAL:	653.51					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN								
NOV 2018	11/09/18	0 Tax Equivalency		11/21/18	113750.00	.00	CHK			
				VENDOR TOTAL:	113750.00					
VENDOR:	307	CITY OF STARKVILLE								
OCT 2018-EXP	11/09/18	0 Due to City - Oct 2018		11/21/18	342.26	.00	CHK			
				VENDOR TOTAL:	342.26					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/21/18 ACCOUNT 23200

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	308	CITY OF STARKVILLE-FUEL ACT								
OCT 2018	11/09/18	0 Fuel		11/21/18	4710.21	.00	CHK			
				VENDOR TOTAL:	4710.21					
VENDOR:	318	CLAYTON VILLAGE MINI STG								
10/22/18	11/06/18	0 Storage unit rental		11/21/18	230.00	.00	ACH			
				VENDOR TOTAL:	230.00					
VENDOR:	496	EAST MISS LUMBER								
15277,15279	11/09/18	8389 Parts		11/21/18	81.38	.00	CHK			
				VENDOR TOTAL:	81.38					
VENDOR:	552	EXPRESS SERVICES, INC								
21401692	11/06/18	0 Temp Office Employees		11/21/18	678.56	.00	ACH			
21433463	11/06/18	0 Temp Office Employees		11/21/18	408.38	.00	ACH			
21468569	11/13/18	0 Temp Office Employees		11/21/18	561.00	.00	ACH			
				VENDOR TOTAL:	1647.94					
VENDOR:	604	FASTENAL COMPANY								
81826	11/09/18	8367 supplies		11/21/18	8.72	.00	ACH			
				VENDOR TOTAL:	8.72					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
4379338	11/09/18	8391 Oil Change		11/21/18	94.55	.00	CHK			
				VENDOR TOTAL:	94.55					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE								
103118	11/09/18	8390 Labor		11/21/18	232.47	.00	CHK			
				VENDOR TOTAL:	232.47					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.								
14615,04280	11/09/18	8281 Material		11/21/18	2463.80	.00	ACH			
				VENDOR TOTAL:	2463.80					

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
10038	11/09/18	818 HANCOCK EQUIP. & OIL CO.			255.00	.00	ACH			
				11/21/18	255.00	.00	ACH			
				VENDOR TOTAL:	255.00					
VENDOR:										
3166715	11/13/18	907 INDOFF, INC.			73.16	.00	ACH			
3173017	11/13/18	8352 Office Supplies			249.00	.00	ACH			
				11/21/18	249.00	.00	ACH			
				VENDOR TOTAL:	322.16					
VENDOR:										
INV-41724, 43981	11/13/18	952 ISP SUPPLIES			214.99	.00	CHK			
		0 Network service			214.99	.00	CHK			
				11/21/18	214.99	.00	CHK			
				VENDOR TOTAL:	214.99					
VENDOR:										
11/06/18	11/06/18	1011 JACOB FORRESTER			39.48	.00	ACH			
11/06/18-1	11/06/18	0 Office supplies			265.00	.00	ACH			
		0 Engineering Society Dues			304.48					
				11/21/18	304.48					
				VENDOR TOTAL:	304.48					
VENDOR:										
103018	11/09/18	1205 LOWE'S			425.07	.00	CHK			
		8386 Supplies			425.07	.00	CHK			
				11/21/18	425.07	.00	CHK			
				VENDOR TOTAL:	425.07					
VENDOR:										
NOV 2018	11/09/18	1239 LOLLEY REAL ESTATE			900.00	.00	ACH			
		0 Storage Rental			900.00	.00	ACH			
				11/21/18	900.00	.00	ACH			
				VENDOR TOTAL:	900.00					
VENDOR:										
S2276826.001	11/13/18	1400 NESCO			23.80	.00	ACH			
		8376 Supplies			23.80	.00	ACH			
				11/21/18	23.80	.00	ACH			
				VENDOR TOTAL:	23.80					
VENDOR:										
183045479	11/06/18	1408 NETWORK BILLING SYSTEMS, LLC			370.60	.00	ACH			
		0 Phone Bill			370.60	.00	ACH			
				11/21/18	370.60	.00	ACH			
				VENDOR TOTAL:	370.60					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1421 NTG LLC												
10032	11/06/18	0	Internet phone hosting		11/21/18	250.00	.00	ACH				
VENDOR TOTAL:						250.00						
VENDOR: 1525 OKTIBBEHA CO. CO-OP												
454435	11/09/18	8373	supplies		11/21/18	9.51	.00	ACH				
455749	11/09/18	8380	Supplies		11/21/18	323.16	.00	ACH				
457436	11/09/18	8387	Supplies		11/21/18	44.34	.00	ACH				
VENDOR TOTAL:						377.01						
VENDOR: 1679 PITNEY BOWES												
9834 -	11/01/18	0	Postage		11/21/18	641.98	.00	CHK				
VENDOR TOTAL:						641.98						
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD												
11/03/18	11/09/18	0	Fuel, supplies, training		11/21/18	3480.52	.00	CHK				
VENDOR TOTAL:						3480.52						
VENDOR: 1818 UNITED RENTALS, INC.												
3082-01,3082-02	11/13/18	8357	Rental		11/21/18	2203.27	.00	ACH				
VENDOR TOTAL:						2203.27						
VENDOR: 1886 SEDC												
24284	11/09/18	0	Billing services		11/21/18	23923.06	.00	ACH				
VENDOR TOTAL:						23923.06						
VENDOR: 1887 S & S LINE SERVICE												
1968-1971	11/06/18	0	ROW Clearing		11/21/18	12827.20	.00	ACH				
1972-1973	11/09/18	0	ROW Clearing		11/21/18	6413.60	.00	ACH				
VENDOR TOTAL:						19240.80						
VENDOR: 1917 RONNIE JONES CONST., INC.												
20182136	11/09/18	8377	Material		11/21/18	1884.80	.00	CHK				
VENDOR TOTAL:						1884.80						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1931		STARKVILLE SANITATION DEPT								
OCT 2018	11/09/18	0	Oct 2018 Sanitation Collecti	11/21/18	244344.58	.00	CHK				
			VENDOR TOTAL:		244344.58						
VENDOR:	1933		STARKVILLE WATER DEPT								
OCT 2018	11/09/18	0	Oct 2018 Collections	11/21/18	586875.67	.00	ACH				
			VENDOR TOTAL:		586875.67						
VENDOR:	1945		SULLIVAN'S								
39443	11/06/18	0	Office supplies	11/21/18	97.23	.00	ACH				
39489,39521	11/09/18	8381	supplies	11/21/18	211.00	.00	ACH				
39747	11/09/18	0	Office, computer supplies	11/21/18	186.31	.00	ACH				
39793	11/13/18	0	Computer supplies	11/21/18	171.98	.00	ACH				
			VENDOR TOTAL:		666.52						
VENDOR:	2018		TRADE AMERICA								
22881,22915,2292	11/09/18	8382	Supplies	11/21/18	732.09	.00	ACH				
			VENDOR TOTAL:		732.09						
VENDOR:	2021		TCC FACILITIES MANAGEMENT								
3375	11/09/18	0	Janitorial services	11/21/18	450.00	.00	ACH				
			VENDOR TOTAL:		450.00						
VENDOR:	2040		TVPPA EDUCATION & TRAIN.								
101347, 29853	11/06/18	0	Education and training	11/21/18	1864.25	.00	ACH				
30012	11/13/18	0	Education and training	11/21/18	1609.50	.00	ACH				
			VENDOR TOTAL:		3473.75						
VENDOR:	2104		UPS								
12031F448	11/09/18	0	Postage	11/21/18	138.89	.00	CHK				
			VENDOR TOTAL:		138.89						

STARKVILLE UTILITIES
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UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2118	BORDER STATES ELECTRIC								
916505083	11/09/18	8335 Supplies		11/21/18	4970.00	.00	ACH			
916505084	11/09/18	8234 Material		11/21/18	189.00	.00	ACH			
				VENDOR TOTAL:	5159.00					
VENDOR:	2121	TWINCREST TECHNOLOGIES								
3565	11/13/18	8284 Traffic Lights-Radar Detecti		11/21/18	18487.00	.00	CHK			
				VENDOR TOTAL:	18487.00					
VENDOR:	2122	UPCHURCH SERVICES LLC								
132953	11/09/18	0 HVAC Repairs		11/21/18	4500.00	.00	CHK			
				VENDOR TOTAL:	4500.00					
VENDOR:	2210	VERIZON WIRELESS								
9817193077	11/06/18	0 AMI M2M Data Usage		11/21/18	567.39	.00	CHK			
9817497698	11/13/18	0 Phone bill		11/21/18	311.35	.00	CHK			
				VENDOR TOTAL:	878.74					
VENDOR:	2313	WEATHERTAP PRO								
2332612-20181002	11/13/18	0 WeatherTAP Subscription		11/21/18	720.00	.00	ACH			
				VENDOR TOTAL:	720.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
47633	11/09/18	0 Water		11/21/18	32.40	.00	ACH			
CLR1118-282	11/09/18	0 Water		11/21/18	36.50	.00	ACH			
				VENDOR TOTAL:	68.90					
VENDOR:	9909884	MADISON SMITH								
11/13/18	11/13/18	0 Uniforms		11/21/18	107.90	.00	ACH			
				VENDOR TOTAL:	107.90					
VENDOR:	9909885	MONA HARRIS								
11/13/18	11/13/18	0 Refund of Water Tap		11/21/18	353.42	.00	CHK			
				VENDOR TOTAL:	353.42					

INVOICE DATE PO NBR DESCRIPTION

TEMPL AP INVOICE
INV DATE AMOUNT

TAX PMT PAID PAID/VOID CHECK/
AMOUNT TYP AMOUNT DATE ACH SEQ

GRAND TOTAL: 1075122.83



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 11-20-2018
PAGE: 1

SUBJECT: Request approval of the October 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 October 2018 financial statements of the City of Starkville, MS.



