



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 18, 2018**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Shalonda Sykes

**Park and Recreation
Director**
Gerry Logan

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

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

RECESS MEETING OF TUESDAY, DECEMBER 18, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE DECEMBER 4, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Nick Callahan – Park and Recreation Sports Coordinator

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. DOROTHY ISAAC – STARKVILLE COMMUNITY CONCERNS

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION TO TRANSITION FUEL ACQUISITION TO FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC FOR THE ENSUING 2019 CALENDAR YEAR. DURING CY 2019, THE FUEL ACQUISITION WILL BE MONITORED AND EVALUATED TO DETERMINE IF IT WILL BE NECESSARY TO CLOSE THE CITY OF STARKVILLE'S FUEL STATION IN THE 2020 CALENDAR YEAR.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF APPROVAL OF GOLD SERVICE PLAN INVOICE AND AGREEMENT WITH QTPOD PETROLEUM.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF AN APPEAL OF THE DENIAL OF THE VARIANCE REQUEST VA 18-12 BY THE BOARD OF ADJUSTMENT AND APPEALS FOR RELIEF FROM FRONT AND REAR YARD SETBACK REQUIREMENTS FOR PROPOSED DUPLEXES AT 314 LOUISVILLE STREET AND 300 SCALES STREET IN AN R-2 ZONE WITH THE PROPERTY #S 102B-00-051.00 AND 102B-00-052.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF RESOLUTION COMMITTING THE REQUIRED 20% MATCHING FUNDS IN THE AMOUNT OF \$4,724.40 TO BE DERIVED FROM CITY OF STARKVILLE CAPITAL IMPROVEMENT BOND FUNDS TO LEVERAGE SAID ARC FUNDS FOR THE PROPOSED CHANGE ORDER NUMBER ONE OF THE ARC AREA DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS PROJECT WHICH WILL RE-CONSTRUCT THE MILL STREET ACCESS ROAD.
2. CONSIDERATION OF AN ACCESS MANAGEMENT POLICY FOR THE CITY OF STARKVILLE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 11, 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 THE NOVEMBER 2018 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO DAVIS JACKSON TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT WITH BURN TO OCCUR AT PHASE 9 OF HUNTINGTON PARK, WEST SIDE OF THE DEVELOPMENT.

2. APPROVE INTERLOCAL AGREEMENT BETWEEN OKTIBBEHA COUNTY, MISSISSIPPI AND STARKVILLE, MISSISSIPPI RELATING TO JOINT FIRE TRAINING.
3. APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY TO ALLOW BOTH PARTIES TO PARTICIPATE IN A REGIONAL FEMA ASSISTANCE TO FIREFIGHTERS GRANT TO PURSUE FUNDS FOR UPGRADING COMMUNICATIONS EQUIPMENT FOR FIRE SERVICE FOR EACH PARTY.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KENYA BIBB AS A CERTIFIED POLICE OFFICER.
2. REQUEST AUTHORIZATION TO HIRE ALEX ESTERS AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JOE DAN BAKER AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE GARRETT HEARN AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE MARTIN HALL AND MATTHEW SCERBAK AS FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON DECEMBER 11, 2018 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.
8. REQUEST AUTHORIZATION TO HIRE ORATHIO ROBINSON AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT.

9. REQUEST AUTHORIZATION TO HIRE JACOLBY MOBLEY AS A MAINTENANCE WORKER I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

10. REQUEST AUTHORIZATION TO ADVERTISE FOR A ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING/ UTILITES DEPARTMENT.

11. REQUEST AUTHORIZATION TO HIRE EILEEN HILL, AS THE EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONCESSIONS SERVICE IN THE PARKS AND RECREATION DEPARTMENT.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF DEDICATION AND ACCEPTANCE OF WARRANTY DEED FOR RESERVED LOT IN DEERFIELD SUBDIVISION FOR USE BY STARKVILLE UTILITIES.

2. CONSIDERATION OF AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE, INC. FOR THE PHASE I OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$12,985.00

3. CONSIDERATION OF AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM T&M STEEL TO PURCHASE A EQUIPMENT STORAGE STRUCTURE IN THE AMOUNT OF \$44,977.00.

4. CONSIDERATION OF AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM TURNER FARMS AND TRAILER SALES TO PURCHASE A TILT BED TRAILER FOR HAULING UTILITY EQUIPMENT IN THE AMOUNT OF \$5,860.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

**XVI. ADJOURN UNTIL JANUARY 2, 2019 @ 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: 12-18-18
PAGE: 1 of 63

SUBJECT: Request approval of the minutes of the December 4, 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 December 4, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
December 4, 2018**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on December 4, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

There being no revisions, 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 December 4, 2018 Agenda as presented. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, DECEMBER 4, 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 NOVEMBER 16, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 20, 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

VIII. PUBLIC HEARING

A. PUBLIC HEARING OF RZ 18-10 A REQUEST TO REZONE 3 PARCELS LOCATED ON THE NORTH SIDE OF CANAL STREET FROM R-3 TO C-2 WITH THE PARCEL NUMBERS 102H-023.00, 102H-00-022.00, AND 102H-00-021.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF THE STARKVILLE VISITORS & CONVENTION COUNCIL 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

X. BOARD BUSINESS

A. CONSIDERATION OF MAYOR AND ALDERMEN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE'S 2019 MID-WINTER CONFERENCE JANUARY 8-10, 2019 IN JACKSON MISSISSIPPI, WITH ADVANCED PAYMENT OF TRAVEL AND REGISTRATION. ALDERMAN PERKINS WILL NOT BE ATTENDING.

B. DISCUSSION OF VACANCY IN MUNICIPAL JUDGE POSITION.

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 BY BAILEY MCDANIEL ON BEHALF OF STARKVILLE PRIDE TO HOLD THE 2019 PRIDE PARADE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON MARCH 30, 2019.

B. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 MLK ANNUAL MARCH AND RALLY WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF A BOARD ORDER APPROVING THE APPLICATION OF THREE PROJECTS FOR THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION EMERGENCY ROAD AND BRIDGE REPAIR FUND AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATION AND PROCEED WITH THE PROJECT SHOULD THE CITY BE AWARDED.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 27, 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 APPROVAL OF UNMARKED CARS FOR FISCAL YEAR 2019.
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.
4. CONSIDERATION OF A LEASE AGREEMENT WITH TRUSTMARK CORPORATION IN THE AMOUNT OF \$193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICK CALLAHAN AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY
THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS
THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO APPLY FOR THE FY19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR \$27,246.30 IN 100% REIMBURSABLE FUNDS IN THE AREA OF HOT SPOT POLICING, OVERTIME FOR HOT SPOT POLICING AND EQUIPMENT.

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL

PROSPECTIVE LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 18, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 12:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 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 December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 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 NOVEMBER 20, 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 December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 20, 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 THE STARKVILLE VISITORS & CONVENTION COUNCIL 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Starkville Visitors and Convention Council 2% budget in accordance with the enabling legislation Senate Bill 3012” is enumerated, this consent item is thereby approved.

		<u>2017/2018</u>	<u>2018/2019</u>	<u>VARIANCE</u>
REVENUES 2% FOOD & BEVERAGE TAX				
	CITY OF STARKVILLE FOOD & BEV	\$ 290,000.00	\$ 300,000.00	\$ 10,000.00
	MHSAA/NCAA	\$ -	\$ -	
	MSU ORIENTATION		\$ 22,000.00	\$ 22,000.00
	RESTAURANT WEEK	\$ 10,000.00	\$ 10,000.00	\$ -
	Total Food & Beverage Tax Revenue	\$ 300,000.00	\$ 332,000.00	\$ 32,000.00
EXPENSES 2% FOOD & BEVERAGE TAX				
	GSDP MARKETING/OPER CONTRACT	\$ 63,000.00	\$ 63,000.00	
	ADVERTISING-	\$ -		
	ADVERTISING- CONTRACTS	\$ 30,000.00	\$ 30,000.00	\$ -
	ADVERTISING- PRINT	\$ 65,000.00	\$ 65,000.00	\$ -
	ADVERTISING- RADIO	\$ 14,000.00	\$ 14,000.00	\$ -
	ADVERTISING- VIDEO	\$ 16,000.00	\$ 16,000.00	\$ -
	ADVERTISING- DIGITAL/WEB	\$ 10,000.00	\$ 10,000.00	\$ -
	ADVERTISING- PHOTOGRAPHY	\$ 2,000.00	\$ 2,000.00	\$ -
	ADVERTISING- ATHLETICS	\$ 36,000.00	\$ 36,000.00	\$ -
	SPONSORED PROGRAMS	\$ 8,000.00	\$ 8,000.00	\$ -
	SUSTAINING GRANT PROGRAM	\$ 20,750.00	\$ 20,750.00	\$ -
	SPEICAL PROJECTS	\$ 8,700.00	\$ 20,000.00	\$ 11,300.00
	PROFESSIONAL DEVELOPMENT	\$ 6,000.00	\$ 10,000.00	\$ 4,000.00
	MSU ORIENTATION	\$ -	\$ 10,000.00	\$ 10,000.00
	CONSULTING SERVICES	\$ 10,000.00	\$ 10,000.00	\$ -
	RESTAURANT WEEK	\$ 7,500.00	\$ 7,500.00	\$ -
	Total Expenses	\$ 296,950.00	\$ 322,250.00	\$ 25,300.00

5. CONSIDERATION OF APPROVAL OF THE MAYOR AND ALDERMEN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE’S 2019 MID-WINTER CONFERENCE JANUARY 8-10, 2019 IN JACKSON MISSISSIPPI, WITH ADVANCED PAYMENT OF TRAVEL AND REGISTRATION. ALDERMAN PERKINS WILL NOT BE ATTENDING.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Mayor and Aldermen to attend the Mississippi Municipal League’s 2019 Mid-Winter Conference January 8-10, 2019 in Jackson Mississippi, with advanced payment of travel and registration” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL OF A BOARD ORDER APPROVING THE APPLICATION OF THREE PROJECTS FOR THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION EMERGENCY ROAD AND BRIDGE REPAIR FUND AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATION AND PROCEED WITH THE PROJECT SHOULD THE CITY BE AWARDED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Board Order approving the application of three projects for the Mississippi Department of Transportation Emergency Road and

Bridge Repair Fund and authorization for the Mayor to execute any necessary documents to complete the application and proceed with the project should the City be awarded” is enumerated, this consent item is thereby approved.

**A RESOLUTION BY THE
The City of Starkville, Mississippi
REGARDING THE
EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM**

WHEREAS, the Mississippi Department of Transportation (MDOT) is soliciting projects for the Emergency Road and Bridge Repair Fund (ERBRF) Program for emergency repairs to public roads and bridges in the state, and

WHEREAS, *The City of Starkville* desires to submit an application for three posted bridges located within the City limits of Starkville and otherwise known as Bridge Numbers 138, 74, 73 according to the Mississippi Office of State Aid Road Construction County and Local Bridge Inventory Data, and

WHEREAS, *The City of Starkville* acknowledges that if the project is awarded, grant funding will not exceed the amount requested in the application or the low bid, whichever is less, and

NOW, THEREFORE, BE IT RESOLVED, that *The City of Starkville* authorizes *Mayor Lynn Spruill* to prepare and submit applications for the Emergency Road and Bridge Repair Fund Program and authorizes the execution of such grants and/or related documents required for commencement of the project.

SO ORDERED this 4th day of December, 2018.

The City of Starkville, MS

BY: _____
Lynn Spruill, Mayor

7. CONSIDERATION OF APPROVAL OF UNMARKED CARS FOR FISCAL YEAR 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the list of Starkville Police Department unmarked cars for Fiscal Year 2019 as required by MS Code 25-1-87” is enumerated, this consent item is thereby approved.

<u>Make and Model</u>	<u>VIN</u>
2017 Ford Explorer	1FM5K8AR0HGC07160
2017 Ford Explorer	1FM5K8AR3HGC07167
2017 Ford Explorer	1FM5K8AR4HGC07162
2016 Ford Explorer	1FM5K8AR4GGB65932
2016 Ford Explorer	1FM5K8AR2GGB65931
2013 Ford Explorer	1FM5K8AR3DGC06899
2011 Chevrolet Tahoe	1GNLC2EOSBR362260
2009 Ford Crown Victoria	2FABP7BV0AX117334
2010 Hyundai Genesis	KMHHT6KD2AU035089

2007 Ford CV	2FAFP71W6X151895
2007 Chevrolet Silverado	3GCEC13CX7G556637
2006 Jeep Commander	1JBHH48KU6C248602
2006 Dodge Charger	2B3LA53H26H478581
2015 Chevrolet Tahoe	1GNLC2EC9FR634115
2010 Ford CV	2FABF7B8AX117324
2016 Ford F-150	1FTEW1E84HFA13254

8. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

(Agreement is on following page)

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a lease agreement with Trustmark Corporation in the amount of \$193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept” is enumerated, this consent item is thereby approved.

(Agreement follows Bancorp South Agreement)

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and City Council, the Governing Body (the "Governing Body") of City of Starkville MS (the "Lessee"), acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Mayor Spruill (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2018.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2018, Lessee has designated \$_____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2018 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2018 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Alderman Little moved that the foregoing resolution be adopted, Alderman Miller seconded the motion for its adoption. The Mayer put the question to a roll call vote and the result was as follows:

<u>Alderman Carver</u>	Voted: <u>aye</u>
<u>Alderman Sistrunk</u>	Voted: <u>aye</u>
<u>Alderman Little</u>	Voted: <u>aye</u>
<u>Alderman Walker</u>	Voted: <u>aye</u>
<u>Alderman Miller</u>	Voted: <u>aye</u>
<u>Alderman Perkins</u>	Voted: <u>aye</u>
<u>Alderman Vaughn</u>	Voted: <u>aye</u>

The motion having received the affirmative vote of all members present, the Mayer declared the motion carried and the resolution adopted this the 4th day of December, 2018.

D. Lynn Spruill
(presiding officer), Title
D. Lynn Spruill, Mayor
City of Starkville

ATTEST:

Lesa Hardin
Lesa Hardin, City Clerk
(SEAL)





11/21/2018

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.
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 2018.**
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.**

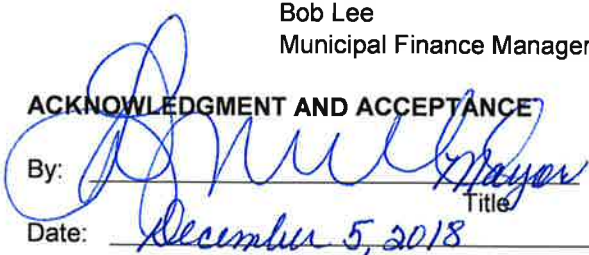
Acceptance of this proposal expires as the close of business on 12/15/2018. Extensions must be approved by the undersigned.

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: December 5, 2018



LEASE AND OPTION TO PURCHASE

between

TRUSTMARK NATIONAL BANK

as Lessor

and

City of Starkville, Mississippi

as Lessee

Dated as of the 14th day of November, 2018

Prepared by: Trustmark National Bank

INDEXING INSTRUCTIONS:



LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE ("Lease") effective as of **November 14, 2018** (the "Effective Date") between **Trustmark National Bank**, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose address is **624 Main Street, Columbus, MS, 39701** and the **City of Starkville, Mississippi**, a political subdivision of the State of Mississippi as lessee ("Lessee"), whose address is **110 West Main Street, Starkville, MS 39759**.