Budget Report Group Summary

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

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	7,681,250.00	7,681,250.00	67,748.25	67,748.25	-7,613,501.75	0.88 %
220 - LICENSES AND PERMITS	251,500.00	251,500.00	16,030.85	16,030.85	-235,469.15	6.37 %
230 - INTERGOVERNMENTAL REVENUES	9,531,900.00	9,531,900.00	758,947.70	758,947.70	-8,772,952.30	7.96 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	200.00	200.00	0.00	0.00	-200.00	0.00 %
330 - FINES AND FORFEITS	595,000.00	595,000.00	34,230.74	34,230.74	-560,769.26	5.75 %
340 - MISCELLANEOUS	268,500.00	268,500.00	32,843.10	32,843.10	-235,656.90	12.23 %
360 - CHARGES FOR SERVICES	38,550.00	38,550.00	10,707.92	10,707.92	-27,842.08	27.78 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,406,200.00	3,406,200.00	178,755.01	178,755.01	-3,227,444.99	5.25 %
Department: 000 - UNDESIGNATED Total:	21,773,100.00	21,773,100.00	1,099,263.57	1,099,263.57	-20,673,836.43	5.05 %
Revenue Total:	21,773,100.00	21,773,100.00	1,099,263.57	1,099,263.57	-20,673,836.43	5.05 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,625.00	207,625.00	21,805.12	21,805.12	185,819.88	10.50 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	715.70	715.70	20,284.30	3.41 %
Department: 100 - BOARD OF ALDERMEN Total:	228,625.00	228,625.00	22,520.82	22,520.82	206,104.18	9.85 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	363,015.00	363,015.00	43,041.88	43,041.88	319,973.12	11.86 %
500 - SUPPLIES	11,000.00	11,000.00	452.50	452.50	10,547.50	4.11 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	1,192.96	1,192.96	19,807.04	5.68 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	400,015.00	400,015.00	44,687.34	44,687.34	355,327.66	11.17 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	120.56	120.56	1,379.44	8.04 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	120.56	120.56	1,379.44	8.04 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	151,715.00	151,715.00	17,092.69	17,092.69	134,622.31	11.27 %
500 - SUPPLIES	2,600.00	2,600.00	11.21	11.21	2,588.79	0.43 %
600 - CONTRACTUAL SERVICES	99,250.00	99,250.00	13,685.89	13,685.89	85,564.11	13.79 %
Department: 120 - MAYORS OFFICE Total:	253,565.00	253,565.00	30,789.79	30,789.79	222,775.21	12.14 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	289,735.00	289,735.00	33,730.58	33,730.58	256,004.42	11.64 %
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	68,500.00	68,500.00	12,737.68	12,737.68	55,762.32	18.60 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 123 - IT Total:	425,735.00	425,735.00	46,468.26	46,468.26	379,266.74	10.91 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
600 - CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Department: 130 - ELECTIONS Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	388,600.00	388,600.00	44,930.95	44,930.95	343,669.05	11.56 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	473,600.00	473,600.00	44,930.95	44,930.95	428,669.05	9.49 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	178.36	178.36	4,821.64	3.57 %
500 - SUPPLIES	12,000.00	12,000.00	435.96	435.96	11,564.04	3.63 %

Budget Report

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

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	32,000.00	32,000.00	3,286.41	3,286.41	28,713.59	10.27 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	312.99	312.99	1,687.01	15.65 %
Department: 145 - OTHER ADMINISTRATIVE Total:	51,000.00	51,000.00	4,213.72	4,213.72	46,786.28	8.26 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	350.00	350.00	6,650.00	5.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	350.00	350.00	6,650.00	5.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,985.00	67,985.00	7,741.56	7,741.56	60,243.44	11.39 %
Department: 160 - ATTORNEY AND STAFF Total:	67,985.00	67,985.00	7,741.56	7,741.56	60,243.44	11.39 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	165,000.00	165,000.00	12,351.68	12,351.68	152,648.32	7.49 %
Department: 169 - LEGAL Total:	165,000.00	165,000.00	12,351.68	12,351.68	152,648.32	7.49 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	218,675.00	218,675.00	25,460.99	25,460.99	193,214.01	11.64 %
500 - SUPPLIES	7,000.00	7,000.00	161.00	161.00	6,839.00	2.30 %
600 - CONTRACTUAL SERVICES	30,630.40	30,630.40	239.57	239.57	30,390.83	0.78 %
Department: 180 - HUMAN RESOURCES Total:	256,305.40	256,305.40	25,861.56	25,861.56	230,443.84	10.09 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	256,420.00	256,420.00	16,537.95	16,537.95	239,882.05	6.45 %
500 - SUPPLIES	3,500.00	3,500.00	301.00	301.00	3,199.00	8.60 %
600 - CONTRACTUAL SERVICES	53,750.00	53,750.00	3,642.02	3,642.02	50,107.98	6.78 %
900 - CAPITAL OUTLAY	16,500.00	16,500.00	0.00	0.00	16,500.00	0.00 %
Department: 190 - CITY PLANNER Total:	330,170.00	330,170.00	20,480.97	20,480.97	309,689.03	6.20 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	342.49	342.49	4,657.51	6.85 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	9,627.98	9,627.98	75,372.02	11.33 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	90,000.00	90,000.00	9,970.47	9,970.47	80,029.53	11.08 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	36,250.00	36,250.00	18,499.00	18,499.00	17,751.00	51.03 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	19,232.00	19,232.00	42,696.00	31.06 %
990 - TRANSFERS	62,500.00	62,500.00	0.00	0.00	62,500.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	162,678.00	162,678.00	37,731.00	37,731.00	124,947.00	23.19 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	3,346.00	3,346.00	27,654.00	10.79 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	3,346.00	3,346.00	27,654.00	10.79 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	203,545.00	203,545.00	22,310.18	22,310.18	181,234.82	10.96 %
500 - SUPPLIES	2,050.00	2,050.00	41.44	41.44	2,008.56	2.02 %
600 - CONTRACTUAL SERVICES	18,500.00	18,500.00	199.55	199.55	18,300.45	1.08 %
800 - DEBT SERVICE	5,245.00	5,245.00	0.00	0.00	5,245.00	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	232,340.00	232,340.00	22,551.17	22,551.17	209,788.83	9.71 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	107,235.00	107,235.00	12,641.49	12,641.49	94,593.51	11.79 %
Department: 200 - POLICE ADMINISTRATION Total:	107,235.00	107,235.00	12,641.49	12,641.49	94,593.51	11.79 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,804,865.00	3,804,865.00	433,644.90	433,644.90	3,371,220.10	11.40 %
500 - SUPPLIES	426,000.00	426,000.00	29,813.48	29,813.48	396,186.52	7.00 %
600 - CONTRACTUAL SERVICES	422,350.00	422,350.00	48,428.51	48,428.51	373,921.49	11.47 %
800 - DEBT SERVICE	110,288.00	110,288.00	0.00	0.00	110,288.00	0.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	190.00	190.00	49,810.00	0.38 %
Department: 201 - POLICE DEPARTMENT Total:	4,813,503.00	4,813,503.00	512,076.89	512,076.89	4,301,426.11	10.64 %