RECITALS

WHEREAS, pursuant to the laws of the State, the Lessee is authorized to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements; and

WHEREAS, the Lessee has determined that it is in need of the Equipment, as hereafter described, said Equipment to be located and used in connection with either a public building, courthouse, office building, jail, auditorium, community center, civic art center, public library, or gymnasium which facility is owned by **City of Starkville, Mississippi**; and

WHEREAS, the Lessee has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Equipment by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 et seq., Mississippi Code of 1972, as amended; and

WHEREAS, Lessor is willing to acquire such Equipment and to lease said Equipment to Lessee pursuant to the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee have agreed that the Lease Term (as hereinafter defined) shall not exceed the useful economic life of the Equipment, which Lessor and Lessee agree to be not more than **seven years**, but in no event shall the primary Lease Term exceed twenty (20) years.

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

AGREEMENTS

ARTICLE I

DEFINITIONS



Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Additional Rental: the amounts specified as such in Sections 5.4(c), 5.5, and 7.4 of this Lease.

Base Rental: The payment the amounts due from Lessee to Lessor on each Payment Date during the Lease Term as set forth in Exhibit B, but does not include Additional Rental.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A, but in no event shall this property consist, in whole or in part, of any office furniture or office machines.

Fiscal Year: The twelve month fiscal period of Lessee which commences on **Sept 30th** in every year and ends on the following **Sept 30th**.

Governing Body: The Board of **Alderman** of the Lessee.

Governing Body Representative: means either **Mayor** of the **Board of Alderman** of the Lessee or the City Clerk of the city of **City of Starkville, Mississippi**, being the duly authorized official to execute and deliver this Lease as approved by official action taken by the Governing Body on **July 17, 2018**.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Lease Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the Effective Date and ending on **November 14, 2025**, but in no event extending past **November 14, 2025**, which Lessor and Lessee agree represents the useful economic life of the Equipment; in no event shall the primary Lease Term exceed twenty (20) year.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.



Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designated as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment of Basic Rental due from Lessee to Lessor on each Payment Date as shown in Exhibit B PLUS any Additional Rental due pursuant to the terms of this Lease.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **Municipality**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.



(c) The Governing Body Representative has been duly authorized to execute and deliver this Lease under the terms and provisions of appropriate official action of the **Board of Alderman** taken on **July 17, 2018**.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Lessee has obtained all permits and licenses necessary for the installation, operation, possession and use of the Equipment.

(g) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within five (5) business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(h) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel acceptable to Lessor in Lessors sole opinion substantially in the form attached hereto as Exhibit E.

(i) Upon the execution of this Lease Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessor is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor and agrees to pay to Lessor the Rental Payments, all upon the terms and conditions set forth in this Lease.



Section 3.2. Possession and Enjoyment. The Lessor covenants and agrees that the Lessee, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Equipment.

Section 3.3. Lessor's Access to Equipment. Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the property of Lessee during reasonable business hours (and in an emergency at all times) (i) to examine and inspect the Equipment, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, including, but not limited to maintain and caring for same if Lessee fails to perform its obligations hereunder, or (iii) for all other lawful purposes.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. Unless terminated as set forth herein, this Lease shall be in effect for the Lease Term, which shall not exceed seven years.

Section 4.2. Intent to Continue Lease Term; Appropriations; Current Expense.

(a) Lessee presently intends to continue this Lease for its entire Lease Term and to pay all Rental Payments. Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

(b) The obligation of the Lessee to make Rental Payments under the Lease constitutes a binding obligation of the Lessee in accordance with the terms of this Lease. Provided, however, so long as no default of any monetary obligation of the Lessee has occurred, the Lessee's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Lessee to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Lessee beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, note or certificates of the Governing



Body or for any other purpose whatsoever. The Lessee has not pledged or levied any form of taxation for the payment of Rental Payments under this Lease.

(c) Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 4.3. Termination by Lessee. Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of such termination. Lessee shall endeavor to give Lessor not less than sixty (60) days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.3, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to (a) the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions.

Section 4.6. Termination of Lease Term. The Lease Term Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.3;
- (b) the exercise by Lessee of its option to purchase the Equipment under Article X;
- (c) a Default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or



(d) the expiration of the Lease Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Lease Term in the amounts and on the Payment Dates. All Rental Payments shall be paid to Lessor on or before the Payment Date at Lessor's offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee.

Section 5.2. Principal and Interest Components. Each Base Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 4.3, the obligation of Lessee to make payments of Base Rental and Additional Rental and any other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.4. Tax Exemption.

(a) Lessee acknowledges and agrees that the payments of Base Rental have been calculated by Lessor assuming that the Interest Component of each Base Rental payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Base Rental payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(ii) No portion of the Rental Payments: (1) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether



or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay Additional Rental retroactively from the date of such imposition through the end of the Lease Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

Section 5.5. Additional Rental. In addition to the Base Rental set forth herein, the Lessee agrees to pay as Additional Rental, as and when due, all of the following:

(a) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Lessor in this Lease;

(b) Insurance premiums, if any, on all insurance required under the provisions of Article VI of this Lease;

(c) All fees and expenses of the Lessor in connection with the transactions contemplated herein; and

(d) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or any of the transactions contemplated hereby or thereby or related to the Equipment and/or the Lease, including, without limitation, any amounts which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable. The Lessee shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and, upon request of the Lender, shall furnish to the Lender a certificate stating that any such amounts have been paid or that no such amounts were due.



ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Section 6.1. Requirements For All Insurance. Lessee's minimum insurance requirements are set forth on Exhibit G, and all insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least thirty (30) days prior written notice to Lessor. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it and deliver to Lessor certificates of insurance from insurance companies providing insurance..

Section 6.2. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Lease Term, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of \$1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Lease Term.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (a) replace the same at Lessee's sale cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (b) pay the applicable Purchase Option Price of the Equipment. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss,



destruction or damage. If Lessee elects clause (a) but fails to perform its obligation thereunder within thirty (30) days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS. The Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use maintain or operate the Equipment improperly, carelessly, in violation of any local, State or Federal laws, rules, regulations or ordinances, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall maintain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all local, State and Federal laws, rules, regulations and ordinances that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Lease Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section 7.3. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.



Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and such advances shall be considered Additional Rental, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate allowed by Mississippi code 31-7-305, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Lease Term, and so long as Lessee is not in Default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such security agreements and financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Lease Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.



Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment.

(a) Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease or result in a diminution of the value of the Equipment. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee.

(b) Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lessor and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently



rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number(s) of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Lease Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Lease Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED "AS IS". The Lessee has entered into this Lease without representations or warranties with respect thereto on the part of the Lessor, its agents, representatives or employees other than those expressed herein.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the exclusive right and option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price, but only if Lessee is not in Default under this Lease, and only in the manner provided in this Article.



Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to an Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall conveyor release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the prior consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, with the consent of Lessor and subject to compliance with each of the following conditions:

- (a) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.
- (b) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.
- (c) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.



(c) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms "Events of Default" and "Default" shall mean, whenever used in this Lease with respect to the Equipment, anyone or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment Lease within forty-five days of the time specified herein.

(b) Failure by Lessee to provide the insurance coverages required herein.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (a) or (b) of this Section) on its part to be observed or performed, for a period of forty-five (45) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.

(d) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment. Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods;



explosions; breakage or accident to machinery, transmission pipes or canals (excluding the Equipment); or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, declare all Rental Payments due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(c). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the Event of Default is cured.

(c) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale; (3) the balance of any Rental Payments owed by Lessee through the date of termination; and (4) the Purchase Option Price.



(d) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(c)(1)-(3), Lessee shall be liable for the deficiency, and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (b) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive.

(a) No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. Furthermore, the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

(b) No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.6. Waiver. The waiver by the Lessor of any breach by the Lessee, and the waiver by the Lessee of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be given in writing and shall be sufficiently given and served when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page



hereof or when given by hand to the offices named on this first page of this Lease, provided that Lessor and Lessee, by notice given hereunder, may designate in writing different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Lease Term, within 180 days of Lessee's fiscal year end, Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Lease Term, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability.

(a) In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the Lessee, or if for any reason it is held by such a court that any of the covenants and agreements of the Lessee hereunder, including the covenant to pay Rental Payments hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the Lessee to possess, use and enjoy the Equipment, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Rental Payment will be paid by the Lessee.

Section 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.



Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the Effective Date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

[signature page follows]



IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

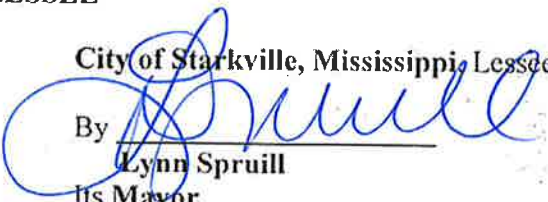
LESSOR

TRUSTMARK NATIONAL BANK, Lessor

By _____
Aaron Oberschmidt
Its Senior Vice President

LESSEE

City of Starkville, Mississippi, Lessee

By 
Lynn Spruill
Its Mayor

List of Exhibits:

- A Equipment (See definitions and Section 9.1)
- B Schedule of Rental Payments (Section 5.2)
- C Schedule of Purchase Option Price
(See definition of Purchase Option Price and Section X)
- D Certificate of Acceptance (Section 2.1(g))
- E Opinion of Counsel (Section 2.1(h))
- F Federal Tax Certificate (Section 2.1(i))
- G Insurance Requirements (Section 6.1)



EXHIBIT A
EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

<u>Quantity</u>	<u>Description</u>	<u>Serial Number(s)</u>
1	JCB 110W Rubber Tire Excavator	2496458

(See attached Invoice)

**DEEP SOUTH EQUIPMENT COMPANY**

4201 Michoud Blvd. (70129-2229)
P.O. Box 29365
New Orleans, Louisiana 70189-0365
504-254-2700 Fax: 504-254-0858

BRANCHES:

340 AIRPORT RD. (39208-6649)
P.O. BOX 54345
JACKSON, MS 39208-4345
601-939-9655 / FAX: 601-939-0261

4610 S. 101ST EAST AVE. (74146-4722)
P.O. BOX 470306
TULSA, OK 74147-0306
918-270-4007
FAX: 918-270-4037

6851 GREENWOOD RD. (71119-0310)
P.O. BOX 29096
SHREVEPORT, LA 71149-9096
318-621-9000 / FAX: 318-621-8301

3600 SOUTH COUNCIL RD. (73179-4400)
P.O. BOX 950446
OKLAHOMA CITY, OK 73195-0446
405-745-2274
FAX: 405-745-2812

1150 LeBlanc Road
FORT ALLEN, LA 70767
225-103-6117 / FAX: 225-103-1924

1610 HWY 100/286
PARIS, TX 75460
901/237-8920

5210 SHIRLEY DR. (75708-6627)
P.O. BOX 120120
TYLER, TX 75712-0120
903-595-6440 / FAX: 903-595-2594

Customer
85497

I N V O I C E

Invoice
M15490

Pg
1

10/31/18

Sold To
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE MS 39759

Ship To
CITY OF STARKVILLE
NORTH WASHINGTON STREET
STARKVILLE MS 39759

662/323-2525

662/323-2525

Dr Trk Make	Model	Serial	Equipment	Meter	Sls	Customer P. O.
003					28	A2446

Order	Ship	Description	Each	Amount
	Taken By Terms	Cody Meloche NET CASH	Shipped	10/31/18
1	1	JC 110W 2496458 JCB 110W HYDRADIO TIER 4 DIESEL ENGINE 9.00 X 20 DUAL SOLIDEAL TIRES 2000MM DIPPER - HI FLOW, HAMMER, AUX 40KPH TRANSMISSION CLIMATE CONTROL HAND HELD TOOLS HIGH PRESSURE QUICKHITCH CASE DRAIN FOR 2000MM ARM ROTATING AMBER STROBE BEACON RADIO KIT CONVENIENCE PACK REAR SCREEN WIPER W/ WASH REVERSE ALARM KIT WHEEL FENDERS TRAILER TOWING KIT REVERSIBLE FAN JCB HYDRAULIC QUICKHITCH	3033052	

CONTINUED

TERMS:
NET CASH. ACCOUNTS IN ARREARS MORE THAN 30 DAYS WILL BEAR INTEREST AT THE HIGHEST LAWFUL RATE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. DO NOT RETURN PARTS FOR CREDIT WITHOUT PRIOR APPROVAL OF PARTS MANAGER. A 15% HANDLING/RESTOCKING CHARGE WILL BE DEDUCTED FROM ALL RETURNS. A MINIMUM CHARGE OF \$5.00 WILL BE MADE ON ALL INVOICES. APPLICABLE SALES, USE OR EXCISE TAXES ARE PAYABLE BY PURCHASER IN ADDITION TO THE PRICES STATED HEREIN. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THE TRANSACTION COVERED BY THIS INVOICE.

PLEASE REMIT TO: AISC 410633 DEEP SOUTH EQUIPMENT COMPANY • P.O. BOX 415000 • NASHVILLE, TN 37241-5000



DEEP SOUTH EQUIPMENT COMPANY
4201 Michoud Blvd. (70129-2229)
P.O. Box 29365
New Orleans, Louisiana 70189-0365
504-254-2700 Fax: 504-254-0858

BRANCHES:

340 AIRPORT RD. (39200-6649)
P.O. BOX 54345
JACKSON, MS 39208-4345
601-939-9655 / FAX: 601-939-0261

4610 S. 101ST EAST AVE. (74146-4722)
P.O. BOX 470306
TULSA, OK 74147-0306
918-270-4007
FAX: 918-270-4037

6851 GREENWOOD RD. (71119-8310)
P.O. BOX 29096
SHREVEPORT, LA 71149-0996
318-621-9000 / FAX: 318-631-8104

3600 SOUTH COUNCIL RD. (73179-4400)
P.O. BOX 950446
OKLAHOMA CITY, OK 73175-0446
405-745-2274
FAX: 405-745-2812

1150 LeBlanc Road
PORT ALLEN, LA 70767
225-803-6117 / FAX: 225-183-3924

1640 NW LOOP 286
PARIS, TX 75460
901/717-8920

5210 SHIRLEY DR. (75700-6627)
P.O. BOX 120128
TYLER, TX 75712-0128
901-595-6440 / FAX: 901-595-2504

Customer
85497

I N V O I C E

Invoice
M15490

Pg
2

10/31/18

Sold To
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE MS 39759

Ship To
CITY OF STARKVILLE
NORTH WASHINGTON STREET
STARKVILLE MS 39759

662/323-2525

662/323-2525

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P. D.
003							28	A2446	

Order	Ship	Description	Each	Amount
		600MM HD BUCKET		
		STEELWRIST WIRING INSTALLATION		
		ROAD KIT		
		TOOL KIT		
		COLD CLIMATE KIT		
		BOOM TAB DIPPER		
		HYDRAULIC THUMB*		
		60" BUCKET*		
		36" BUCKET*		
		18" BUCKET*		

F. O. B. - STARKVILLE, MS
MISSISSIPPI NONTAX

193,500.00
.00

SERIAL NUMBER: 2496458

Total 193,500.00

TERMS:

NET CASH. ACCOUNTS IN ARREARS MORE THAN 30 DAYS WILL BEAR INTEREST AT THE HIGHEST LAWFUL RATE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. DO NOT RETURN PARTS FOR CREDIT WITHOUT PRIOR APPROVAL OF PARTS MANAGER. A 15% HANDLING/RESTOCKING CHARGE WILL BE DEDUCTED FROM ALL RETURNS. A MINIMUM CHARGE OF \$5.00 WILL BE MADE ON ALL INVOICES. APPLICABLE SALES, USE OR EXCISE TAXES ARE PAYABLE BY PURCHASER IN ADDITION TO THE PRICES STATED HEREIN. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THE TRANSACTION COVERED BY THIS INVOICE.