Budget Report

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

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	284,730.00	284,730.00	38,712.66	38,712.66	246,017.34	13.60 %
Department: 245 - DISPATCHERS Total:	284,730.00	284,730.00	38,712.66	38,712.66	246,017.34	13.60 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	112,825.00	112,825.00	7,552.50	7,552.50	105,272.50	6.69 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 254 - DUI GRANT Total:	114,325.00	114,325.00	7,552.50	7,552.50	106,772.50	6.61 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	105,165.00	105,165.00	12,207.57	12,207.57	92,957.43	11.61 %
Department: 260 - FIRE ADMINISTRATION Total:	105,165.00	105,165.00	12,207.57	12,207.57	92,957.43	11.61 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,513,530.00	3,513,530.00	425,673.88	425,673.88	3,087,856.12	12.12 %
500 - SUPPLIES	100,350.00	100,350.00	16,401.96	16,401.96	83,948.04	16.34 %
600 - CONTRACTUAL SERVICES	318,510.00	318,510.00	18,584.41	18,584.41	299,925.59	5.83 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	523.48	523.48	74,476.52	0.70 %
Department: 261 - FIRE DEPARTMENT Total:	4,007,390.00	4,007,390.00	461,183.73	461,183.73	3,546,206.27	11.51 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	220,050.00	220,050.00	28,787.69	28,787.69	191,262.31	13.08 %
500 - SUPPLIES	6,700.00	6,700.00	177.05	177.05	6,522.95	2.64 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	1,129.12	1,129.12	23,370.88	4.61 %
800 - DEBT SERVICE	6,940.00	6,940.00	451.37	451.37	6,488.63	6.50 %
Department: 281 - BUILDING/CODES OFFICE Total:	258,190.00	258,190.00	30,545.23	30,545.23	227,644.77	11.83 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	14,000.00	14,000.00	298.69	298.69	13,701.31	2.13 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	14,000.00	14,000.00	298.69	298.69	13,701.31	2.13 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	779,040.00	779,040.00	82,830.26	82,830.26	696,209.74	10.63 %
500 - SUPPLIES	194,500.00	194,500.00	8,839.55	8,839.55	185,660.45	4.54 %
600 - CONTRACTUAL SERVICES	78,000.00	78,000.00	3,287.41	3,287.41	74,712.59	4.21 %
800 - DEBT SERVICE	44,865.00	44,865.00	451.38	451.38	44,413.62	1.01 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	1,106,405.00	1,106,405.00	95,408.60	95,408.60	1,010,996.40	8.62 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	490,000.00	490,000.00	40,036.39	40,036.39	449,963.61	8.17 %
Department: 302 - STREET LIGHTING Total:	490,000.00	490,000.00	40,036.39	40,036.39	449,963.61	8.17 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	87,930.00	87,930.00	10,178.07	10,178.07	77,751.93	11.58 %
500 - SUPPLIES	5,500.00	5,500.00	2.00	2.00	5,498.00	0.04 %
600 - CONTRACTUAL SERVICES	5,750.00	5,750.00	2,295.57	2,295.57	3,454.43	39.92 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	31,250.00	31,250.00	93,750.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	224,180.00	224,180.00	43,725.64	43,725.64	180,454.36	19.50 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	749,545.00	749,545.00	79,266.00	79,266.00	670,279.00	10.58 %
500 - SUPPLIES	137,500.00	137,500.00	1,527.01	1,527.01	135,972.99	1.11 %
600 - CONTRACTUAL SERVICES	852,000.00	852,000.00	44,384.12	44,384.12	807,615.88	5.21 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	197.51	197.51	802.49	19.75 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,740,045.00	1,740,045.00	125,374.64	125,374.64	1,614,670.36	7.21 %

Budget Report

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

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	2,600.00	2,600.00	0.00	0.00	2,600.00	0.00 %
600 - CONTRACTUAL SERVICES	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
Department: 552 - PARK AND REC ACTIVITIES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
900 - CAPITAL OUTLAY	928,000.00	928,000.00	8,770.00	8,770.00	919,230.00	0.95 %
Department: 600 - CAPITAL PROJECTS Total:	948,000.00	948,000.00	8,770.00	8,770.00	939,230.00	0.93 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,500.00	15,500.00	10,500.00	10,500.00	5,000.00	67.74 %
900 - CAPITAL OUTLAY	188,995.00	188,995.00	47,248.88	47,248.88	141,746.12	25.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	204,495.00	204,495.00	57,748.88	57,748.88	146,746.12	28.24 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,792,445.00	2,792,445.00	422,749.87	422,749.87	2,369,695.13	15.14 %
Department: 800 - DEBT SERVICE Total:	2,792,445.00	2,792,445.00	422,749.87	422,749.87	2,369,695.13	15.14 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,346,473.60	1,346,473.60	0.00	0.00	1,346,473.60	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,346,473.60	1,346,473.60	0.00	0.00	1,346,473.60	0.00 %
Expense Total:	21,773,100.00	21,773,100.00	2,208,148.63	2,208,148.63	19,564,951.37	10.14 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-1,108,885.06	-1,108,885.06	-1,108,885.06	0.00 %

Budget Report

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

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	10,000.00	10,000.00	1,176.00	1,176.00	-8,824.00	11.76 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,000.00	25,000.00	1,176.00	1,176.00	-23,824.00	4.70 %
Revenue Total:	25,000.00	25,000.00	1,176.00	1,176.00	-23,824.00	4.70 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Expense Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	1,176.00	1,176.00	1,176.00	0.00 %

Budget Report

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

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	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,651.00	110,651.00	0.00	0.00	-110,651.00	0.00 %
Department: 000 - UNDESIGNATED Total:	244,651.00	244,651.00	0.00	0.00	-244,651.00	0.00 %
Revenue Total:	244,651.00	244,651.00	0.00	0.00	-244,651.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	9,954.64	9,954.64	16,045.36	38.29 %
800 - DEBT SERVICE	105,651.00	105,651.00	0.00	0.00	105,651.00	0.00 %
900 - CAPITAL OUTLAY	110,000.00	110,000.00	0.00	0.00	110,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	244,651.00	244,651.00	9,954.64	9,954.64	234,696.36	4.07 %
Expense Total:	244,651.00	244,651.00	9,954.64	9,954.64	234,696.36	4.07 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-9,954.64	-9,954.64	-9,954.64	0.00 %

Budget Report

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

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	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	110,100.00	110,100.00	7,680.00	7,680.00	-102,420.00	6.98 %
360 - CHARGES FOR SERVICES	428,108.00	428,108.00	108,845.87	108,845.87	-319,262.13	25.42 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,009,159.00	1,009,159.00	124,507.87	124,507.87	-884,651.13	12.34 %
Revenue Total:	1,009,159.00	1,009,159.00	124,507.87	124,507.87	-884,651.13	12.34 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	147,420.00	147,420.00	14,282.70	14,282.70	133,137.30	9.69 %
500 - SUPPLIES	369,000.00	369,000.00	73,259.44	73,259.44	295,740.56	19.85 %
600 - CONTRACTUAL SERVICES	116,100.00	116,100.00	5,872.24	5,872.24	110,227.76	5.06 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
900 - CAPITAL OUTLAY	356,639.00	356,639.00	0.00	0.00	356,639.00	0.00 %
Department: 505 - AIRPORT Total:	1,009,159.00	1,009,159.00	93,414.38	93,414.38	915,744.62	9.26 %
Expense Total:	1,009,159.00	1,009,159.00	93,414.38	93,414.38	915,744.62	9.26 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	31,093.49	31,093.49	31,093.49	0.00 %

Budget Report

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

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

Budget Report

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

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	2,800,250.00	2,800,250.00	208,799.23	208,799.23	-2,591,450.77	7.46 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	605,000.00	605,000.00	0.00	0.00	-605,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,405,250.00	3,405,250.00	208,799.23	208,799.23	-3,196,450.77	6.13 %
Revenue Total:	3,405,250.00	3,405,250.00	208,799.23	208,799.23	-3,196,450.77	6.13 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,078,070.00	1,078,070.00	129,436.09	129,436.09	948,633.91	12.01 %
500 - SUPPLIES	304,500.00	304,500.00	13,500.99	13,500.99	290,999.01	4.43 %
600 - CONTRACTUAL SERVICES	755,250.00	755,250.00	33,353.68	33,353.68	721,896.32	4.42 %
800 - DEBT SERVICE	97,192.00	97,192.00	7,190.55	7,190.55	90,001.45	7.40 %
900 - CAPITAL OUTLAY	399,282.00	399,282.00	58.59	58.59	399,223.41	0.01 %
Department: 322 - SANITATION DEPARTMENT Total:	2,634,294.00	2,634,294.00	183,539.90	183,539.90	2,450,754.10	6.97 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	36,125.00	36,125.00	4,368.59	4,368.59	31,756.41	12.09 %
500 - SUPPLIES	3,500.00	3,500.00	31.88	31.88	3,468.12	0.91 %
600 - CONTRACTUAL SERVICES	25,100.00	25,100.00	736.79	736.79	24,363.21	2.94 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	0.00	126,686.00	0.00 %
Department: 325 - RUBBISH Total:	191,411.00	191,411.00	5,137.26	5,137.26	186,273.74	2.68 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL						
500 - SUPPLIES	0.00	0.00	116.50	116.50	-116.50	0.00 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL Total:	0.00	0.00	116.50	116.50	-116.50	0.00 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	314,145.00	314,145.00	39,893.06	39,893.06	274,251.94	12.70 %
500 - SUPPLIES	36,750.00	36,750.00	4,252.84	4,252.84	32,497.16	11.57 %
600 - CONTRACTUAL SERVICES	47,750.00	47,750.00	5,897.18	5,897.18	41,852.82	12.35 %
800 - DEBT SERVICE	70,400.00	70,400.00	4,957.89	4,957.89	65,442.11	7.04 %
Department: 341 - LANDSCAPING Total:	469,045.00	469,045.00	55,000.97	55,000.97	414,044.03	11.73 %
Expense Total:	3,294,750.00	3,294,750.00	243,794.63	243,794.63	3,050,955.37	7.40 %
Fund: 022 - SANITATION Surplus (Deficit):	110,500.00	110,500.00	-34,995.40	-34,995.40	-145,495.40	-31.67 %