PLEASE REMIT TO: MSC 410633 DEEP SOUTH EQUIPMENT COMPANY • P.O. BOX 415000 • NASHVILLE, TN 37241-5000

Bill of Sale

BE IT KNOWN, that for payment in the sum of \$193,500.00, the full receipt of which is acknowledged, the undersigned Deep South Equipment (Seller) hereby sells and transfers to City of Starkville (Buyer), the following described construction equipment:

Make: JCB	Model or series: JCB 110 W
Year: 2018	Color: Yellow
Serial Number: 2496458	Style: Wheeled Excavator
Hour Meter Reading: 9	Condition: New

The sale is subject to the following conditions and representations:

Seller acknowledges receipt of \$0 in down payment for the equipment, full payment from the Buyer to take place within 30 days.

Seller certifies to the best of the Seller's knowledge that the hour meter reading listed in the equipment description above reflects the actual hours of the equipment. The equipment's hour meter was not altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

Seller has no knowledge of any hidden defects in and to the equipment and believes to the best of the Seller's knowledge that the equipment being sold is in good operating condition. Said equipment is sold in new condition and where currently located.

Date signed:	NOVEMBER 13, 2018
Seller:	KEITH GOODIN GENERAL SALES MANAGER
Buyer:	
In the presence of (Witness):	Jessica E. Rouillier
Print name of witness:	Jessica E. Rouillier



EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: **City of Starkville, Mississippi**
Commencement Date of Lease: **November 14, 2018**
Number and Frequency of Payments: **Twenty-eight (28) Quarterly Payments**

Rental Payment Schedule

<u>Due Date</u>	<u>Payment Number</u>	<u>Total Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>
See Attached Schedule				



EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

<u>After Payment Number</u>	<u>Purchase Option Price</u>
Twenty-eight (28) Quarterly Payments	\$1.00



EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **Mayor** of the **City of Starkville, Mississippi** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **November 14, 2018** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **February 14, 2019** and on the **14th** of each **quarter** thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

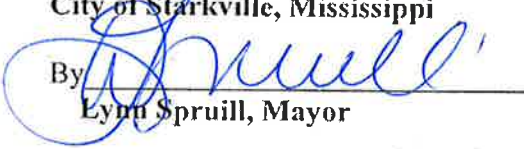
Operations related to public services in the **Municipality**.

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **November 14, 2018**

City of Starkville, Mississippi

By 

Lynn Spruill, Mayor



EXHIBIT E

OPINION OF COUNSEL

Trustmark National Bank
624 Main Street
Columbus, MS 39701

Aaron Oberschmidt, Senior Vice President

Re: Lease-Purchase Agreement dated as of **November 14, 2018**, between Trustmark National Bank ("Lessor") and the **City of Starkville, Mississippi** ("Lessee")

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto



and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7.a. The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

b. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease Payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each such requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Dated: November 14, 2018

Very truly yours,

Chris Latimer, Attorney at Law



EXHIBIT F
LEASE AND OPTION TO PURCHASE DATED AS OF THE 14TH DAY OF
NOVEMBER, 2018
FEDERAL TAX CERTIFICATE

Pursuant to the U.S. Internal Revenue Code of 1986, as amended. ("Code") and regulations thereunder, I, the undersigned of the **City of Starkville, Mississippi** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **Mayor** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.
2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.
3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.
4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **\$193,500.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.
5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the



Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed \$193,500.00.

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of, in whole or in part, or for any transaction or series of transactions to occur prior to the termination of the Lease which would enable the Lessee to allow the Lease to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received by Lessee pursuant to the Lease and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

10. The Lessee is a governmental unit or owned by a government unit with general taxing powers; no obligation of the Lessee pursuant to the Lease (the "Obligation") is a private activity bond (as defined in the Code); and ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for local governmental activities of the Lessee.

11. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of Subsection 148(f) of the Code ("Subsection 148(f)") in order that none of the Obligations shall be treated as an arbitrage bonds pursuant to Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in, the making of any and all calculations, computations and filings required pursuant to, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Regulations, thereunder.

(ii) In the event it is determined that a rebate is required to the United States to



avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Obligations to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder,

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price."

(e) In connection with the delivery of the Obligations, the Lessee has not and will



not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) None of the proceeds of the Obligation(s) will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to a governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Obligation(s) used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligation(s) which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligation(s) will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired



pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

13. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.



All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the **14th day of November, 2018**

City of Starkville, Mississippi, Lessee

By:


Lynn Spruill

Its: Mayor

ATTEST:



By:

Lesa Hardin

Its:

City Clerk

(SEAL)



Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Starkville, MS		2 Issuer's employer identification number (EIN) 64-6001082
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Lynn Spruill, Mayor		3b Telephone number of other person shown on 3a 662-323-2525
4 Number and street (or P.O. box if mail is not delivered to street address) 110 West Main St.	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Starkville, MS. 39759		7 Date of issue 11/14/2018
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ►	18	193,500.00
19a	If bonds are TANs or RANs, check only box 19a		
19b	If bonds are BANs, check only box 19b		
20	If bonds are in the form of a lease or installment sale, check box		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/14/2025	\$ 193,500.00	\$	7 years	3.43 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**

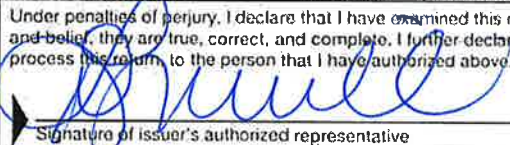
--	--
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**

--	--
- b Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c Enter the name of the GIC provider ► _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**

--	--
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c Enter the EIN of the issuer of the master pool bond ► _____
- d Enter the name of the issuer of the master pool bond ► _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b Name of hedge provider ► _____
- c Type of hedge ► _____
- d Term of hedge ► _____
- 42 If the issuer has superintegrated the hedge, check box ► ☐
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


Signature of issuer's authorized representative

12-4-18
Date

Lynn Spruill Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no. ►

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Trustmark National Bank Attn: Loan Operations P O Box 1182 Jackson, MS 39205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME City of Starkville, Mississippi				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 110 West Main Street		CITY Starkville	STATE MS	POSTAL CODE 39759
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Trustmark National Bank				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 624 Main Street		CITY Columbus	STATE MS	POSTAL CODE 39701
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

One (1) JCB 110W Rubber Tire Excavator, Serial #2496458

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Secretary State of Mississippi



EXHIBIT G
INSURANCE REQUIREMENTS



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/13/2018

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

AGENCY Renasant Insurance, Inc. 307 B University Drive P. O. Box 843 Starkville MS 39760		PHONE (A/C, No, Ext): (662) 323-5550	COMPANY Arthur J Gallagher & Co. P. O. Box 532143 Atlanta GA 30353	
FAX (A/C, No): (662) 323-3377	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00048769				
INSURED Starkville, City Of City Hall Accounts Payable 110 W Main St Starkville MS 39759			LOAN NUMBER	
			POLICY NUMBER YU2-251-292228-028	
			EFFECTIVE DATE 6/1/2018	EXPIRATION DATE 6/1/2019
			☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
BLANKET

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

COVERAGE INFORMATION

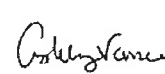
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
JCB 110W Hydradig Serial #2496458	\$193,500	\$1,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Starkville Starkville, MS 39759	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Ashley Vance/ADVMF 	

ACORD 27 (2009/12)

INS027 (2009/12) 02

© 1993-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

10. CONSIDERATION TO HIRE NICK CALLAHAN AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to hire Nick Callahan as a Sports Coordinator in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Maintenance Worker in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

12. REQUEST AUTHORIZATION TO APPLY FOR THE FY19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR \$27,246.30 IN 100% REIMBURSABLE FUNDS IN THE AREA OF HOT SPOT POLICING, OVERTIME FOR HOT SPOT POLICING AND EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 4, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the application for the FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) for \$27,246.30 in 100% reimbursable funds in the area of Hot Spot Policing, Overtime for Hot Spot Policing and equipment” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill recognized Armstrong Middle School Computer Science and Engineering Instructors, Tara Agnew, Teresa Jones and Melissa Worrells who assigned twelve teams of eighth graders to design a rollercoaster as a class project. Upon completion five teams were selected winners and the students were present to be recognized with certificates of achievement and City lapel key pins.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, expressed concern that citizens have with late mailing of utility bills. He asked that space heater safety be discussed. Mr. Turner presented the Police Chief with a pamphlet listing mental health issues and how to deal with them.

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

PUBLIC APPEARANCES: None

PUBLIC HEARING:

PUBLIC HEARING OF RZ 18-10 A REQUEST TO REZONE 3 PARCELS LOCATED ON THE NORTH SIDE OF CANAL STREET FROM R-3 TO C-2 WITH THE PARCEL NUMBERS 102H-00-023.00, 102H-00-022.00, AND 102H-00-021.00.

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

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

13. DISCUSSION OF VACANCY IN MUNICIPAL JUDGE POSITION.

Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve the job description as presented at the table and that the City seek letters of interest by advertising in the Starkville Daily, Starkville Dispatch, City website and Oktibbeha County Bar Association with letters to be submitted by December 10, 2018 at 5 p.m. The Board voted as follows:

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

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

Job Title: Municipal Judge
Direct Report: Mayor and Board of Aldermen
Date Prepared: 12/04/18

FLSA: Exempt/Grade 15
Department: Courts
Approved by Board: _____

POSITION SUMMARY:

The Municipal Court Judge performs professional and administrative judicial work in the adjudication of criminal misdemeanor cases and violations of City ordinances and codes. The duties and responsibilities shall include, but are not limited to those functions subject to a Municipal Court Judge's authority pursuant to City ordinances, State law and the Rules of Judicial Administration.

DUTIES AND RESPONSIBILITIES:

- Preside over a variety of hearings involving traffic offenses, misdemeanor offenses, felony offenses and city ordinance violations.
- Conduct hearing and arraignments of all cases of those accused individuals before the court to answer charges made against them by complaint; presides over proceedings and maintains order of proceedings before the court; rules on the admissibility of evidence; and applies local, state and federal law in decision-making and case determination; communicates rulings to all parties involved in the case.
- Conduct sentencing hearings; explains verdicts, procedures and sentences; calculates fines, fees and restitution; selects payment due dates; selects confinement dates and determines whether to permit work release; and explains probationary terms and conditions.
- Coordinate and manage the court dockets; communicate with court personnel, and prosecutor regarding information contained in dockets; approve settlement agreements and deferred prosecution agreements submitted between the prosecutor and a defendant.
- Communicate effectively with Municipal Court personnel, law enforcement officers, attorneys, citizens and other individuals and organizations as necessary to receive information regarding problems and/or concerns; provides recommendations for improvements and/or changes; creates a respectful and customer service oriented atmosphere in the Municipal Court.
- Research case law, legal updates, ordinances, procedural and evidentiary rules, opinions, City and State code books, legislative materials, and various other legal materials; keeps apprised of changes in law, procedures and ruling; uses information gained through research to assist in making determinations for cases in Municipal Court.
- Perform official duties such as: issuing warrants and summons.
- Sign various paperwork such as arrest warrants, search warrants, prisoner transfer documentation, appeal bonds, affidavits, judgments, dismissals, etc.
- Oversee the assignment and management of the work of all Court employees through the Municipal Court Administrator.
- Evaluate and analyze statistical data on a continuing basis concerning the management of courtroom case flow and oversees periodic reports based on that data.
- Perform any and all functions outlined in Miss. Code Ann. § 21-23-7.

Knowledge of:

- The principles, best practices and methods of Municipal Court operations and administration.
- Municipal, State and Federal laws and the application of such laws in legal proceedings.
- The rules of court procedures, decorum, judicial conduct and policies.
- Rules of evidence, appeals procedures, case management techniques and methods of legal research.

Ability to:

- Make sound judgments and exhibit patience when dealing with stressful situations.
- Analyze evidence and data presented in court, to apply existing laws impartially, and render prompt equitable verdicts.
- Communicate effectively, both written and verbally
- Perform addition, subtraction, multiplication and division including the ability to calculate decimals and percentages, perform mathematical operations with fractions, compute discounts, interest and ratios, and to calculate surface areas, volumes, weights and measures.
- Be bonded and receive notary public commission

EDUCATION AND EXPERIENCE GUIDELINES:

- Bachelor's degree from an accredited college or university.
- Possess a Juris Doctorate degree in Law.
- Must be licensed to practice law in the State of Mississippi; must be in good standing with the Mississippi State Bar; and must be a qualified elector of Oktibbeha County, Mississippi.

Preferred Education and/or Experience:

- Preferred experience as a Municipal Court Judge
- Experience in the practice of law with ten (10) or more years in the State of Mississippi

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The majority of this position's duties are performed in an office environment. Visual and physical ability to work on computers for substantial amounts of time, constant sitting in office chair, standing, frequent walking, writing, bending, and reaching; occasional lifting of items weighing 50 pounds and reaching and lifting above the shoulders. Work in the field exposes the employee to all weather conditions and requires the operation of a motor vehicle in a variety of traffic conditions.

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

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

Regular and consistent attendance is a condition of continuing employment.

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

A drug screen is required for this position.

14. CONSIDERATION OF A SPECIAL EVENT REQUEST BY BAILEY MCDANIEL ON BEHALF OF STARKVILLE PRIDE TO HOLD THE 2019 PRIDE PARADE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON MARCH 30, 2019.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve a Special Event request by Bailey McDaniel on behalf of Starkville Pride to hold the 2019 Pride Parade and have City participation with in-kind services on March 30, 2019. The Board voted as follows:

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

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

15. CONSIDERATION TO A SPECIAL EVENT REQUEST FOR THE 2019 MLK ANNUAL MARCH AND RALLY WITH IN-KIND SERVICES.

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve a Special Event request by Christopher Taylor on behalf of the Oktibbeha County NAACP to hold the 2019 MLK annual March and Rally with in-kind services on January 21, 2018. The Board voted as follows:

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

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

16. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 27, 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 Walker, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of November 27, 2018 for fiscal year ending 9/30/19, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 438,878.02
Restricted Fire Fund	003	1,555.67
Airport Fund	015	24,572.79
Sanitation	022	20,892.51
Landfill	023	50,020.00
Computer Assessments	107	175.00
Industrial Park Bond	303	228,299.91
Public Improv Bonds 2018	319	63,668.75
Park and Rec, Tourism	375	5,589.75
Trust and Agency	610	28,157.70
Economic Dev, Tourism & Conv	630	125,933.44
Payroll	681	2,384.34
Sub Total Before Utilities		\$ 990,127.88
Utilities Dept.	SED	231,372.75
Total Claims	Total	\$1,221,500.63

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

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

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

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

18. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussing the job performance of an employee of the Sanitation Department and potential litigation related to the Starkville Cemetery Association Trust Account. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the job performance of an employee of the Sanitation Department and potential litigation related to the Starkville Cemetery Association Trust Agreement.

At this time, the Board entered Executive Session.

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

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

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

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

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

20. MOTION TO TERMINATE EMPLOYEE IN SANITATION DEPARTMENT.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve the recommendation of the Sanitation Director to terminate the employment of Wayne Perry with the City of Starkville effective immediately. The Board voted as follows:

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

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

21. MOTION TO AUTHORIZE THE CITY ATTORNEY TO TAKE THE LEGAL ACTION NECESSARY TO DISSOLVE THE TRUST AGREEMENT BETWEEN SECURITY STATE BANK AND THE STARKVILLE CEMETERY ASSOCIATION.