Budget Report

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

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	40,000.00	40,000.00	90.14	90.14	-39,909.86	0.23 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	90.14	90.14	-39,909.86	0.23 %
Revenue Total:	40,000.00	40,000.00	90.14	90.14	-39,909.86	0.23 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	37,000.00	37,000.00	0.00	0.00	37,000.00	0.00 %
500 - SUPPLIES	500.00	500.00	8.00	8.00	492.00	1.60 %
600 - CONTRACTUAL SERVICES	113,000.00	113,000.00	494.64	494.64	112,505.36	0.44 %
Department: 323 - LANDFILL Total:	150,500.00	150,500.00	502.64	502.64	149,997.36	0.33 %
Expense Total:	150,500.00	150,500.00	502.64	502.64	149,997.36	0.33 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-110,500.00	-110,500.00	-412.50	-412.50	110,087.50	0.37 %

Budget Report

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

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	30,000.00	30,000.00	4,372.75	4,372.75	-25,627.25	14.58 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	4,372.75	4,372.75	-25,627.25	14.58 %
Revenue Total:	30,000.00	30,000.00	4,372.75	4,372.75	-25,627.25	14.58 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	30,000.00	30,000.00	445.19	445.19	29,554.81	1.48 %
Department: 112 - COMPUTER ASSESMENTS Total:	30,000.00	30,000.00	445.19	445.19	29,554.81	1.48 %
Expense Total:	30,000.00	30,000.00	445.19	445.19	29,554.81	1.48 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	3,927.56	3,927.56	3,927.56	0.00 %

Budget Report

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

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	10,000.00	10,000.00	1,203.72	1,203.72	-8,796.28	12.04 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,000,000.00	4,000,000.00	0.00	0.00	-4,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,010,000.00	4,010,000.00	1,203.72	1,203.72	-4,008,796.28	0.03 %
Revenue Total:	4,010,000.00	4,010,000.00	1,203.72	1,203.72	-4,008,796.28	0.03 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,500,000.00	2,500,000.00	53,778.03	53,778.03	2,446,221.97	2.15 %
900 - CAPITAL OUTLAY	1,510,000.00	1,510,000.00	0.00	0.00	1,510,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	4,010,000.00	4,010,000.00	53,778.03	53,778.03	3,956,221.97	1.34 %
Expense Total:	4,010,000.00	4,010,000.00	53,778.03	53,778.03	3,956,221.97	1.34 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-52,574.31	-52,574.31	-52,574.31	0.00 %

Budget Report

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

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	1,250.00	1,250.00	909.69	909.69	-340.31	72.78 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,000,000.00	3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,001,250.00	3,001,250.00	909.69	909.69	-3,000,340.31	0.03 %
Revenue Total:	3,001,250.00	3,001,250.00	909.69	909.69	-3,000,340.31	0.03 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	696.50	696.50	9,303.50	6.97 %
900 - CAPITAL OUTLAY	2,991,250.00	2,991,250.00	181,790.40	181,790.40	2,809,459.60	6.08 %
Department: 600 - CAPITAL PROJECTS Total:	3,001,250.00	3,001,250.00	182,486.90	182,486.90	2,818,763.10	6.08 %
Expense Total:	3,001,250.00	3,001,250.00	182,486.90	182,486.90	2,818,763.10	6.08 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-181,577.21	-181,577.21	-181,577.21	0.00 %

Budget Report

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

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	810,000.00	810,000.00	72,629.10	72,629.10	-737,370.90	8.97 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,460,000.00	1,460,000.00	72,629.10	72,629.10	-1,387,370.90	4.97 %
Revenue Total:	1,460,000.00	1,460,000.00	72,629.10	72,629.10	-1,387,370.90	4.97 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	238,566.00	238,566.00	1,311.25	1,311.25	237,254.75	0.55 %
900 - CAPITAL OUTLAY	971,434.00	971,434.00	10,601.00	10,601.00	960,833.00	1.09 %
950 - TRANSFERS	250,000.00	250,000.00	62,500.00	62,500.00	187,500.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	1,460,000.00	1,460,000.00	74,412.25	74,412.25	1,385,587.75	5.10 %
Expense Total:	1,460,000.00	1,460,000.00	74,412.25	74,412.25	1,385,587.75	5.10 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-1,783.15	-1,783.15	-1,783.15	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,353,985.22	-1,353,985.22	-1,353,985.22	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	-1,108,885.06	-1,108,885.06	-1,108,885.06
002 - RESTRICTED POLICE FUND	0.00	0.00	1,176.00	1,176.00	1,176.00
003 - RESTRICTED FIRE FUND	0.00	0.00	-9,954.64	-9,954.64	-9,954.64
015 - AIRPORT FUND	0.00	0.00	31,093.49	31,093.49	31,093.49
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - SANITATION	110,500.00	110,500.00	-34,995.40	-34,995.40	-145,495.40
023 - LANDFILL ACCOUNT	-110,500.00	-110,500.00	-412.50	-412.50	110,087.50
107 - COMPUTER ASSESSMENTS	0.00	0.00	3,927.56	3,927.56	3,927.56
303 - INDUSTRIAL PARK BOND	0.00	0.00	-52,574.31	-52,574.31	-52,574.31
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-181,577.21	-181,577.21	-181,577.21
375 - PARK AND REC TOURISM	0.00	0.00	-1,783.15	-1,783.15	-1,783.15
Report Surplus (Deficit):	0.00	0.00	-1,353,985.22	-1,353,985.22	-1,353,985.22



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 11-20-2018
PAGE: 1 of 4

SUBJECT: Consideration of a lease agreement with Bancorp South in the amount of \$16,310.00 over five years at 4.08% interest for the lease purchase of a 2019 Nissan Kicks S to be used by the Offices of City Clerk, Human Resources, Information Technology, Community Development and Engineering.

AMOUNT & SOURCE OF FUNDING: Principal: 001-192-820-874 and Interest: 001-192-830-873 with amounts to be funded by budget adjustments from the above named departments.

AUTHORIZATION HISTORY: The City of Starkville authorized the advertising by the City Clerk / CFO for quotes for lease purchase financing of a Nissan Kicks S, state contract number 8200042048 at cost of \$16,310.00. The vehicle will be used for employees to attend conferences, training and conduct daily City business.

Only one quote was received: Bancorp South – 4.08%

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of a lease with agreement with Bancorp South in the amount of \$16,310.00 over five years at 4.08% interest for the lease purchase of a 2019 Nissan Kicks S to be used by the Offices of City Clerk, Human Resources, Information Technology, Community Development and Engineering.



11/13/2018

City of Starkville, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a
division of BancorpSouth Bank
2. Lessee: City of Starkville, MS
3. Equipment Description: Nissan Kicks S
4. Equipment Cost: \$16,310.00
5. Lease Term: 60 months
6. Lease Payments: (These are approximate payment amounts. The
actual payment will be determined at funding
date.)

20 quarterly payments of \$896.50
1st payment in advance
7. Lease Rate: 4.08% fixed at closing
Rate indexed to 5.50% Prime
If Prime rate increases before funding rate could
increase
8. Funding Date: This proposal is contingent upon the equipment
being delivered and the lease funded prior to
1/31/2019. Any extension of the funding or
delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for
no further consideration.

001-192-

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 12/15/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

Computation Interval: Quarterly

Nominal Annual Rate: 4.080%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/02/2019	16,310.00	1		
2	Payment	01/02/2019	896.50	20	Quarterly	10/02/2023

TValue Amortization Schedule - U.S. Rule, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/02/2019				16,310.00
1	01/02/2019	896.50	0.00	896.50	15,413.50
2	04/02/2019	896.50	157.22	739.28	14,674.22
3	07/02/2019	896.50	149.68	746.82	13,927.40
4	10/02/2019	896.50	142.06	754.44	13,172.96
2019 Totals		3,586.00	448.96	3,137.04	
5	01/02/2020	896.50	134.36	762.14	12,410.82
6	04/02/2020	896.50	126.59	769.91	11,640.91
7	07/02/2020	896.50	118.74	777.76	10,863.15
8	10/02/2020	896.50	110.80	785.70	10,077.45
2020 Totals		3,586.00	490.49	3,095.51	
9	01/02/2021	896.50	102.79	793.71	9,283.74
10	04/02/2021	896.50	94.69	801.81	8,481.93
11	07/02/2021	896.50	86.52	809.98	7,671.95
12	10/02/2021	896.50	78.25	818.25	6,853.70
2021 Totals		3,586.00	362.25	3,223.75	
13	01/02/2022	896.50	69.91	826.59	6,027.11
14	04/02/2022	896.50	61.48	835.02	5,192.09
15	07/02/2022	896.50	52.96	843.54	4,348.55
16	10/02/2022	896.50	44.36	852.14	3,496.41
2022 Totals		3,586.00	228.71	3,357.29	
17	01/02/2023	896.50	35.66	860.84	2,635.57
18	04/02/2023	896.50	26.88	869.62	1,765.95
19	07/02/2023	896.50	18.01	878.49	887.46
20	10/02/2023	896.50	9.04	887.46	0.00
2023 Totals		3,586.00	89.59	3,496.41	
Grand Totals		17,930.00	1,620.00	16,310.00	



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 11-20-2018
PAGE: 1

SUBJECT: Request permission to accept a Homeland Security Grant for the amount of \$11,000.00. The SFD would use funds to purchase Dry Suits for diving, portable lights, and other Task Force Equipment. If awarded, this in a 100% grant, with no cost to the city.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

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

SUGGESTED MOTION: Move approval to allow SFD permission to accept a Homeland Security Grant for the amount of \$11,000.00. The SFD would use funds to purchase Dry Suits for diving, portable lights, and other Task Force Equipment. If awarded, this in a 100% grant, with no cost to the city.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
FIRE DEPARTMENT
503 EAST LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759
662-323-1845 office
662-324-4026 fax

TO: Marsha Manuel, Grants Director

FROM: Charles Yarbrough, Fire Chief

DATE: August 20, 2018

RE: Funding request/Stakeholder response

Threats

The Starkville Fire Department has numerous threats that affect our city and surrounding areas that we are asked to help protect. One of the greatest threats we encounter are drownings and near drownings. Over the last 12 months, the Starkville Fire Department Dive Team and our members of Task Force Two have been involved in several dive and swift water incidents. Oktibbeha County has over 100 major bodies of water. These bodies of water are utilized greatly for fishing, swimming, and other recreational activities.

Another threat our jurisdiction faces are tornados. There have been 59 tornados from January 2016 through February 2017 in the state of Mississippi claiming five fatalities and sixty injuries. The second largest threat that affects our jurisdiction is the threat of a terrorist attack. We have the Mississippi State University in our jurisdiction which draws crowds of approximately 80,000 people at a time. The third largest threat in our jurisdiction would be a hazardous materials incident due to the fact that we have three major highways going through our city. There is a multitude of hazardous materials being transported on these highways.

Hazards

Our jurisdiction also has numerous hazards. The biggest hazard for our jurisdiction would be the Mississippi State University because of the number of people that are gathered on the campus at any given time. When these large groups of people are gathered on campus it poses a severe problem to be able to travel the roads in emergency vehicles. The second largest hazard in our jurisdiction is the three major highways traveled through our city. These highways are used for the transport of numerous hazardous materials. The third largest hazard is the George M. Bryan airport. There are planes and helicopters arriving and departing this airport around the clock with numerous passengers on them.

Capability Gap

One major capability gap that exists in the City of Starkville and Oktibbeha is rescue dive equipment. Although we have a number of divers, we still lack all the necessary equipment for all the possible types of rescue dives, recovery dives and evidence recovery dives we may encounter. We have been privileged to receive some equipment, however the capability gap still remains, and we are asking for assistance to close that gap by purchasing new dive equipment.

State Wide Assets

While the State Task Force has provided great assistance and training for the Starkville Fire Department, mobilization of the rescue diver and assets would take a great amount of time. This time gap could be the difference of a rescue and recovery.

Resources needed to close the Capability Gap

The City of Starkville respectfully request funding for Rescue Dive Equipment (Dry suits), Tactical Helmets, Diving knives, scene lighting, and rescue strobe lighting.

BUDGET DETAIL WORKSHEET

Product Description	Price	Quantity	Total
NRS Extreme DrySuit	\$930.00	6	\$5,580.00
SAR Tactical Helmet	\$305.00	6	\$1,830.00
Meridian LED Strobe	\$30.00	6	\$180.00
Copilot Dive Knife	\$55.00	6	\$330.00
Nomad Prime Spotlight	\$1470.00	2	\$2,940.00
NRS DrySuit Boots	\$70.00	6	\$420.00
		Grand Total	\$11,280.00

The Starkville Fire Department has a very successful property management system. We log the property ID #, property description, serial/ VIN #, vendor, acquisition date, unit cost, % MOHS grant funded, location, condition, and grant #. This information is kept on file and we do an inventory check once per year in the month of February. During this inventory check, we note any changes to the equipment.

Respectfully,

Charles Yarbrough, Fire Chief



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 1, 2018

Chief Charles Yarbrough

City of Starkville Fire Department
503 East Lampkin Street
Starkville, MS 39759

Dear Chief Yarbrough:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2018. These funds in the amount of \$11,000.00 are for Rescue Dive Equipment, Tactical Helmets, Diving Knives, Scene Lights, and Rescue Strobe Light as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms

Please sign your Grant Award Letter, Grant Recipient Agreement, and complete your Cooperative Agreement. All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 17, 2018**. Failure to return your signed original Grant Award, Grant Recipient Agreement, and the Cooperative Agreement by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director
MM:lds



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient:

CITY OF STARKVILLE FIRE DEPARTMENT
(Rescue Dive Equipment, Tactical Helmets, Diving Knives, Scene lights, and Rescue Strobe Light)

Project Title(s):

Homeland Security Grant Program

Grant Period:

11-01-18 – 05-31-19

Date of Award:

09-19-18

Total Amount of Award:

\$11,000.00

Grant No.:

18HS347

In accordance with the provisions of Federal Fiscal Year 2018 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2018-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

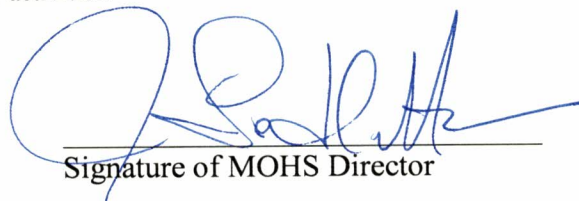
Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 17, 2018**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.
- As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.**

Signature of the Chief Executive Officer

Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF STARKVILLE FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Starkville Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September. The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State

Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State *Recipient*

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). NO GRANT AWARD LETTER WILL**

BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF STARKVILLE FIRE DEPARTMENT ATTEST:

By: _____ Date: _____
Executive Director

DUNS Number: _____

APPROVED: State of Mississippi

By:  _____ Date: 10-12-18
Executive Director
Mississippi Office of Homeland Security

STATE HOMELAND SECURITY
GRANT PROGRAM

LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2018

TOTAL AWARD: **\$11,000.00**

Allowable Equipment Costs

Allowable equipment categories for FY18 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY18 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2018 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY18 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY18 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY18 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: _____ Title: _____
(Sub-recipient Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ Pager Number: () _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Name)

Signature: _____ Title: _____

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber-attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2018 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2018

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total:

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2018

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total:

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2018

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2018

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		



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

AGENDA ITEM DEPT.: Fire
AGENDA DATE: 11-20- 2018
PAGE: 1

SUBJECT: Request permission to allow Starkville Fire Department to place the following vehicle on surplus:

1. 1996 Ford Crown Vic VIN# 2FALP71W9TX119763

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

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

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-722-0051

SUGGESTED MOTION: Approval to allow Starkville Fire Department to place the following vehicle on surplus:

1. 1996 Ford Crown Vic VIN# 2FALP71W9TX119763

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 20, 2018

Page: 1

SUBJECT:

Request authorization to transfer Nick Shumaker from the Starkville Fire Department to the Starkville Police Department as a Certified Police Officer.

AMOUNT & SOURCE OF FUNDING:

Nick Shumaker - Grade 9, Certified Level Police Officers \$36,335.00 (\$16.25 per hour), based on 2236 hours per year.

LINE ITEM

AUTHORIZATION HISTORY:

This position was previously held by Mandy Wilson who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Frank Nicholas, Police Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to transfer Nick Shumaker from the Starkville Fire Department to the Starkville Police Department as a Certified Police Officer.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 20, 2018
Page: 1

SUBJECT:

Request authorization to transfer Donnie Scales from the Street Department to the Sanitation & Environmental Services Department as an Equipment Operator.

AMOUNT & SOURCE OF FUNDING:

Pay will remain the same at a Grade 4, Non Exempt (\$14.00 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Donnie will be replacing Jessie McNeal who is retiring in December 2018.

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 transfer Donnie Scales from the Street Department to the Sanitation & Environmental Services Department as an Equipment Operator.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 20, 2018
Page: 1

SUBJECT:

Request authorization to advertise to fill three (3) Firefighter positions in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

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

FISCAL NOTE:

AUTHORIZATION HISTORY:

These position were held by Patrica Cartwright, Michael Morrow and Nick Pearson, who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise to fill three (3) Firefighter positions in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: November 20, 2018
Page: 1

SUBJECT:

Request authorization to advertise to fill a Part-Time Athletic Assistant position in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This position, will not be eligible for benefits.