Alderman Sistrunk, duly seconded by Alderman Miller, offered a motion to authorize the City attorney to take the legal action necessary to dissolve the trust agreement between Security State Bank and the Starkville Cemetery Association. The Board voted as follows:

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

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

22. MOTION TO AUTHORIZE THE ADVERTISEMENT FOR A DRIVER IN THE SANITATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, authorizing the advertisement for a driver in the Sanitation Department, the Board voted as follows:

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

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

23. MOTION TO RECESS UNTIL DECEMBER 18, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until December 18, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM NO:
AGENDA DATE: December 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to transition fuel acquisition to FleetCor Technologies Operating Company, LLC for the ensuing 2019 Calendar Year. During CY 2019, the fuel acquisition will be monitored and evaluated to determine if it will be necessary to close the City of Starkville's fuel station in the 2020 Calendar Year. All state contract pricing is denoted on the State of Mississippi's Department of Finance and Administration – Bureau of Fleet Management website: www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-fleet-management/

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Board Business

DIRECTOR'S

AUTHORIZATION: Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for authorization to transition to the State Contract fuel purchasing method through partnership with FleetCor Technologies Company, LLC for the 2019 Calendar Year. All state contract pricing is denoted on the State of Mississippi's Department of Finance and Administration - Bureau of Fleet Management.

FUEL REPORT FOR THE CITY OF STARKVILLE'S VEHICLE FLEET MANAGEMENT



Executive Summary

Currently, the City of Starkville utilizes a self-owned and maintained fuel station located just north of the water treatment plant at Curry Street. Over the past few months, indications that the reporting mechanisms currently in place for the City's fuel station have become somewhat encumbering for the City Clerks office working in conjunction with the Starkville Utilities office. Higher expectations for reporting, usage monitoring and accountability are indicative of the need to review the practices of previous years. In doing so, the City may want to give consideration to updating the current standards to align more current industry guidelines and public expectations.

The City has reviewed a few different options for upgrading and/or implementing a new tracking and reporting program. This report is neither meant to be a recommendation nor advocacy for any of the following options, but is purely meant for information by which a logical and responsible decision may be reached. Included herein are four options for the Board of Alderman's (BOA) consideration:

Option 1: Leave the system in place and continue utilizing the reporting in its current ability.

Currently, the Utilities Department is responsible for checking and maintaining the fuel levels at the station. Additionally, they pull the reports and disseminate the information to the Clerk's office for further administration. Utilities orders the fuel when it is low and maintains the "self-created" reporting spreadsheet that uses the data from the current card system in place (Image 1). This option allows the City to continue utilizing existing equipment and process for review and reporting. The primary challenge with this option is that the reporting mechanisms are not automated, and at times, have disconnects in data which include improper pump access, station failure or insufficient data.



Image 1: CardMaster Fuel Control Device

Fuel pricing is contingent upon the date that the quotes are requested. Below is a table which indicates each time fuel has been ordered for the city on a per-unit basis. Two vendors (Rackley and Fair) provide unit quotes each time the City requests quotes. Quotes are typically requested when the Utility personnel check the tank and readings indicate a level of 2,000 gallons or less in each 10,000-gallon tank:

Date of Bid	Rackley	Fair	Gas/Diesel/Both	Levels When Bid (Inches)
10/11/2017	\$ 1.9735	\$ 1.9633	Gas	14
10/17/2017	\$ 2.0545	\$ 2.0325	Diesel	27
11/27/2017	\$ 2.145	\$ 2.149	Diesel	28
11/30/2017	\$ 2.0159	\$ 2.0356	GAS	29
1/12/2018	\$ 2.251	\$ 2.263	Diesel	29
1/24/2018	\$ 2.1939	\$ 2.20	Gas	27
2/26/2018	\$ 2.202	\$ 2.1875	Diesel	32
3/2/2018	\$ 2.0549	\$ 2.0551	GAS	30
3/26/2018	\$ 2.3535	\$ 2.2703	Gas	6
4/11/2018	\$ 2.3119	\$ 2.3384	Diesel	26
4/23/2018	\$ 2.409	\$ 2.471	Gas	25
5/22/2018	2.502	2.5285	Diesel	24
5/22/2018	\$ 2.50	\$ 2.49	Gas	23
6/14/2018	\$ 2.3595	\$ 2.3558	Gas	26
6/25/2018	\$ 2.3365	\$ 2.3230	Diesel	28
7/5/2018	\$ 2.405	\$ 2.274	Gas	14
7/27/2018	\$ 2.40	\$ 2.44	Gas	23.5
7/27/2018	\$ 2.37	\$ 2.26	Diesel	32
8/28/2018	\$ 2.31	\$ 2.50	Gas	14
9/4/2018	\$ 2.47	\$ 2.57	Diesel	31
9/18/2018	\$ 2.34	\$ 2.41	Gas	24
10/9/2018	\$ 2.62	\$ 2.79	Diesel	30
10/11/2018	\$ 2.28	\$ 2.60	Gas	9

***A level of 30" indicates that 1,952.63 gallons remains in the tank.

Table 1: Date, Low Quote Vendor, Type of Fuel and Level for City of Starkville Fuel Purchase (10/11/2017 – 10/11/2018)

Option 2: Upgrade the Current Station to Allow for Automation and Better Reporting

This option requires the City to invest approximately \$20,000 for cleaning the existing tanks and installing needed automated ability for tracking and more station reporting. An approximate cost for cleaning the tanks would be \$5,000. The upgrade for monitoring and reporting equipment could be in the range of \$15,000. A yearly software cost could be approximately \$500-\$1,000 depending on the vendor. An example quote for upgrading to a better tracking and reporting system is provided in Attachment 1.

Responsibilities associated with this option include the management of the fuel system continuing to be administered by the City personnel. Additionally, annual cost for cleaning,

MDEQ inspections, equipment maintenance and personnel time involved with maintaining the system should be considered as part of the responsibilities for this option. Additional cost can be associated with this option depending on how automated the system is, which could include \$3,000-\$10,000 (approximately) for upgrading the actual tanks to allow for remote monitoring of actual fuel levels. Multiple options exist for upgrading the automation and reporting functions, in addition to the tank monitoring options.

Option 3: Abandon the Fuel Station and Utilize a Vendor/State Contract Option

This option allows the BOA to spend an approximate \$20,000 - \$30,000 abandonment cost for closure of the fuel station. The approximate cost is only indicative of expected cost if no contamination exists. At this time, MDEQ is required to make onsite inspections every three (3) years. To date, they have not indicated any issues or concerns with the City's fuel station. Typically, the absence of issues or concerns notated by MDEQ would be indicative of an expectation that no contamination would exist upon closure of the stations. If contamination is found, MDEQ does have grant funds available for remediation, however, some costs may have to be absorbed by the City in such an instance. Closure processes and MDEQ reporting are included in Attachment 2.

Utilization of an independent vendor or use of the state contract would allow for a few additional options. Vendors typically provide the software for the tracking and reporting functions through an online portal such that live information can be found at any time by the Department needing data. The tracking and reporting functions are typically more robust and supported by a much larger organizational effort due to the expansiveness of areas covered by these vendors. Multiple vendors are available, but WEX government fleet cards are referenced in Attachment 3.

Another option would include the State Contract Vendor for Mississippi – Fleetcor Technologies, Inc. Fleetcor conducts business as Fuelman of Mississippi, which is a very visible and popular fuel access program. Fuelman allows many of the same tracking abilities as alternative options, which include fuel access monitoring to be employee and vehicle specific. The strength of Fuelman is the availability of access. Approximately 30 privately owned fuel stations are located in or around the City of Starkville. Additionally, Fuelman access is provided throughout the State of Mississippi and surrounding areas such that travel access could be more easily attained. Many towns and cities in Mississippi have adopted the Fuelman program for their fueling needs. Fuelman information is also referenced in Attachment 3.

Typically, fuel costs associated with Fuelman are within the range of alternative options, which includes the City's current process. Table 2 shows cost comparisons for the approximate time ranges for which the City purchased fuel over the past 12 months:

Date of Bid	Rackley	Fair	Gas/Diesel/Both	Levels When Bid (Inches)	Fuelman State Contract Costs	
					UG	D
10/11/2017	\$ 1.9735	\$ 1.9633	Gas	14	\$ 1.9722	\$ 2.1677
10/17/2017	\$ 2.0545	\$ 2.0325	Diesel	27	\$ 1.9711	\$ 2.1697
11/27/2017	\$ 2.145	\$ 2.149	Diesel	28	\$ 2.0050	\$ 2.2484
11/30/2017	\$ 2.0159	\$ 2.0356	GAS	29	\$ 2.0050	\$ 2.2484
1/12/2018	\$ 2.251	\$ 2.263	Diesel	29	\$ 2.0168	\$ 2.3586
1/24/2018	\$ 2.1939	\$ 2.20	Gas	27	\$ 2.0994	\$ 2.3800
2/26/2018	\$ 2.202	\$ 2.1875	Diesel	32	\$ 2.0281	\$ 2.2863
3/2/2018	\$ 2.0549	\$ 2.0551	GAS	30	\$ 2.0257	\$ 2.2540
3/26/2018	\$ 2.3535	\$ 2.2703	Gas	6	\$ 2.1636	\$ 2.3520
4/11/2018	\$ 2.3119	\$ 2.3384	Diesel	26	\$ 2.1603	\$ 2.3337
4/23/2018	\$ 2.409	\$ 2.471	Gas	25	\$ 2.2786	\$ 2.4385
5/22/2018	2.502	2.5285	Diesel	24	\$ 2.1666	\$ 2.3329
5/22/2018	\$ 2.50	\$ 2.49	Gas	23	\$ 2.1666	\$ 2.3329
6/14/2018	\$ 2.3595	\$ 2.3558	Gas	26	\$ 2.1728	\$ 2.3440
6/25/2018	\$ 2.3365	\$ 2.3230	Diesel	28	\$ 2.2293	\$ 2.4601
7/5/2018	\$ 2.405	\$ 2.274	Gas	14	\$ 2.3088	\$ 2.5278
7/27/2018	\$ 2.40	\$ 2.44	Gas	23.5	\$ 2.2866	\$ 2.4463
7/27/2018	\$ 2.37	\$ 2.26	Diesel	32	\$ 2.2866	\$ 2.4463
8/28/2018	\$ 2.31	\$ 2.50	Gas	14	\$ 2.2994	\$ 2.5237
9/4/2018	\$ 2.47	\$ 2.57	Diesel	31	\$ 2.3153	\$ 2.6074
9/18/2018	\$ 2.34	\$ 2.41	Gas	24	\$ 2.3217	\$ 2.6094
10/9/2018	\$ 2.62	\$ 2.79	Diesel	30	\$ 2.4336	\$ 2.7872
10/11/2018	\$ 2.28	\$ 2.60	Gas	9	\$ 2.1177	\$ 2.6061

***A level of 30" indicates that 1,952.63 gallons remains in the tank.

****City of Starkville currently purchases non-ethanol gas. The Fuelman prices are representative of a 10% ethanol supply.

Table 2: Costs Comparison for City of Starkville Costs vs Fuelman Costs

Conclusion

Currently, these three (3) options appear to be the most suitable and viable options for the City of Starkville's vehicle fleet. Advantages and disadvantages are associated with any option, but the costs associated with each above option is nearly identical, except for upfront implementation costs. Regardless of the option, emergency fuel needs should be considered as the City determines which path is most appropriate. Those needs could be addressed through a short-form contract with local fuel providers or something similar in structure to the State of Mississippi's Emergency Fuel Agreement shown in Attachment 4.

In summary, all options should be reviewed, and costs considered. Capital costs, annual costs, maintenance responsibilities and reporting should be balanced such that costs and reporting ability are adequately considered. If additional ideas are brought forth, this report can be adjusted to account for those options as may be necessary.

Thank you for your consideration.

Attachment 1

Example Quote for Upgrading Pumping Station

Q U O T E

Sold To: 101 STARKVILLE UTILITIES ATT RUSSELL 662-323-3133 EXT 100 MS Phone: Fax:	Ship To: GASBOY TOP KAT 2 HOSE MECH Contact:
---	---

Quote # 109381	Date: 10/31/2016	Terms: NET ON RECEIPT	Entered By: TED	Sold By: 20
-----------------------	-------------------------	------------------------------	------------------------	--------------------

Item #	Description	Quantity	Price	Extended
NS	KS612K001 Fleet Head Office - Home Office Software Features _X Remote web monitoring, management, reporting and maintenance _X Centralized management of all transactions, vehicles and equipment _X Authorization of vehicles and equipment _X Custom designed limits and restrictions _X Interface with Fleet Management Software and other 3rd party systems _X Ability to network multiple fuel locations Fleet Head Office Software Package pricing includes factory remote start-up assistance Fleet Head Office Software Packages available for additional sites – Please consult the factory. For minimum system requirements, see the latest release of MDE-4821.	1.00	2,171.00	2,171.00
NS	GASBOY TOPKAT PA040501000 Pedestal Mount 2 MECH HOSES Standard Features _X Up to 25,000 transactions and 50,000 devices _X Up to (2) mechanical hoses _X Up to (4) 9800 hoses _X Keypad, Mag Card, and Mifare access methods _X Web-based interface for local reporting _X Consolidated reporting through Fleet Head Office Interface _X Weights & Measure and UL Listed _X cUL approved for Pedestal Mount only	1.00	6,272.00	6,272.00
NS	099049 Annual Software Support	1.00	557.00	557.00
NS	099071 PLUS Controller Startup Fee	1.00	407.00	407.00

ACCEPTED BY

PRICES GOOD FOR 30 DAYS ONLY

COMMENTS: ALL APPLICABLE TAXES MUST BE ADDED

QUOTE

Sold To: 101	Ship To:
STARKVILLE UTILITIES ATT RUSSELL 662-323-3133 EXT 100 MS	GASBOY TOP KAT 2 HOSE MECH
Phone: Fax:	Contact:

Quote # 109381	Date: 10/31/2016	Terms: NET ON RECEIPT	Entered By: TED	Sold By: 20
-----------------------	-------------------------	------------------------------	------------------------	--------------------

Item #	Description	Quantity	Price	Extended
NS	Blue Mifare Tags M09679B001 Blue Mifare Tags - Sold by box only - one box of 10 tags	20.00	79.00	1,580.00
NS	START UP	1.00	1,750.00	1,750.00

DOES NOT INCLUDE INSTALLATION
SYSTEM ONLY HANDLES 2 MECH HOSES

Subtotal	12,737.00
Sales Tax	891.59
Total	13,628.59

ACCEPTED BY

PRICES GOOD FOR 30 DAYS ONLY

COMMENTS: ALL APPLICABLE TAXES MUST BE ADDED

Attachment 2

MDEQ UST Information and The Closure Cycle

Underground Storage Tank Information for Facility # 1975 with Tank/Pipe Detail	
--	--

Owner Name and Address :	City of Starkville	200 N Lafayette Street	STARKVILLE, MS 39759
--------------------------	--------------------	------------------------	----------------------

Facility ID	Location Street Address	Location City
1975	Public Works Complex North Dr D L Conner Drive	STARKVILLE, MS 39759