FISCAL NOTE:

Funded out of 001-550-430-115 Hourly Part-Time.

AUTHORIZATION HISTORY:

The vacancy was created by Madison Rials, who is resigned.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation, glogan@starkvilleparks.com, or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise to fill a Part-Time Athletic Assistant position in the Parks and Recreation Department.



CITY OF STARKVILLE COVERSHEET AGENDA ITEM DEPT: Parks and Recreation
RECOMMENDATION FOR BOARD ACTION AGENDA DATE: November 20, 2018
Page: 1 of 6

SUBJECT: Request approval of Starkville Sportsplex/McKee Park Baseball and Softball Field Sponsor Packet.

AMOUNT & SOURCE OF FUNDING: No expense.

FISCAL NOTE:

Sponsor Levels:

“Backstop Sponsor” - \$4,000 for two years (\$2,000 per year).

“Entrance Sponsor” - \$1,000 for one year.

“Bench Sponsor” - \$500 for one year.

AUTHORIZATION HISTORY: The Parks and Recreation Department Sponsor Policy and Agreement was approved October 17, 2017. The department is requesting to approve these specific sponsor levels and amounts for use at the Starkville Sportsplex and McKee Park baseball and softball fields. In previous years, softball field sponsorship was offered for \$1,000 per year, and baseball field sponsorship was offered for \$1,500 per year. This does increase the amount, but it also offers more benefits that are outlined in the attached sponsor packet. It also allows for other sponsorship options. Through this process, it will allow the department to update outdated sponsor signage, and order new scoreboard panels, among other things. The department is offering the full field sponsorships at two years, and will re-evaluate in 2021. All current sponsorships will be honored. This program will only seek to replace those that have expired. Below is a list of the current field sponsorships, according to department records.

Business/Organization	Field	EXPIRES
Starkville Rotary	Baseball (T-Ball)	Jan.2015 - Jan.2023
Zaxby's	Baseball (Minor)	Sept. 2016 - Sept.2020
Spruill Property	Adult Softball	May 2015 - May 2019

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 Starkville Sportsplex/McKee Park baseball and softball field sponsor packet.





BUILDING A HEALTHIER
COMMUNITY

2019-2020 MCKEE PARK/STARKVILLE SPORTSPLEX

BASEBALL AND SOFTBALL FIELD SPONSORSHIP OPPORTUNITIES

DUE FEBRUARY 1, 2019

SPONSORSHIP BENEFITS

The investment your business makes as a sponsor will result in substantial exposure to both local and regional consumers and customers in all sponsorship options we have available.

- Visitors of McKee Park and the Starkville Sportsplex are mainly made up of families with young children. Young adults and college students also make up a portion of visitors. Visitors come from both the local area and the surrounding southeast region.
- Within one year, SPRD hosts 1,500 local games and approximately 600 teams participate in tournaments. In one year, these events result in roughly 100,000 impressions available to your business. Exposure from these opportunities will give your business access into untapped potential clients from the surrounding region.
- Along with park/field sponsor exposure, your business will also be listed on our website under the "Our 2019-2020 Sponsors" tab.
- SPRD is also committed to providing a monthly exposure report so your business is able to directly see the benefit of sponsorship.

Each sponsorship option's custom benefits are listed on the next page.



**BUILDING A HEALTHIER
COMMUNITY**

BACKSTOP SPONSOR

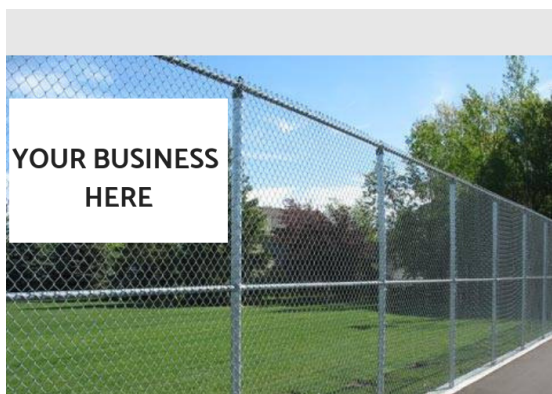


\$4,000*

BACKSTOP BENEFITS

- *2 Year Agreement - Business will pay \$2,000 per year.
- Recognition as "_____ (business name) Field."
- Estimated 100,000 impressions - including leagues and tournaments.
- Logo included on website with description and website link to drive traffic to your web page.
- Business name panel included on scoreboard for softball and baseball fields.

ENTRANCE SPONSOR



\$1,000*

ENTRANCE BENEFITS

- *For 1 year, invoiced bi-annually.
- Recognition as "Sponsored by _____ (business name)."
- 4' X 8' sign to be hung on an exterior fence facing a walkway.
- Logo included on website with description and website link to drive traffic to your web page.
- Estimated 25,000 impressions - including leagues and tournaments.

BENCH SPONSOR



\$500*

BENCH BENEFITS

- *For 1 year, invoiced annually.
- Logo included on one social media post thanking all Bench Sponsors.
- Logo included on website with description and website link to drive traffic to your web page.
- Estimated 10,000 impressions - including leagues and tournaments.

CUSTOM BENEFITS AVAILABLE



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COMMUNITY**

The City of Starkville Parks and Recreation Department would greatly appreciate your consideration of participating as a sponsor.

We feel that your business would benefit from being a sponsor and would also be a prime representation of what Starkville, MS has to offer to our visitors.

If you are interested or have any further questions or concerns, please contact our Executive Director, Gerry Logan. His contact information can be found below.

We hope you consider supporting SPRD and the city of Starkville.

Thank you.

GERRY LOGAN

PHONE: 662-323-2294

EMAIL: GLOGAN@STARKVILLEPARKS.COM

DEADLINE
FEBRUARY 1, 2019

SPONSORSHIP ORDER FORM

If purchasing a sponsorship, please fill out and mail or personally deliver this form to Gerry Logan at the Starkville Sportsplex by February 1, 2019.

Business Name: _____

Sponsorship
Type:

BACKSTOP SPONSOR

\$4,000, 2 years
Invoiced annually

☐

ENTRANCE SPONSOR

\$1,000, 1 year
Invoiced bi-annually

☐

BENCH SPONSOR

\$500, 1 year
Invoiced annually

☐

Please email business logo and image to be included on sponsorship to glogan@starkvilleparks.com.

Business Address: _____

City: _____ State: _____ ZIP Code: _____

Business Representative
Printed Name: _____

Business Representative
Signature: _____

Date: _____

Contact Information:

Phone: _____

Email: _____

*Thank you very much for contributing to SPRD and the city of Starkville.
We appreciate your support.*



CITY OF STARKVILLE COVERSHEET AGENDA ITEM DEPT: Parks and Recreation
RECOMMENDATION FOR BOARD ACTION AGENDA DATE: November 20, 2018
Page: 1 of 4

SUBJECT: Request approval of updated Facility Rental Agreement for Parks and Recreation facilities.

AMOUNT & SOURCE OF FUNDING: No expense.

FISCAL NOTE:

Current rate to rent the Travis Outlaw Gymnasium is \$200 per hour.
Current rate to rent the Activities Room is \$50 per hour.

AUTHORIZATION HISTORY: The Parks and Recreation Department Facility Rental Agreement was last approved by the Board of Aldermen on February 6, 2018. Due to increased requests for weekend events at the Travis Outlaw Gymnasium and Activities Room, we are requesting to implement a new daily rental fee of \$750 for the gymnasium and \$200 for the Activities Room. Previously, these facilities could be rented only by the hour, with the gym rate being \$200 per hour, and the Activities Room being \$50 per hour.

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 updated Facility Rental Agreement for Parks and Recreation facilities.



Starkville Parks and Recreation Facility Rental Form

EVENT INFORMATION

Date of Reservation: _____ Rental Group: _____

Time of Event: _____ am/pm to _____ am/pm Name of Event: _____
(Include set-up and break-down time in request)

Affiliation: ☐ Commercial ☐ Civic/Non-Profit ☐ Private ☐ City-Related ☐ SPARD Affiliated

Expected Number of Participants: _____ Will there be participants under the age of 18? ☐ Yes ☐ No

Description of Event: _____

Will there be food and/or beverages served? ☐ Yes ☐ No If yes, what kind? _____

Is this event a fundraiser or will there be a ticket or gate fee? ☐ Yes ☐ No If yes, how much? \$ _____

(Must be approved by Park Staff)

CONTACT INFORMATION

Contact Person: _____ Email: _____

Day Phone: () _____ Cell Phone: () _____ Fax: () _____

Address: _____
Street City State Zip

FACILITY SPACE REQUESTED (check all that apply) – Fees are on next page

☐ Entire Recreation Center ☐ McKee Small Pavilion ☐ McKee Large Pavilion (near playground)

☐ JL King Park Pavilion ☐ Needmore Center ☐ Moncrief Pavilion ☐ Moncrief Pool Party

Recreation Center:

- ☐ Basketball Court #1
- ☐ Basketball Court #2
- ☐ Racquetball Court #1
- ☐ Racquetball Court #2
- ☐ Stage
- ☐ Concession
- ☐ Activity Room (Rm# 103)
- ☐ Conference Room (Rm #101)
- ☐ Meeting Room #1 (Rm #202)
- ☐ Meeting Room #2 (Rm #209)

Audio/Visual:

- ☐ Projector
- ☐ Laptop
- ☐ TV/DVD Combo
- ☐ Sound System
- ☐ Podium with microphone

Deposit amount _____
Amount remaining _____
Receipt #'s _____
Check #'s _____

SETUP INFORMATION

Please list any equipment needs (tables, chairs, etc.):

Please describe the requested setup (i.e.: U-shaped, theater style, classroom, etc):

I have read and agree to comply with all Starkville Parks and Recreation Department policies and procedures in making this reservation. I agree to pay all deposits and fees associated with this reservation as discussed with SPARD representatives.