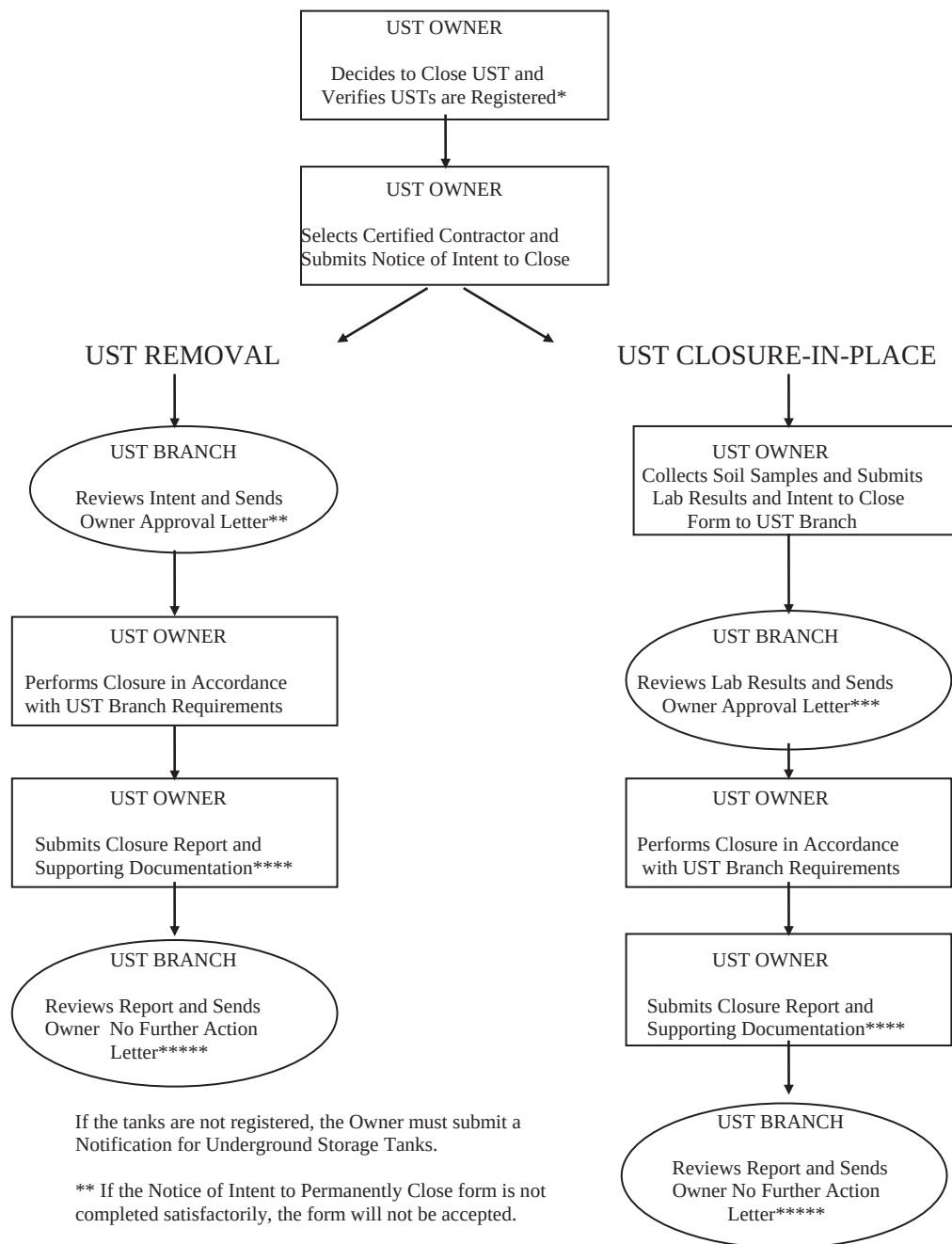
Tank ID	Status	Installed	Capacity	Product	Tank Mat'l of Construction	Secondary Option	Tank Release Detection	Over	Spill
T01	Currently In Use	01/01/1974	10,000	Gasoline	Asphalt Coated or Bare Steel	Cathodically Protected	Groundwater/Vapor Monitorin	Yes	Yes

Pipe ID	Status	Installed	Piping Type	Piping Mat'l of Construction	Secondary Options	Piping Release Detection
P01	Currently In Use	01/01/1974	Safe Suction	Bare/Galvanized Steel	Cathodically Protected	

Tank ID	Status	Installed	Capacity	Product	Tank Mat'l of Construction	Secondary Option	Tank Release Detection	Over	Spill
T02	Currently In Use	01/01/1974	10,000	Diesel	Asphalt Coated or Bare Steel	Cathodically Protected	Groundwater/Vapor Monitorin	Yes	Yes

Pipe ID	Status	Installed	Piping Type	Piping Mat'l of Construction	Secondary Options	Piping Release Detection
P02	Currently In Use	01/01/1974	Safe Suction	Bare/Galvanized Steel	Cathodically Protected	

APPENDIX A “The Closure Cycle”



* If the tanks are not registered, the Owner must submit a Notification for Underground Storage Tanks.

** If the Notice of Intent to Permanently Close form is not completed satisfactorily, the form will not be accepted.

*** The lab results must normally be below the limits established by the UST Branch in order for the Closure-in-Place to be approved.

**** Supporting documentation: a) lab results of any sampling; b) chain-of-custody; c) manifests for the disposal of any contaminated soils, waters, or tank sludges; d) site drawing.

***** If lab results are above UST Branch limits, Owner is notified of contamination and works with UST Branch to clean up site.

Attachment 3

Independent and State Contract Vendor Options

[Log In](#)[WHY WEX
STATES](#)[HOW IT WORKS
CONTACT US](#)[LEARN MORE](#)[CLEARVIEW](#)[WEX » FLEET » GOVERNMENT » HOW IT WORKS](#)

Leverage the Power of WEX Government Fleet Cards

WEX government fleet cards provide complete solutions.

WEX has been providing U.S. government and commercial fleet managers with payment processing and information management services since 1983, providing innovative solutions with an extensive range of benefits. Wondering if WEX government fleet cards are right for your fleet? Discover the benefits:

Tax exemption and reporting for qualified fleets to ensure your agency is leveraging cost savings

Fuel Site Mapping Mobile Application to help drivers locate the lowest price fuel station based on their current location

24/7 Customer Service — a knowledgeable representative is always available to help you and your drivers

Most state programs offer:

Broader Acceptance — accepted at 90% of all U.S. retail fueling locations

Valuable Rebates — off all monthly retail transactions charged to your account

Special Pricing — no setup or monthly card fees usually charged to new accounts

Real-Time Online Account Access — to control, manage, and track fleet purchases

Tax Exemption and Reporting — for qualified fleets to significantly reduce accounting and administrative time

24/7 Customer Service — a knowledgeable representative is always available to help you and your drivers

WEXPay™ — giving you access to out-of-network fuel and service providers, reducing the number of sites where drivers would have to use an alternative form of payment

Use our [interactive map](#) to learn which states have contracts with WEX, and how your local government agency can leverage these contracts. Our Sourcwell program offers a free alternative to those states without contracts.

WEX is registered with the IRS and can exempt state and local taxes on fuel purchases. We also can net bill qualified fleets for U.S. gasoline and diesel fuel purchases. Most major fuel merchants participate in this program, including ExxonMobil, Shell, Sunoco, BP, Amoco, Phillips and Marathon.

WEX has been providing U.S. government and commercial fleet managers with payment processing and information management services since 1983.

DON'T JUST TAKE OUR WORD.

TESTIMONIALS



Get a real-time view of where your fleet vehicles are, what your drivers are doing, and how you can improve their performance.

Our proprietary network helps you capture data and control what transactions are allowed, including purchase type, time period, and dollars per transaction.

The image displays two WEX Fleet cards. The card on the left is black with a red WEX logo and the word 'FLEET' in large white letters. It features a textured background and a small red WEX logo in the bottom right corner. The card on the right is white with a red WEX logo and the words 'FLEET FlexCard' in black. It has a clean, modern design with a small red WEX logo in the bottom right corner. Both cards show the same account information: ACCOUNT NO. 0000 00 123456 7, CARD NO. 000000, and EXPIR. DATE 0001-1 00/00. The cardholder's name is ABC INC and the description is VEHICLE DESC for the black card and DRIVER DESC for the white card.

Choose your company fuel card simply by selecting the one that will benefit your fleet the most. Compare terms and fees, then click to apply in minutes.

http

A Comprehensive Solution to Meet the Unique Needs of Government Fleets

Specially designed for government fleets to prevent unauthorized fueling, earn valuable rebates and simplify tax accounting, the Public Sector program provides a robust account management engine with real-time card controls, transaction reporting and data downloads on demand.

For any qualifying tax-exempt organization, Fuelman can take on the entire tax-filing process so you pay no taxes at the time of billing on qualified purchases. Fuelman will even file the reports on your behalf, or you can quickly and easily download detailed tax reports to make filing easier.

[Apply Now](#)

Here's how the Public Sector Fleetcard will help you:

Control Spending

- Restrict card purchasing to fuel only, or fuel and maintenance only
- Customize purchase limits by type of fuel, time, date and/or gallons
- Control fraud with real-time, purchase exception email alerts
- Monitor activity with instant access to transactions as they happen for both retail and on-site fueling

Save Money

- Earn up to 5¢ off per gallon in valuable volume rebates* based on overall fuel purchases
- Get benefit of the tax exemptions at the time of billing vs. waiting for the rebate filing

- Keep vehicles on the road with the optional road-side assistance and maintenance programs

MONTHLY GALLONS	REBATE PER GALLON*
0-300	1¢
301-600	2¢
601-1,200	3¢
1,201-3,000	4¢
3,001-14,000	5¢

Save Time

- Save time with online account management and consolidated billing
- Receive one simple report that details transactions by driver, vehicle and department
- Start saving immediately with assistance to set up your account and optimize card controls

Hear what customers are saying:

"Fuelman has given us the ability to keep a closer tab on our employees. In return this has limited the incidents of employees stealing gas by working as a deterrent."

-General Contractor, with 17 vehicles, Missouri

*Volume Tier rebate schedule based on monthly billing cycle and capped at 14,000 monthly gallons; schedule pro-rated for weekly and bi-weekly billing cycles. Actual savings vary based on the number of unleaded and diesel grade gallons purchased during applicable billing cycle. Rebate is not available on purchases at The Convenience Network brands including Loves, Chevron/Texaco, Arco, Sinclair and Walmart/Sam's Club. Transactions at Arco are subject to special pricing. Rebates are subject to forfeiture if account is not in good standing. Program pricing is reevaluated annually and subject to change thereafter.

Program terms and conditions apply. Visit <http://www.fuelman.com/terms/> for details. Fees may apply in some cases, such as for optional services, late payments and/or credit risk.



HAVE A QUESTION? SPEAK WITH ONE OF OUR EXPERTS. CALL 1-800-383-5626



Attachment 4

*Emergency Fuel Agreement Between the Mississippi Department of
Finance and Administration Office of Purchasing, Travel and Fleet
Management and Specialty Fuel Services, LLC*

**Emergency Fuel Agreement
Between the
Mississippi Department of Finance and Administration
Office of Purchasing, Travel and Fleet Management
And
Specialty Fuel Services, LLC**

This Emergency Fuel Contract is made by and between the Mississippi Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management ("DFA" or "OPTFM") whose address is 501 North West Street, Suite 701-A Woolfolk Building, Jackson, Mississippi, 39201, and Specialty Fuel Services (the "Contractor"), whose address is 1 Superior Dr., PO Box 1249, Kosciusko, MS 39090 the 22nd day of August, 2016, under the following terms and conditions:

1. Scope of Work

The Contractor shall provide the customary activities and services associated with providing fuel and transportation of fuel during emergency situations.

Duties of the Contractor:

1. Prior to potential emergency situation, and at the direction of the Mississippi Emergency Management Agency's Logistics Chief ("state representative"), the Contractor will position tanks and equipment that would form five (5) fueling facilities to be used for emergency event response in a location or locations whereby the tanks will be able to be moved to strategic locations and made operable immediately upon notification of safe conditions and clear roads. Each fueling site shall have a minimum capacity of 3500 gallons of diesel and 3500 gallons of gasoline, and be equipped for use as temporary fuel stations capable of dispensing and metering fuel to vehicles or other tanks. These facilities shall be self-sustaining in case there is no electricity available, and equipped for night use. The tanks should be double walled, UL listed, with appropriate containment systems, equipped with industry approved vents and fill openings. These tank systems shall also allow for the recording of fuel using the state fuel card system transaction information. The State will provide the location, as well as, security and an onsite individual to record usage. Alternatively, the Contractor can provide its proposed fee for providing such security and onsite personnel.

Contractor is to provide storage and deployment services for small tanks so they remain ready for service and out of the weather.

2. After the occurrence of an emergency situation, as soon as conditions are deemed safe and the roads are adequately cleared, and at the direction of the state representative, move up to five (5) mobile tank facilities to locations designated by the state representative.

3. Provide for the availability and delivery of fuel to the mobile tank facilities for 15 days. With 5 tanks having a capacity of 7,500 gallons of gasoline and 7,500 gallons of diesel, this would be about 562,500 gallons of gasoline and about 562,500 of diesel. The specific sites and quantities will be as specified by the state representative. Fuel is not to be delivered, unless requested by the state representative.

4. As requested by the state representative, provide for the availability and delivery of up to 2 million gallons of fuel (gasoline, diesel and/or propane) to state and county locations, over a 15-day period. The specific sites and quantities will be as specified by the state representative. Fuel is not to be delivered, unless requested by the state representative.
5. If requested by the state representative, move the mobile tank facilities to new sites as designated by the state representative.
6. Provide fuel transportation (including drivers and all personnel required to pump fuel) through the use of tankers, bobtails (with the ability to dispense fuel directly into vehicles), and skids as requested by the state representative.
7. Provide fuel rotation services, if requested, by state facilities that have on-site fuel storage.
8. Provide an adequate number of trucks with tanks and fueling capabilities that could be used by a county to fuel generators throughout the county. The Contractor would be responsible for filling the tank(s) as needed over a 15-day period. The specific sites and quantities will be as specified by the state representative. Fuel is not to be delivered, unless requested by the state representative.

2. Contract Term

Contract shall run from September 1, 2016 through August 30, 2019 with options to renew for up to two (2) additional 12 month periods.

3. E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

4. Paymode

Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

5. Availability of Funds

It is expressly understood and agreed that the obligation of the DFA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or

expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6. Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the Contractor agrees that the DFA or any of its duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

7. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.

8. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA, which DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DFA in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

9. Compliance with Laws

The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. Transparency

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a

court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

11. E-Verification

If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

- (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

12. Independent Contractor Status

The Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the DFA. Nothing contained herein shall be deemed or construed by DFA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DFA for its employees.

13. Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.

14. Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual* available at <http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html>

15. Representation Regarding Contingent Fees

The Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

16. Representation Regarding Gratuities

The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

17. Termination for Convenience

(1) **Termination.** The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part, for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.

(2) **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. Termination for Default

(1) **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the DFA, the Contractor shall take timely, reasonable, and necessary action to

protect and preserve property in the possession of the Contractor in which the DFA has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding liens or claims of former lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the DFA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DFA under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the DFA, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this contract.

19. Stop Work Order

Order to stop work. The DFA, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for b this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:

- (a) cancel the stop work order; or,

- (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this contract.

(2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) *Adjustments of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this contract.

20. Price Adjustment

- (1) *Price Adjustment Methods.* Any adjustment in contract price pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract; or
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) *Submission of Cost or Pricing Data.* The contractor shall provide cost or pricing data for any price adjustments.

21. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DFA and agreed to by the Contractor.

22. Ownership of Documents and Work Papers

The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DFA and

subject to any copyright protections.

23. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

24. Third-Party Action Notification

The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.

25. Notices

All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Trey Howard
President of Operations
1 Superior Dr. PO Box 1249
Kosciusko, MS 39090

For the DFA:

Billy Beard
Staff Officer II, Bureau of Fleet Management
701-A Woolfolk State Office Building, 501 N West St
Jackson, Mississippi 39201

26. Priority

The contract consists of this agreement, the request for proposal 3120000697 (hereinafter "RFP" and attached as Schedule [A]), and the response proposal by Specialty Fuel Services, LLC dated May 20, 2016 (hereinafter "Proposal" and attached as Schedule [B]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Schedules [A] or [B] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. Change in Scope of Work

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of

compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the DFA and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

28. Contractor Personnel

The DFA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

29. Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Contractor.

30. Failure to Enforce

Failure by the DFA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.

31. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

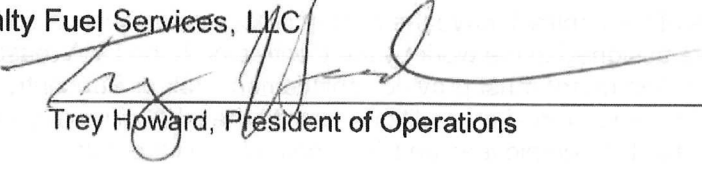
32. Termination Upon Bankruptcy

This contract may be terminated in whole or in part by DFA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

WITNESS our signatures, on the date first written.

Specialty Fuel Services, LLC

By:

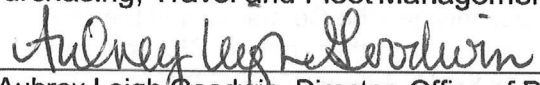

Trey Howard, President of Operations

Date:

8-29-16

Mississippi Department of Finance and Administration
Office of Purchasing, Travel and Fleet Management

By:


Aubrey Leigh Goodwin, Director, Office of Purchasing, Travel and Fleet Management

Date:

8/29/16



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

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

SUBJECT: Request Authorization to reenter into the Gold Level Service Agreement between QT Pod and The City of Starkville for support on the Self-Serve Aviation Credit Card Terminal for a term of one year in the amount of \$1,095.00

AMOUNT & SOURCE OF FUNDING \$1,095.00 AIRPORT ACCOUNT 015-505-600-338

FISCAL NOTE: This Gold Level Service Plan will provide technical support for the Self-Serve Aviation Credit Card Terminal without paying labor charges (\$180.00 per hour) and receive 40% discount on service parts.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: AIRPORT DEPARTMENT**

**DIRECTOR'S
AUTHORIZATION: RODNEY LINCOLN**

FOR MORE INFORMATION CONTACT: RODNEY LINCOLN 418-5900

SUGGESTED MOTION: Move to into the Gold Level Service Agreement between QT Pod and The City of Starkville for support on the Self-Serve Aviation Credit Card Terminal for a term of one year in the amount of \$1,095.00



4909 Nautilus Court North, Suite 109, Boulder, CO 80301

Phone: (303) 444-3590 Fax (303) 444-8736

e-mail: mduncan@qtpod.com

Extended Warranty and Service Policy Program

Site Name: Starkville Bryan Field **PO Number:** none
Address: 120 Airport Road
City: Starkville **State/Province:** MS **Postal Code:** 39759
Site ID: 1814

☒ **Aviation** ☐ **Marina** ☐ **Other**

Model: M3000Pro **Serial Number:** 3000811
Date Installed: 5/27/2008

Policy Type:

Part ID	Part Description	Qty	List
Gold	Gold Service Plan	1	\$1,095.00

Coverage Included:

☐ Business Hours Telephone Support	☒ Free Software Updates
☒ 24/7 Telephone Support	☐ On-Site Technician for Repairs
☐ 25% Discount on Parts	☒ Prepaid Ground Freight
☒ 40% Discount on Parts	☐ Lightning Protection
☐ 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Pod are written contracts between QT Pod and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.



QT Petroleum on Demand - Features Description

Business Hours Support - QT Pod will provide telephone technical support on Monday through Friday from 7:30 AM to 6:00 PM MST, holidays excluded

24/7 Support - QT Pod provides support after-hours and on holidays to customers with GOLD and PLATINUM Service Plans. QT Pod staff will respond to all calls within an hour of the initial call for service. After hours support is intended for emergency situations where you are unable to pump fuel.

Software Upgrades - QT Pod will provide GOLD and PLATINUM customers with software updates and revisions at no charge as they become available (a \$495.00 value). SILVER customers will be charged with the full retail price for software upgrades and revisions.

Parts Replacement - QT Pod parts replacement policy is as follows: SILVER - Customers receive a 25% discount on all parts required to return unit to service. Customer is responsible for installation of parts and pays for both outbound and inbound shipping charges. GOLD - Customers receive a 40% discount on all parts required to return unit to service. QT Pod will pay outbound shipping charges via UPS Ground Service. Customer may be responsible for overnight shipping charges should this method be requested. Customer is responsible for installation of parts and the inbound shipping charges. PLATINUM - Customer will receive on a "parts exchange" basis at no charge. Customer is responsible for installing the new parts and must return the "old" parts within 10 days or is charged the full retail price. Parts replacement will be sent via UPS Ground Service at no charge. Customer may be responsible for overnight shipping charges should this method be requested.

On site Technical Assistance / On Site Repairs - The customer shall be responsible for installing all replacement components and shall return all failed components to QT. Should QT be unable to diagnose and/or repair the terminal within a reasonable time frame, QT will, at its sole discretion, dispatch a technician of its choosing to the Site for those customers covered under the PLATINUM plan. Customer shall not be responsible for labor charges. Customer shall bear the cost of travel expenses. The customer is responsible for any electrical repairs outside the unit caused by electrical failure, lightning, or other power surges. (Note: this service is not available in all areas. Check with your QT Pod sales representative for details.)

Lightning Protection - QT Pod offers PLATINUM PLUS customers a complete hardware replacement if the unit's failure is deemed to be the result of lightning or extreme power surges provided the customer's terminals equipped with a Sandwich Block (SB41) lightning suppressor and Data Line Protector (DLP-200).

Terms of Agreement

As an authorized agent of the above named company, and on behalf of the company, I agree to all the terms and conditions listed on this agreement and further agree to pay the amount specified either in whole or as specified herein. This agreement is 12 months in length and begins on the date QT receives payment and remains in effect for twelve continuous months. This contract is non-cancellable and non-refundable. QT Pod agrees to honor this agreement as written only to the extent as specified in the Terms of Service as listed above. QT Pod is not responsible for any damage to the covered unit or attached equipment resulting from the improper installations of parts by unauthorized technicians. Failure to pay the contract in its entirety will result in collections and legal actions by QT Petroleum on Demand.

Agreed upon this day 12/11/2018 . Between QT Pod and Starkville Bryan Field

QT Pod Representative

Date

12/11/2018

Company Representative

Date



Contact List

Technical Support: For all technical support issues with your self-fueling terminal, or to place an order for private cards, thermal paper or all weather cover.

Telephone: 303-444-3590 Option 3

Toll Free: 888-412-5332 Option 3

Email: techsupport@QTPod.com

**After Hours: Monday – Friday 6:00pm MST – 7:30am MST & Weekends
Option 2 (use same telephone number(s) as above)**

Please send part returns to: QTPod
4909 Nautilus Court North
Suite 109 - Dock #2
Boulder CO 80301

Sales: To purchase a service plan, Multi-Display or new terminal.

Telephone: 303-962-3413

Email: sales@qtpod.com

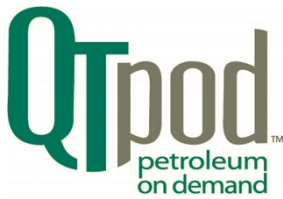
Billing: To pay your bill by credit card or questions regarding an invoice.

Telephone: 303-444-3590 Option 5

Toll Free: 888-412-5332 Option 5

Please send all payments to: QTPod
P.O. Box 13367
Salem OR 97309

Website: QTPod.com



P.O. Box 13367
Salem, Oregon 97309
888.412.5332

Invoice

DATE	ORDER #
12/11/2018	73384
TERMS	DUE DATE
Net 30	1/10/2019

BILL TO
Rodney Lincoln Starkville Bryan Field P.O. Box 1424 Starkville, MS 39760

SHIP TO
Rodney Lincoln Starkville Bryan Field 120 Airport Road Starkville, MS 39759 662-418-5900

P.O. Number

Item	Description	Qty	Rate	Amt
GOLD	Gold Service Agreement	1	\$1,095.00	\$1,095.00
Please send payments to: P.O. Box 13367 Salem, OR 97309 (303) 444-3590 Ext. 5			TOTAL	\$1,095.00
			PAYMENTS	\$0.00
			BALANCE	\$1,095.00

For an exchange or refund equipment must be returned within 45 days of receipt in its original condition and in the original packaging.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 18, 2018
PAGE: Page 1 of 13

SUBJECT:

Discussion and Consideration of an appeal of the denial of the variance request VA 18-12 by the Board of Adjustment and Appeals for relief from front and rear yard setback requirements for proposed duplexes at 314 Louisville Street and 300 Scales Street in an R-2 zone with the property #s 102B-00-051.00 and 102B-00-052.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting a variance to allow for a reduction in the front yard and rear yard setback for proposed duplexes to be constructed on two properties along Louisville and Scales Street. The two lots are being proposed to be subdivided into 5 lots. The request is to reduce the front setback from 25 feet to 10 feet for all proposed lots. The request is also to reduce the rear setback of proposed lot 5 from 35 feet to 15 feet. The applicant attended a Development Review Committee meeting on October 25, 2018. City staff requested that there be no access drives on Louisville St. in order to prevent traffic back-up at the intersection and that the Scales Street entrance be primarily right-in only to alleviate traffic backing up on Scales Street. The Planning and Zoning Commission tabled the conditional use request for duplexes at the November 13, 2018 meeting until December 11, 2018 so that the applicant could attend the Board of Adjustments and Appeals meeting to discuss the variance request. On November 28, 2018 the Board of Adjustment and Appeals denied the request for a variance from setback requirements. On December 4, the applicant emailed a signed letter appealing the decision to the Board of Aldermen (Attachment A). On December 11, 2018, the Planning and Zoning Commission tabled the Conditional Use request until the Board of Aldermen has heard the variance appeal. As of this date, the Planning Office has received one in person visit against the request and one letter against the request (Attachment 4).

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:



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 18-12 Request by Jason Pepper for Variance relief from front yard and rear yard setback for proposed duplexes to be constructed on two properties located at 314 and 300 Scales Street in an R-2 zone with the property #s 102B-00-051.00 and 102B-00-052.00
Date: November 28, 2018

The purpose of this report is to provide information regarding a Variance Request by Jason Pepper for Variance relief from front yard and rear yard setback for proposed duplexes to be constructed on two properties located at 314 and 300 Scales Street in an R-2 zone with the property #s 102B-00-051.00 and 102B-00-052.00. Please see attachments 1- 4.

PROPOSED USE & BACKGROUND:

The applicant is requesting a variance to allow for a reduction in the front yard and rear yard setback for proposed duplexes to be constructed on two properties along Louisville and Scales Street. The two lots are being proposed to be subdivided into 5 lots. The request is to reduce the front setback from 25 feet to 10 feet for all proposed lots. The request is also to reduce the rear setback of proposed lot 5 from 35 feet to 15 feet. The applicant attended a Development Review Committee meeting on October 25, 2018. City staff requested that there be no access drives on Louisville St. in order to prevent traffic back-up at the intersection and that the Scales St. entrance be primarily right-in only to alleviate traffic back up on Scales St. in a westerly direction. The Planning and Zoning Commission tabled the conditional use request for duplexes at the November 13, 2018 meeting so that the applicant could attend the Board of Adjustments and Appeals meeting to discuss the variance request. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the January 1, 2019 meeting.

NOTIFICATION:

28 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on October 15, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received 1 in person visit against the request and 1 letter against the request (see attachment 4).

VARIANCE REQUESTS FROM:

1. Appendix A. Article VII. District Regulations. Sec. D. R-2 zoning regulations

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

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

VARIANCE REQUEST REQUIREMENTS:

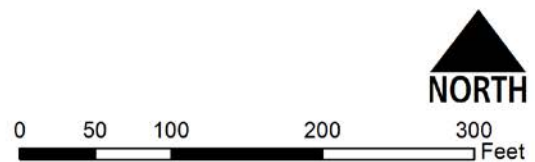
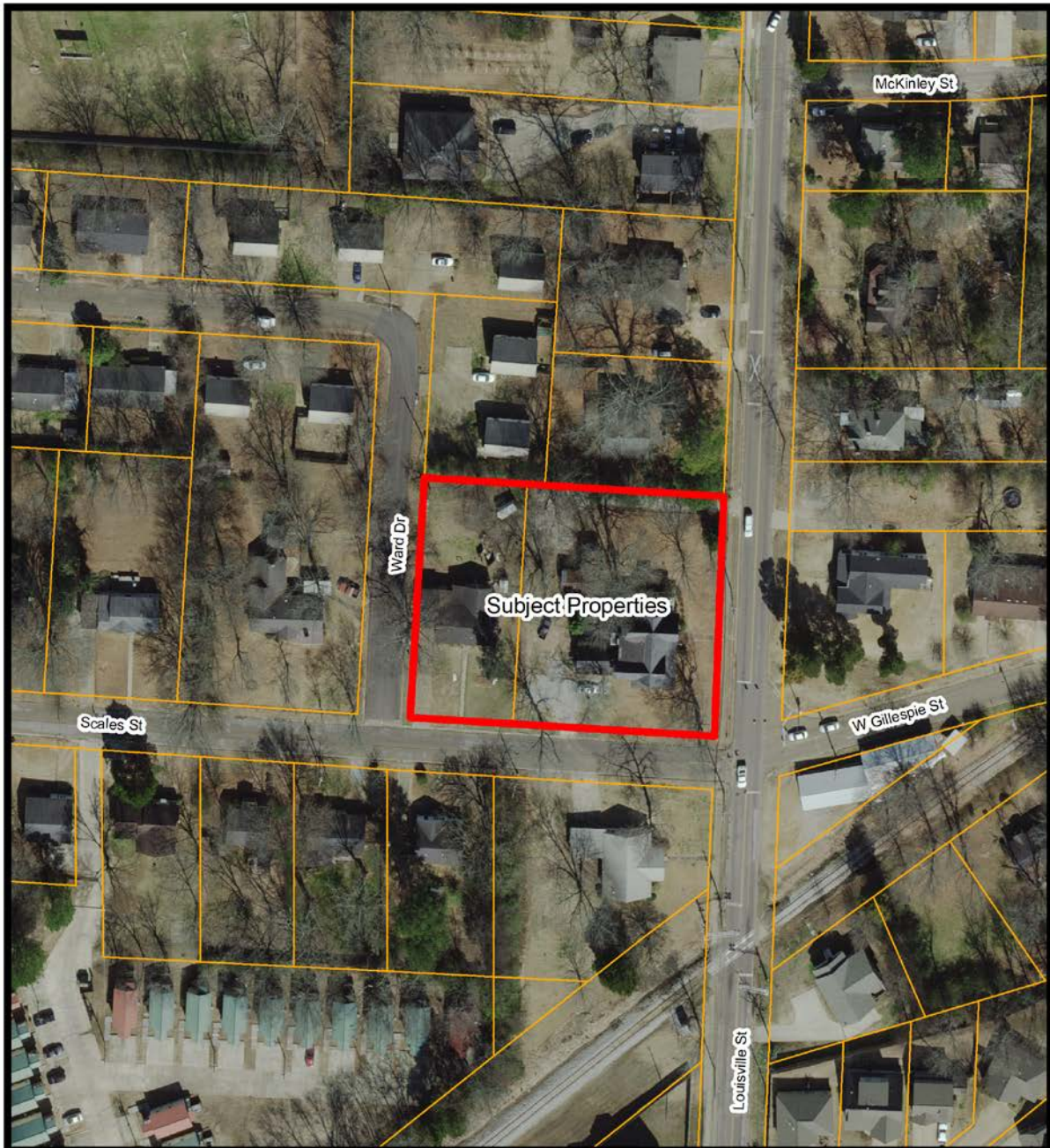
Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

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:

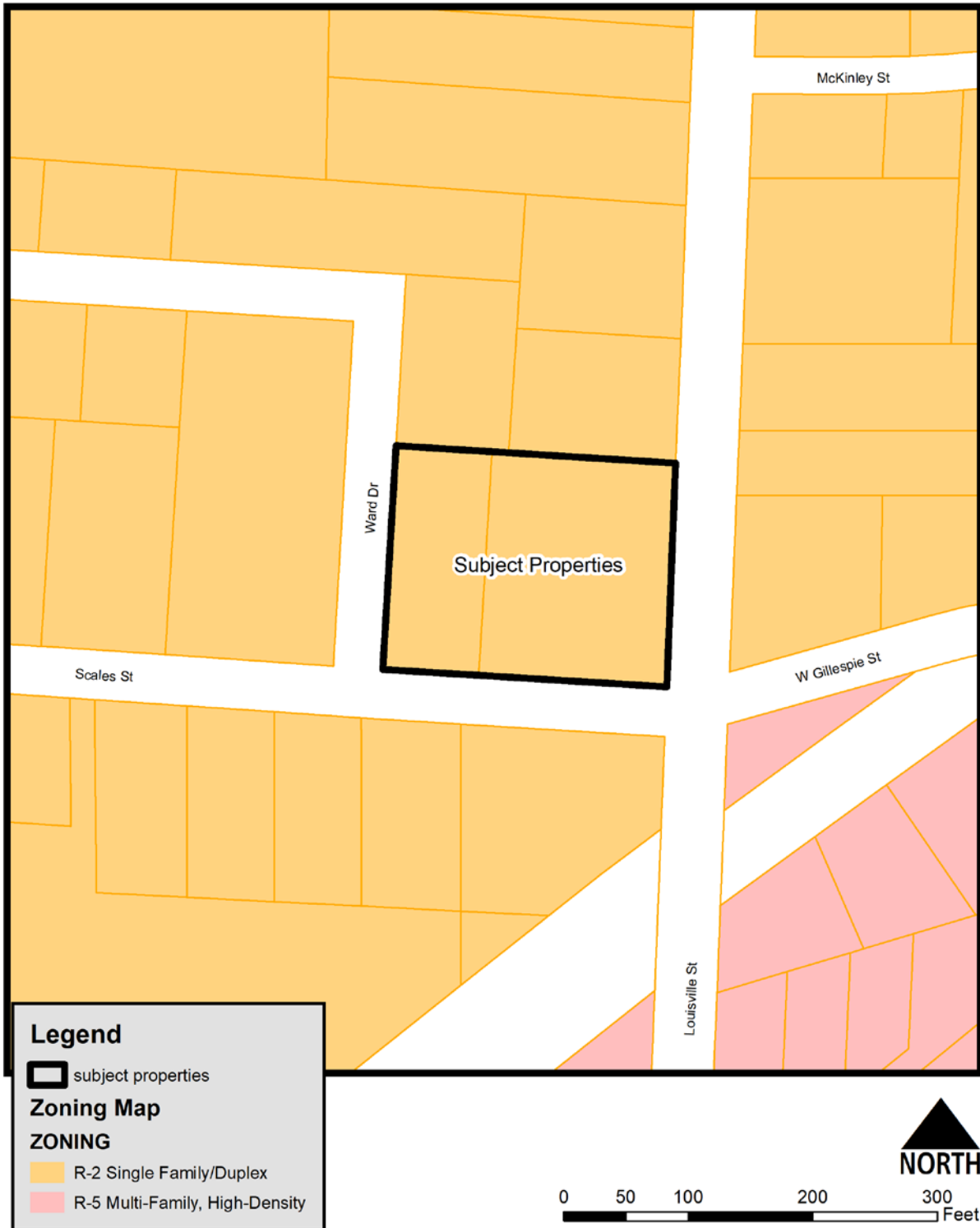
1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive 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 18-12 Aerial



Attachment 2 VA 18-12 Zoning



Attachment 3- Applicant Statement



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

APPLICANT / AGENT INFORMATION

Name: Jason Pepper Phone: (662) 418-5942
Address: 843 Hwy 12 W #180
E-mail address: jasonpepper@peppersurveying.com

PROPERTY OWNER INFORMATION

Name: Fowler Construction, LLC Phone: (662) 832-7256
Address: _____
E-mail address: brent@fowlerconstruction.net

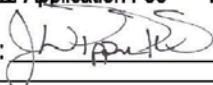
If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: 314 Scales Street/300 Scales Street
Tax Map/Parcel ID Number: 102B-00-051.00/052.00 Zoning: R-2
Variance Sought: See Attachment
Dimension Requested: See Attachment Dimension Required: See Attachment
Section(s) of the Code of Ordinances from which variance is being sought:
See Attachment
Reason for request:
See Attachment

Property to the NORTH: Zoning R-2 Current Use Residential/Rental
Property to the EAST: Zoning R-2 Current Use Residential/Rental
Property to the SOUTH: Zoning R-2 Current Use Residential/Rental/Owner Occupied
Property to the WEST: Zoning R-2 Current Use Residential/Rental

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

Submitted by:  Date: 10/29/2018

Variance Sought: Reduction of Front Yard Minimum Depth from 25 feet to 10 feet on all lots.
 Reduction of Rear Yard Minimum Depth from 35 feet to 15 feet on Lot 5 only.

Section of Code of Ordinances from which variance is being sought:

ARTICLE VII. - DISTRICT REGULATIONS

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

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

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

(a) Minimum lot area: 7,500 square feet.

(b) Minimum lot width at the building line: 60 feet.

(c) Minimum depth of front yard: 25 feet.

(d) Minimum depth of rear yard: 35 feet.

(e) Minimum width of each side yard: 7½ feet.

(f) Maximum height of structure: 45 feet

Reason for Request:

In order to not have driveway connections for each lot, nor a driveway connection onto Louisville Street (as requested by City Staff), a request is being made to reduce certain setbacks so parking can be placed in the rear of the proposed buildings and the driveway connection be placed on Scales Street.



Attachment 4- Letter Against *Starkville Central Neighborhood Foundation*

Encouraging people to live, work & play in Starkville's historic neighborhoods.

November 19, 2018

City of Starkville Board of Adjustments and Appeals Members
110 W. Main Street
Starkville, MS 39759

Dear Starkville Board of Adjustments and Appeals Members,

The Starkville Central Neighborhood Foundation (SCNF) is a membership-based organization that was founded in 2004 and promotes, supports, and engages in the improvement and preservation of Starkville's traditional neighborhoods. Specifically, the SCNF is concerned with the historic homes and neighborhoods of central Starkville, including the Greensboro, Overstreet, Downtown, and Nash Street National Register Districts.

On behalf of the SCNF Board of Directors, I am writing to express our opposition to the variance request associated with the parcels located at 314 Louisville Street and 300 Scales Street (VA 18-12). The SCNF feels that it is extremely important that new development in our traditional neighborhoods add to the fabric and character of the existing neighborhoods and not detract from the area.

Unfortunately, based on the proposed site plan (*see attachment 1*) and associated variances, the resulting development would allow for a development pattern and style that is out of context for the area and injurious to the neighborhood. Specifically, the reduction of the front yard setback from 25 feet to 10 feet on all lots would result in a pattern that is inconsistent with all existing buildings along Louisville and Scales Street. The average setbacks for buildings along Louisville and Gillespie/Scales Street is approximately 35 feet. Allowing for buildings (especially buildings of the proposed size) to have a minimum setback of only 10 feet would be extremely out of context for the area (*see attachment 2*).

In addition to resulting in a development pattern that is out of context for the neighborhood, we believe that this variance application does not meet the standards for considering a variance as outlined in the City of Starkville's Code of Ordinance. Specifically:

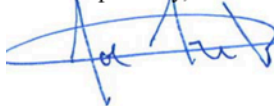
1. *Existence of special conditions or circumstances.* There are **no** special conditions or circumstances related to the land, buildings or structure;
2. *Conditions not created by applicant.* The conditions for the variance request is a result of the applicants' decision to locate five (5) duplex buildings on the site; and
3. *Hardship conditions exist.* **No hardship exists for the variance** and literal interpretation of the provisions of the land development regulations would not deprive the applicant of rights enjoyed by other properties in similar zoning district.

Finally, the granting of this variance to reduce the front yard setback would set a precedent and open the door to other property owners within the area to request similar variances. This would have the effect of damaging the historic character that exists in the neighborhood.

We respectfully ask that you deny this variance request due to the fact that it does not meet the standards for considering a variance and to ensure that we do not allow a development pattern and style that is out of context for the area.

Thank you for your consideration regarding this extremely important matter.

Respectfully,



Joseph N. Fratesi
President



Aerial photograph of a residential area. A red line runs horizontally across the middle of the image, indicating the average setbacks of existing homes. The line is labeled "Average setbacks of existing homes" on the left and "Average setbacks of existing homes of" on the right. The area is divided into several lots, with some labeled "WARD DRIVE Dr" and "SCALES STREET". The image shows houses, trees, and a road.

FOWLER CONSTRUCTION, INC.

930 EBENEZER BLVD, STE B

MADISON, MS 39110

769-300-8322

December 4, 2018

City of Starkville

Attn: Daniel Havelin, City Planner

110 W. Main Street

Starkville, MS 39759

Via: d.havelin@cityofstarkville.org

Dear Mr. Havelin:

I, Jay Fowler with Fowler Construction, Inc. and Louisville Street, LLC, would like to appeal the decision of the Board of Adjustment and Appeals on November 28th, 2018, as it pertains to the requested setback variances for the property on Louisville and Scales Street. Please let me know which Board of Alderman meeting the appeal will be heard.

Respectfully,



Jay Fowler



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 12/18/18
PAGE: 1

SUBJECT: Consideration of approval of additional local matching funds totaling \$4,724.40 for the Appalachian Regional Commission (ARC) Mill Street Improvement Project.

AMOUNT & SOURCE OF FUNDING - \$269,055 ARC (80%); \$67,264 City (20%) *Original Grant Award*
\$31,575 ARC (80%); \$7,894 City (20%) *Additional Funding Request*
\$18,894 ARC (80%); \$4,724.40 (20%) *Additional Funding Request*

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Engineering Department & Phylis Benson, GTPDD

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp; Phylis Benson, Golden Triangle PDD

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL THAT THE CITY OF STARKVILLE COMMITS REQUIRED 20% MATCHING FUNDS IN THE AMOUNT OF \$4,724.40 TO BE DERIVED FROM CITY OF STARKVILLE CAPITAL IMPROVEMENT BOND FUNDS TO LEVERAGE SAID ARC FUNDS FOR THE PROPOSED CHANGE ORDER NUMBER ONE OF THE ARC AREA DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS PROJECT WHICH WILL RE-CONSTRUCT THE MILL STREET ACCESS ROAD.”

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required 20% match of \$4,724.40 to be derived from City of Starkville Capital Improvement Bond funds, to leverage said additional ARC funds in the amount of \$18,894 for the proposed Change Order #1 (\$23,618.40) of the ARC area development infrastructure improvements project which will re-construct an access road (Mill Street) and upgrade storm water drainage pipes and inlets.

SO ORDERED, THIS 18TH DAY OF DECEMBER 2018, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

D. Lynn Spruill, Mayor

ATTEST: _____
Lesa Hardin, City Clerk

(SEAL)



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 12.18.18
PAGE: 1

SUBJECT: Consideration of an access management policy for the City of Starkville

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

This proposed policy will address vehicular access to city streets and outline specific design parameters to encourage safer and more efficient transportation corridors throughout the City.

A presentation of the benefits of access management and specifics of the policy will be provided at the Board meeting and work session.

Attached is also a copy of the MDOT Access management policy which is referenced in the draft version of this policy.

SUGGESTED MOTION:

Mississippi Department of Transportation ACCESS MANAGEMENT MANUAL

Version 2.0



Revised February 2012

2010 © by Mississippi Department of Transportation all rights reserved

BLANK PAGE INSERTED HERE

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7249 / FAX (601) 359-7050 / www.GoMDOT.com

ACCESS MANAGEMENT MANUAL REVISION APPROVAL

I hereby approve of the revisions to the Mississippi Department of Transportation's Access Management Manual found herein.

Approval: 
MDOT Deputy Executive Director/Chief Engineer

Date: 2-15-12



BLANK PAGE INSERTED HERE

Table of Contents

Table of Contents	1
Section 1 – Introduction	2
BACKGROUND	2
PURPOSE	2
BUSINESS IMPACTS.....	4
DEFINITIONS.....	4
Section 2 – Roadway Classifications	7
TYPE 1 – FREEWAY	7
TYPE 2 – PARTIALLY CONTROLLED ACCESS HIGHWAY.....	7
TYPE 3 – CONVENTIONAL HIGHWAY	8
Section 3 – Levels of Access	9
TYPE 1 – FREEWAY	9
TYPE 2 – PARTIALLY CONTROLLED ACCESS HIGHWAYS	12
TYPE 3 – CONVENTIONAL HIGHWAYS	13
FRONTAGE ROADS	15
Section 4 – Geometric Requirements.....	16
ACCESS DESIGN - GENERAL.....	16
MAJOR INTERSECTIONS.....	16
CORNER CLEARANCES.....	16
THROAT LENGTH DISTANCES	17
SIGHT DISTANCE REQUIREMENTS.....	18
Section 5 – Median Policy	19
MEDIAN PLACEMENT.....	19
MEDIAN OPENINGS PRIORITY	20
MEDIAN OPENING PLACEMENT	20
MEDIAN GEOMETRIC DESIGN	22
Section 6 – General Requirements.....	23
DOUBLE FRONTAGE LOTS.....	23
JOINT DRIVEWAY USAGE	23
LOCAL COORDINATION.....	23
Section 7 – Traffic Impact Analysis	24
Section 8 – Administrative Procedures.....	26
APPLICATIONS.....	26
APPEALS.....	26
MAINTENANCE & PERMIT TRANSFER.....	26
APPENDIX 1 – LEVELS OF ACCESS	27
APPENDIX 2 – MINIMUM CONNECTION SPACING	28
APPENDIX 3 – LAND USE SIZE THRESHOLDS FOR 50 PEAK HOUR TRIPS	29
APPENDIX 4 – DRIVEWAY ACCESS REVIEW CHECKLIST	30
REFERENCES.....	31

Section 1 – Introduction

BACKGROUND

Access management is the systematic control of the location, spacing, design and operation of driveways, median openings, interchanges and street connections to a roadway.⁽¹⁾ Access management standards are in place to:

- Maintain the overall safety of the transportation system;
- Minimize congestion;
- Minimize crashes;
- Provide for efficient traffic flow;
- Preserve existing system capacity;
- Provide for pedestrian safety;
- Maintain roadway aesthetics; and
- Provide appropriate access to adjacent business properties.

Access management techniques are relatively straightforward and based on established traffic engineering and roadway design principles. They involve: (1) limiting the number of conflict points; (2) separating conflict points; (3) reducing acceleration and deceleration impacts at access points; (4) removing turning vehicles from through travel lanes; (5) spacing major intersections uniformly to facilitate progressive travel speeds along arterials; and (6) providing adequate site storage. Table 1 provides a summary of beneficial effects that access management techniques can have on highway systems.

It is important to remember that access management is the process of balancing the competing needs of traffic movement and land access. Driveways add to the number of conflict points along a roadway and increased conflicts lead to increased crash rates and poor roadway operations. This access management policy limits the number of conflict points and is designed to minimize speed differentials between through and turning vehicles.

PURPOSE

The primary purpose of Mississippi's access management policy is to allow access to land development in a manner that preserves the safety and efficiency of the state transportation system. Mississippi's access management program includes the following:

1. A roadway classification system based upon functional criteria;
2. Defining allowable levels of access for each roadway classification, including criteria for signal spacing;
3. Geometric design criteria and traffic engineering analysis; and
4. Adopting appropriate regulations and administrative procedures.

This manual constitutes the Mississippi Department of Transportation's policy for access management and procedures for coordinated development between state highways and the abutting properties which they serve. The manual provides clarification of the Department's administrative procedures and standards as contained in Rule No. 941-7501-04002 Right of Way Encroachment Permits; Rule No. 941-7501-04013 Driveway and Street Connections, Median Openings, Frontage Roads; and Rule No. 941-7501-03001 Processing of Permit Applications.