The Person or Group that is renting the facility is responsible for all Damages. The Person or Group that is renting the facility 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 renting the facility. 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 Person or Group renting the facility, 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. The Person or Group renting the facility waives, 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 rental of the facility, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Signature of Contact: _____ Date: _____

SPRD Employee: _____ Date: _____

RENTAL FEES

Deposits

Gymnasium	\$250 (whole gym)*
Needmore Center	\$300*
Pavilions	\$50*
Pool Parties at Moncrief Pool	\$50*

Fees

Full Gymnasium Rental	\$200 per hour OR \$750 per day DEPOSIT REQUIRED FOR ALL GYM RENTALS Includes setup, use of sound (if requested), use of concession stand and SPARD staff member on-site.		
½ Court Rental	\$25 per hour		
Full Court Rental	\$50 per hour		
Moncrief Park Pool Party	\$50 per hour		
Activities Room	\$50 per hour OR \$200 per day		
Travis Outlaw Center Meeting Rooms	\$25 per hour		
Needmore Center Urban Renewal Area	\$150 per day		
Needmore Center Non-Urban Renewal Area	\$300 per day		
Pavilions		Half Day (please mark time) ☐ 8 a.m. to 1 p.m. ☐ 2 p.m. to 7 p.m.	Full Day
	J.L. King	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Large (near playground)	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Small	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Moncrief	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Patriots	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.

RENTAL INFORMATION AND POLICIES

Tables and Chairs

The Travis Outlaw gymnasium is equipped with 30 round tables (6 foot diameter), 8 rectangle tables (8 feet long) and 380 chairs. A diagram must be provided of the requested event setup for rentals at the Travis Outlaw gymnasium.

Policies

1. Facility is not reserved until all deposits and fees are paid.
2. Facility must be adequately cleaned before renters leave the premises at the conclusion of the event. Renter must either arrange for a cleaning service or pay SPARD staff for cleanup at a rate of \$50/hour.
3. No balloons allowed inside the gym UNDER ANY CIRCUMSTANCES. These cause the ceiling sensor in our fire alarm to trip and requires the Fire Department to reset. Any event allowing balloons inside the gym may be assessed additional fees.
4. Depending on the size and type, events may require Starkville Police Officers to be hired for security. Please contact Andy Round at 662-323-3141 to request officers.
5. Any cancellations made within a five business days of the event will result in all deposits being kept.
6. The renter 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 renter. The renter 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.
7. Renter agrees to abide by all posted park rules and applicable city ordinances.
8. All lights should be turned off and all areas rented should be left clean and in an orderly fashion. Any damages discovered or which might have occurred during the rental should be reported to the SPARD office.
9. No alcoholic beverages are allowed in the parks.
10. No loud music or boom boxes are allowed. If the police department or SPARD are notified about loud music, the renter will receive one warning. If the noise continues, the rental will be considered cancelled and no refunds will be issued.
11. Pavilions may be rented for either a half day or full day. Half day rentals must either choose to rent from 8 a.m. to 1 p.m. or 2 p.m. to 7 p.m. unless otherwise approved by SPARD staff.
12. No more than one gym rental is allowed per day due to setup restrictions. The gym will be available for set up beginning at 7 am Monday through Friday, and beginning at 11 am on Sunday.
13. Anyone who abuses the privilege of using an SPARD facility may be denied future rentals, including the revocation of any application already approved for future use.
14. There shall be no fund-raising activities, door charge, or sale of any article for private gain unless written approval from the SPARD Director has been obtained.
15. Gambling in any form is not allowed in any facility.
16. No hanging decorations are allowed. Absolutely no tape or staples are to be used in ceilings or walls.
17. Chairs, tables or other city property is not to be removed from any facility for any reason. Outdoor use of tables or chairs that are stored indoors is not allowed.
18. Any lights and thermostats shall be turned off and all doors locked upon leaving the facility.
19. Permits are non-transferable.
20. Permits for groups composed of minors will only be issued to an adult who accepts responsibility for supervision of the rental.
21. All activities shall cease and the facility be cleaned by the posted closing time unless otherwise approved by the City of Starkville Board of Aldermen.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Police
AGENDA DATE: 11-20-18
PAGE: 1

SUBJECT: Consideration of a ThyssenKrupp Elevator Corporation Agreement for Vertical Transportation at the Starkville Police Department for sixty months at \$325.21 per month.

**REQUESTING
DEPARTMENT:** Police Dept

**DIRECTOR'S
AUTHORIZATION:** Chief Nichols

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Move Approval

Gold Service Agreement

Purchaser: City Of Starkville
110 W Main St
Starkville, MS 39759-2823

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
197 Interstate Dr Ste B
Richland, MS 39218
Phone: 601-922-9400
Fax: 866-251-6528
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Starkville Police Dept	101 E Lampkin St		Hydro MRL		2

ThyssenKrupp Elevator Americas



Gold Service Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Digital Customer Experience

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

☒ Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION,

Gold Service Agreement

MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

Gold Service Agreement

ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:

Total number of elevators in Building : _____

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code
1	662-546-1810			

Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1	R. FRANK NICHOLS	CHIEF OF POLICE	662-323-4135	662-323-4131
2	LESA HARDIN	CITY CLERK	662-323-2525	
3	D. LYNN SPRULL	MAYOR	662-323-2525	

Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department:

Phone # for Local Fire Department:

(662) 323-4131
(662) 323-1845

Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

SEE ENCLOSURE

☒ Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Gold Service Agreement

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes

Elevator Maintenance Agreement

TK 11/11

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Gold Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms

Gold Service Agreement

of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

MAX Considerations: Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Gold Service Agreement

Price.

The price for the services as stated in this agreement shall be Three Hundred Twenty Five Dollars and Twenty One Cents (\$325.21) per month, excluding taxes, payable Quarterly in advance.

Term

This agreement is effective for Sixty (60) month(s) starting 12/01/2018 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Special Considerations

No Special Considerations.

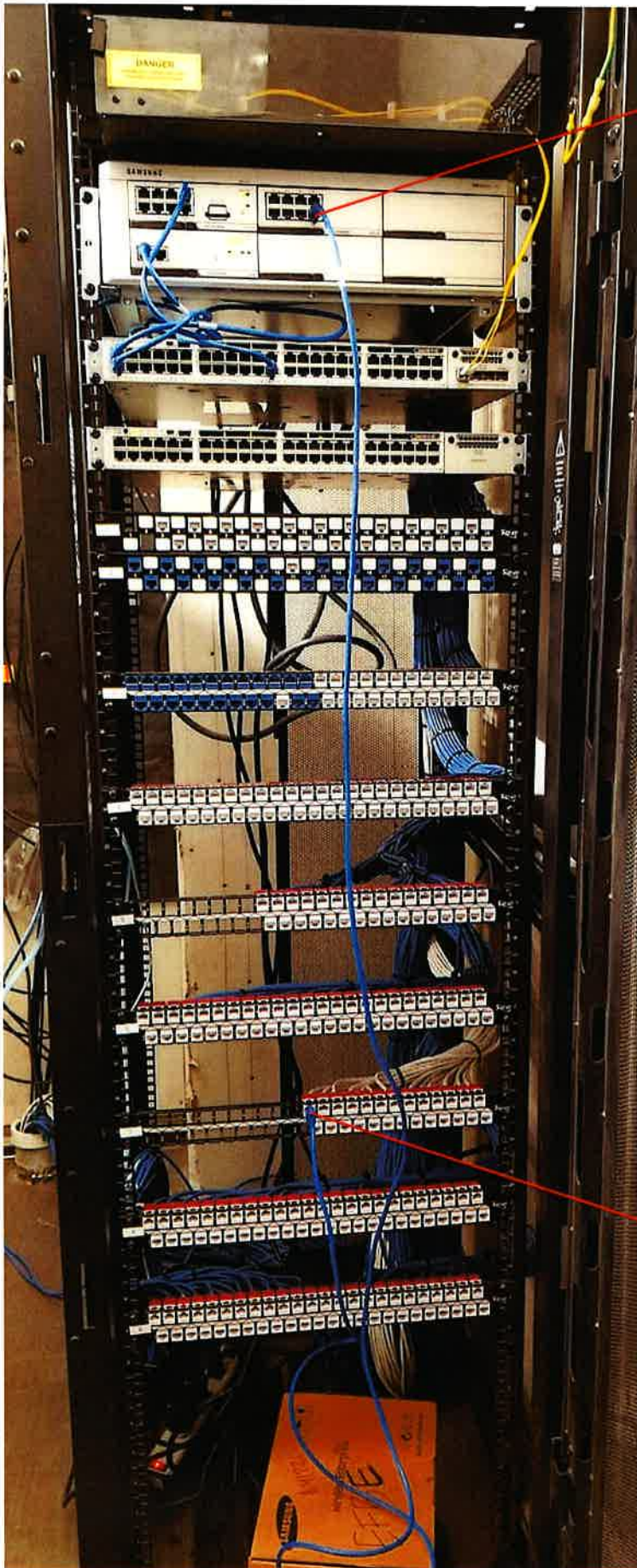
Gold Service Agreement

Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	City Of Starkville:	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative) Ron Cannon Account Manager ron.cannon@thyssenkrupp.com _____ (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) Joey Howell Branch Manager _____ (Date of Approval)



Port #P8 is for the elevator phone patch.

Elevator programming details:

Line is setup as POTS (x4198). Assigned DID# 662-546-1810 for dialing into system.

Non-emergency \ Maintenance dialout (if needed)
Dial 9, 10-digit phone number

Emergency\Entrapment
Dial 5020

5020 will route to SPD Dispatch with e911 address information for 101 E Lampkin St.

Network\PBX Tech:

Stacy Garner O:662-328-8070 C: 662-312-4148
e: stacy.garner@garnercomputer.com

Elevator Tech:

Donald Cox C: 786-479-2391
e: donald.cox@thyssenkrupp.com



Security Solutions identified PP#7-12 port as line for the elevator. Can not be 100% confirmed without access to elevator equipment panel.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 11-20-18
PAGE: 1 of 36

SUBJECT: The Starkville Police Department is requesting permission to enter into a grant with the Justice Assistance Grant for FY19 Funding in the area of equipment. This request for funding is for one (3) Tasers, (3) Taser batteries and (12) flashlights. This grant is a 75% / 25% match grant up to \$5,000.

AMOUNT & SOURCE OF FUNDING: \$4,965.00 with \$3,723.75 reimbursable through the JAG Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

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

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY19 Funding with the Justice Assistance Grant for funding of Equipment. This grant is a 75% reimbursable grant.

JAG AWARD PACKET RETURN CHECKLIST

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

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
- ☐ Document Return Checklist

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

Sub-grant Contact Person

Date

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

1. Name, Address, & Phone Number:

City of Starkville Police Department
 101 E. Lampkin Street
 Starkville, MS 39759
 662-323-4131
c.jackson@cityofstarkville.org

2. Effective Date: 11/15/18

3. Sub-grant Number: 17LB2311

4. Grant Identifier: 2017-MU-BX-0062

5. Beginning & Ending Dates: 11/15/18 to 05/15/19

6. Sub-grant Payment Method: Cost Reimbursement ☒ Other: ☐

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$2,299.50	75	\$766.50	25			\$3,066.00
Travel							
Commodities	\$1,424.25	75	\$474.75	25			\$1,899.00
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$3,723.75	75	\$1,241.25	25			\$4,965.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions
 Standard Assurances
 Certification Regarding Equal Employment
 Civil Rights Compliance Checklist

Civil Rights Training Certification
 Certification Regarding Debarment
 Certification Regarding Lobbying
 Match Certification Form (if applicable)

AGENCY APPROVAL

SUBGRANTEE ACCEPTANCE

9. Typed Name & Title of Approving DPSP Official:
Emberly Holmes
Office Director

10. Typed Name & Title of Authorized Sub-grantee Official:
Lynn Spruill, Mayor
City of Starkville

11. Signature:

Date:

Emberly K Holmes 10/30/2018

12. Signature:

Date:

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

1. Applicant Agency: City of Starkville					
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date		
17LB2311	2017-MU-BX-0062	11/15/2018	05/15/2019		
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:		
Funding Sources					
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)
	Byrne/JAG Local Law	\$3,723.75			\$1,241.25
					\$4,965.00
TOTAL		\$3,723.75			\$1,241.25
					\$4,965.00

DIVISION OF PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville					Page 1 of 1
2. Sub-grant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
17LB2311	2017-MU-BX-0062	11/15/2018	05/15/2019		
6. Activity: Byrne JAG Local Law					
7. DPSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Equipment	3 – Tasers @ \$1,022.00 ea. = \$3,066.00	\$2,299.50	\$766.50	\$3,066.00
	Commodities	3 – Taser batteries @ \$73.00 ea. = \$219.00 12 – flashlights @ \$140.00 ea. = \$1,680.00	\$1,424.25	\$474.75	\$1,899.00
Total			\$3,723.75	\$1,241.25	\$4,965.00



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

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

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

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

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2017 Certification of Compliance with 8 U.S.C. 1373
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

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

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



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

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

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

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

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

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at



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<http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

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

Certifications of Compliance with 8 U.S.C. § 1373

A State or unit of local government that receives an award under the FY 2017 Byrne JAG Program will be required (by award condition) to obtain a properly-executed certification regarding compliance with 8 U.S.C. § 1373 from any proposed sub recipient that is a unit of local government or a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or unit of local government). The specific certification required from a unit of local government will differ from the specific certification required from a "public" institution of higher education. (The requirement for a sub recipient certification regarding 8 U.S.C. § 1373 will not encompass sub awards to Indian tribes). The required certification must be submitted using the following form: *(this form will be provided to your agency)*

- [FY 2017 Byrne JAG - Chief Legal Officer Certification of Compliance with 8 U.S.C. § 1373](#)

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds



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

from non-federal awards awarded for the same or similar purposes or programs.

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

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

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

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

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

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

Single Audit Required: ____ Yes ____ No

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

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by



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

subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

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

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

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

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

or

e-mail: oig.hotline@usdoj.gov

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



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

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

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

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

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

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

Law Enforcement Task Forces – Required Training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.



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

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Certification of Body Armor "Mandatory Wear" Policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body Armor – Compliance with NIJ Standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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

EQUAL TREATMENT REGULATION

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

EQUAL EMPLOYMENT OPPORTUNITY

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

Please check one: ☐ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

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

NON-SUPLANT CERTIFICATION

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

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



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

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

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

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

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

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

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

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

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

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

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

Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and Bank statements and reconciliations.

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

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

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on the top portion of page 4. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

Address:

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

AUTHORIZED OFFICIAL'S CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

.....

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

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

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

☐ Yes

☐ No

If yes, on what date did the subrecipient prepare the EEOP?

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

☐ Yes – submitted an EEOP Short Form

☐ Yes – submitted a certification

☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

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

Comments:

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

Comments:

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

- ☐ Yes
☐ No

If yes, an explanation of these policies and procedures:

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

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

- ☐ Yes
☐ No

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

- ☐ Yes
☐ No

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

- ☐ Yes
☐ No

Comments:

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

Comments:

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

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person:

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

☐ Yes

☐ No

Comments:

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

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

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

State of Mississippi

County of _____

Signed [or attested] before me on _____, 20__ by _____

Authorized Signatory Official

Signature of Notarial Officer

Stamp

Title of Office

My commission expires: _____

ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

**These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;

The complainant cooperates with the discrimination complaint;

The complainant cooperates with the enforcement of a discrimination complaint;

The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

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

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised February 2012

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: _____

Program for which Match is being certified under: _____

Grant Award # _____

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

	Source(s)	Amount	Type (Cash)
1.	_____	\$ _____	_____
2.	_____	\$ _____	_____
3.	_____	\$ _____	_____
4.	_____	\$ _____	_____

Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.

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

**AGENDA DATE: November 20, 2018
PAGE: 1 of 2**

SUBJECT: Request authorization to advertise for sealed bids for Autotransformer for Southwest Starkville Primary Substation (Material Only).

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities--Electric

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

FOR MORE INFORMATION CONTACT: Terry Kemp 662-323-3133 ext. 101

SUGGESTED MOTION:

Move approval to advertise for sealed bids for Autotransformer for Southwest Starkville Primary Substation (Material Only).

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE UTILITIES

Notice is hereby given that the City of Starkville will receive sealed bids for **Autotransformer for Southwest Starkville Primary Substation (Material Only)** in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org by 9:00 A.M. local time on December 19, 2018, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

for a deposit of \$100.00. This deposit is non-refundable.

The bid opening will be held in the City Clerk Conference Room at City Hall, interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

Lesa Hardin, City Clerk

PUBLISH:
November 28, 2018
December 5, 2018

Starkville Daily News