Table 1
Summary of Research on the Effects of Access Management Techniques ⁽¹⁾⁽²⁾

Treatment	Effects
1. Add a continuous two-way left turn lane (TWLTL)	A. 35% reduction in total crashes B. 30% decrease in delay C. 30% increase in capacity
2. Add nontraversable median	A. >55% reduction in total accidents B. >30% decrease in delay C. >30% increase in capacity
3. Replace TWLTL with a nontraversable median	A. 15%-57% reduction in crashes on 4-lane roads B. 25%-50% reduction in crashes on 6-lane roads
4. Add a left-turn bay	A. 25-50% reduction in crashes for a 4-lane road B. up to 75% reduction in total crashes at unsignalized intersections C. 25% increase in capacity
5. Type of left-turn improvement: (a) painted (b) separator or raised divider	A. 32% reduction in total crashes B. 67% reduction in total crashes
6. Add a right-turn bay	A. 20% reduction in total crashes B. Limit interference with platooned traffic, increased capacity
7. Increase driveway speed from 5 mph	A. 50% reduction in delay per maneuver; less exposure time to following vehicles
8. Visual cues (e.g. signs) at driveways and driveway illumination	A. 42% reduction in crashes
9. Prohibition of on-street parking	A. 30% increase in traffic flow B. 20-40% reduction in crashes
10. Long signal spacing (1/2 mile) with limited access	A. 42% reduction in travel time B. 59% reduction in delay C. 57800 gallons of fuel saved per mile per year

BUSINESS IMPACTS

Applying access management techniques during the planning and development of site and road projects can help businesses, even those operating on existing corridors, in numerous ways. Some of the benefits and advantages businesses experience due to good access management include:

- Reduced road delays and improved speeds which will preserve and potentially expand the market area of businesses in the corridor;
- Expanded site area parking due to multiple businesses sharing access and driveways;
- Improved business community image by landscaping and other site amenities with installation of medians; and
- Easier internal circulation between businesses by construction of internal connections.

The construction of a landscaped median improves the visual appearance of a corridor and may assist in attracting new investments. In fact, access management projects have often had positive impacts on property values. Studies in Texas, Minnesota, Iowa, and Florida have documented either stable or increased land values for corridors after construction of access control management projects.

Where medians are constructed or median openings are closed, studies have reported relatively little effect on the number of customers making left turns into a business on congested roadways or during peak travel periods due to high volumes of opposing traffic. Other studies have reported where direct left-turns are prohibited many motorists will change their driving or shopping patterns to continue patronizing specific businesses.

An important aspect of minimizing the impact of access management projects and medians is to maintain open access to businesses during the construction phase. Potential actions to mitigate construction impacts include:

- Clearly sign business entrances from the roadway;
- Provide temporary and/or secondary business access points, where feasible;
- Schedule construction during after-business hours or during times of low usage for seasonally-oriented businesses;
- Avoid blocking business entrances with construction equipment or construction barriers;
- Provide alternative parking, if possible and avoid taking or blocking parking spaces;
- Establish a single point of contact in the agency about the construction project to communicate with property and business owners; and
- Provide regular project progress reports to business and property owners.

DEFINITIONS

For purposes of this manual, the following definitions will apply. Words, terms, and phrases that are not explicitly defined herein will have their commonly accepted meaning.

- **Access** – A public or private roadway used to enter or leave a public highway from adjacent land using an on-road motor vehicle. An access may be a driveway or a street.
- **Access Point** – The intersection of an existing or proposed access (public or private) with the state's public right of way.

- *AADT* – Average annual daily traffic volume – The total two-way yearly traffic volume on a section of roadway, divided by 365; often referred to as the average daily traffic (ADT).
- *Applicant* – The person or entity applying for a driveway permit.
- *Commercial Driveway* – A driveway serving any land use other than single family (or duplex) residential or farming.
- *Commission* – The Mississippi Transportation Commission.
- *Corner Clearance* – The minimum distance, measured parallel to a highway, between the nearest curb, pavement or shoulder line of an intersecting public way and the nearest edge of a driveway or public street, excluding its radii.
- *Department* – The Mississippi Department of Transportation, sometimes referred to as MDOT.
- *Directional Median Opening* – An opening in a restrictive median which provides for U-turns and/or left-turn ingress or egress movements.
- *Full Median Opening* – An opening in a restrictive median that allows all turning and through movements to be made.
- *Fully Developed (Type of Area)* – The land use adjacent to the roadway is less than 10% vacant.
- *ITE* – Institute of Transportation Engineers.
- *ITE Trip Generation Manual* – Indicates the latest edition of [Trip Generation: An ITE Informational Report](#), Institute of Transportation Engineers.
- *Joint Driveway* – A single access point connecting two or more contiguous sites to a public roadway that serves more than one property or development, including those in different ownership or in which access rights are provided in legal descriptions.
- *Level of Service (LOS)* – Defines the carrying capacity of a roadway or intersection, as defined further in the Highway Capacity Manual (Transportation Research Board).
- *Major Intersection* – A public road or private driveway intersection with a state highway exhibiting one or more of the following characteristics: 1) traffic volumes meeting or exceeding MUTCD warrants for signalization; 2) minor approach volumes exceeding (or projected to exceed within five years) 3,000 AADT or 300 peak hour trips; or 3) designation by the State Traffic Engineer (or designee) as a major intersection based on other factors – e.g., adjacent land uses, anticipated safety issues, future growth forecasts, relationship to other planned improvement projects (public or private).
- *MDOT* – The Mississippi Department of Transportation.

- *Median* – The portion of a divided highway separating the traveled ways for traffic in opposing directions.
- *Median Opening Spacing* – The spacing between openings in a restrictive median that allow for crossing the opposing traffic to access property or U-turns. The distance is measured from centerline to centerline of the openings.
- *MPO* – Metropolitan Planning Organization.
- *MUTCD* – Manual on Uniform Traffic Control Devices.
- *Non-Commercial Driveway* – A driveway serving single family (or duplex) residential or farming land uses.
- *Planned Development* – Development that is intended to be subdivided into multiple parcels, with or without multiple business owners.
- *Posted Speed* – The speed limit set and maintained by MDOT.
- *Queuing Analysis* – Mathematical evaluation of a waiting line (queue) of vehicles on a yield-, stop- or signal-controlled approach to an intersection. The analysis involves application of manual and/or computer-simulation methods to estimate a queue's length during a given period (normally the peak hour). Queues longer than the available storage length can cause operational or safety problems.
- *Roadway Design Manual* – Indicates the latest edition of MDOT's Roadway Design Manual.
- *Rural Area* – Area where the land use adjacent to the roadway is more than 70% vacant with no expectations of becoming an Urbanized Area in the next 20 years.
- *SOP* – Standard Operating Procedures.
- *Suburban/Urban Area* – Area where the land use adjacent to the roadway is between 10% and 70% vacant.
- *Transitioning Urbanized Areas* – The area between the existing Urbanized Area boundary and the future projected urbanized boundaries anticipated within the next 20 years as established by the MPO and the MDOT.
- *Urban Area* – A U.S. Bureau of Census designated area as defined and shown on maps as published by the Department or areas which are urbanized due to significant adjacent development. Development may be either residences or businesses that are located on either or both sides of the highway and which average 200 feet or less apart for a distance of not less than 1320 feet measured along the highway.
- *Urbanized Area* – A U.S. Bureau of Census designated city and surrounding area with a population greater than 50,000.

Section 2 – Roadway Classifications

Under this section of the manual, the roadway classification system for the Mississippi Department of Transportation's roadway system will be defined. The roadway classification system is consistent with the definitions as contained in Rule No. 941-7501-04002 Right of Way Encroachment Permits. However, Type 3 - Conventional Highways have been subcategorized in order to reflect the effects of speed and the abutting land (urban versus rural development) on safety and operations. The minimum design standards for the number and locations of the connections, median type and openings, turn lane requirements, and traffic signal location and distance will all be affected by speed and existing land use development. Listed below are the definitions of the roadway classification types of highways.

TYPE 1 – FREEWAY

A freeway is defined as a highway or section thereof with full control of access which has been designated as such by order of the Commission. On freeways, no property abutting the through traffic lanes is permitted access except at interchanges constructed at intersecting streets and highways. Frontage roads may be constructed on fully controlled access highways and, where constructed, vehicular access from the abutting property to the frontage road will normally be permitted. The frontage road will then carry such traffic to a cross road or street with an intersection for entry into the through traffic lanes. Pedestrians crossing on controlled access highways are not permitted. Utility lines may be located on the right of way of fully controlled access highways when such location conforms with the requirements of the Department's Rules. Freeways may be developed by stage construction.

TYPE 2 – PARTIALLY CONTROLLED ACCESS HIGHWAY

1. Highways or sections thereof designated by the Commission as TYPE 2A may have frontage roads constructed on one or both sides of the highway. Right of way may be provided for future construction of frontage roads on one or both sides of the highway. Until such frontage road or roads are constructed, vehicular access from abutting property directly to and from through traffic lanes may be permitted in the same manner as for conventional highways unless the right of access was purchased with the right of way. Upon construction of the frontage roads, vehicular access from abutting property shall be permitted into the frontage road only and then is brought into the traffic lanes over intersecting streets or highways or over approved connections of the frontage road with the through traffic lanes. The right of way of TYPE 2A highways may be used for the construction and maintenance of utility lines and other approved installations in accordance with the Department's Rules.
2. On highways or sections thereof designated by the Commission as TYPE 2B, vehicular travel from and to the through traffic lanes is permitted only at established entrances and exits. The abutter's access rights between such entrances and exits have been or are to be purchased with the right of way. Right of way purchased for access control from the abutting property may be used for the construction and maintenance of utility lines; however, such construction and maintenance must be accomplished without vehicular travel from and to the through traffic lanes or ramps and must comply with the Department's Rules.

TYPE 3 – CONVENTIONAL HIGHWAY

A conventional highway is a highway consisting of two (2) traffic lanes or divided highways with two (2) or more lanes in each direction without frontage roads on either side, and which has not been designated by the Commission as either Freeways or Partially Controlled Access Highways. On conventional highways, vehicular ingress and egress from abutting property directly to and from the through traffic lanes is permitted, except that direct access may be restricted for safety and / or as indicated in the Access Management Manual and the Department's Rules. The right of way of conventional highways may be used for the construction and maintenance of utility lines and other approved installations in accordance with the Department's Rules.

For determining levels of access and minimum standards such as driveway spacing, conventional highways are subcategorized by speed and area type (rural versus urban).

NOTE: Levels of access for Type 2 and Type 3 highways are outlined in Section 3 and Appendix 1 & 2.

Section 3 – Levels of Access

TYPE 1 – FREEWAY

For Type 1 – Freeways in urbanized areas, the minimum interchange spacing should not be less than 1 mile. Minimum spacing in urbanized areas between interchanges is necessary for drivers to have sufficient time to make lane changes for entering or exiting the freeway. For suburban areas minimum freeway interchange spacing provides for good route signing and for grade separations of the local road system. Minimum spacing for rural freeway interchanges on the Interstate System should not be less than 3 miles apart or 2 miles apart for non-Interstate facilities. Greater separation of interchanges for transitioning urbanized areas and rural areas may be desirable. Greater separation allows additional interchanges to be constructed as rural areas become urbanized.

A summary of the minimum interchange spacing is shown in Table 2.

Table 2 – Minimum Interchange Spacing ⁽¹⁾

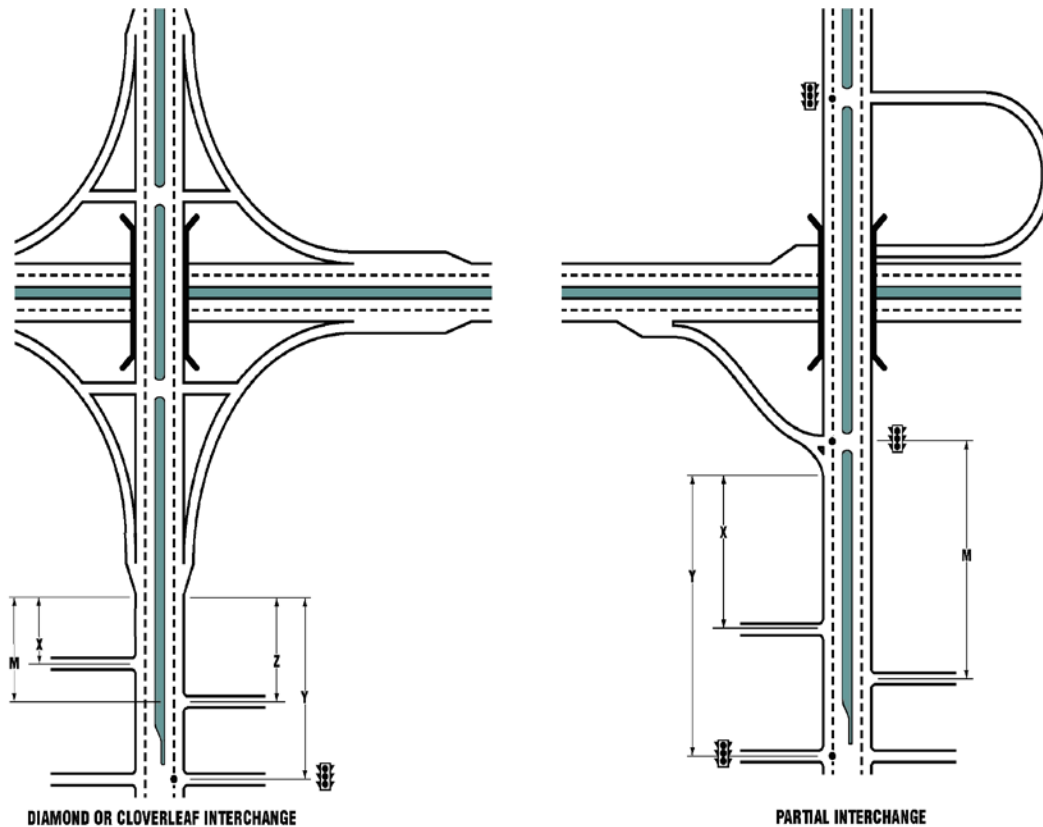
Segment Location / Type	Interchange Spacing Minimums
1. Urban / Interstate	1 MILE*
2. Urban / Non-Interstate	1 MILE*
3. Rural / Interstate	3 MILES
4. Rural / Non-Interstate	2 MILES

* In urban areas, spacing of less than 1 mile may be developed by grade-separated ramps or by C-D roads, provided that a capacity analysis results in an acceptable LOS.

Crossroad Access Spacing at Interchanges:

Minimum access spacing on crossroads for freeway interchange areas is critical for avoiding traffic backups and providing safe maneuvering distances for turning and weaving vehicles to enter the appropriate lanes. Shown in Tables 3 and 4 are minimum spacing requirements. If the proposed distances are less than the minimum spacing then a written justification demonstrating why the recommended distances cannot be met shall be submitted to the appropriate MDOT District Engineer (or designee) for approval or disapproval as an exception.

Table 3
Minimum Spacing for Freeway Interchange Areas with Multilane Crossroads ⁽¹⁾⁽³⁾



Minimum Spacing Dimension

TYPE OF AREA	X	Y	Z	M
Fully Developed Area	880'	1760'	880'	880'
Suburban/Urban	880'	1760'	1760'	1760'
Rural	880'	1760'	1760'	1760'

X = Distance from taper to first approach on the right; right in / right out only. Additional driveways located downstream from the first approach must be separated based on the distance requirements as specified in Table 6.

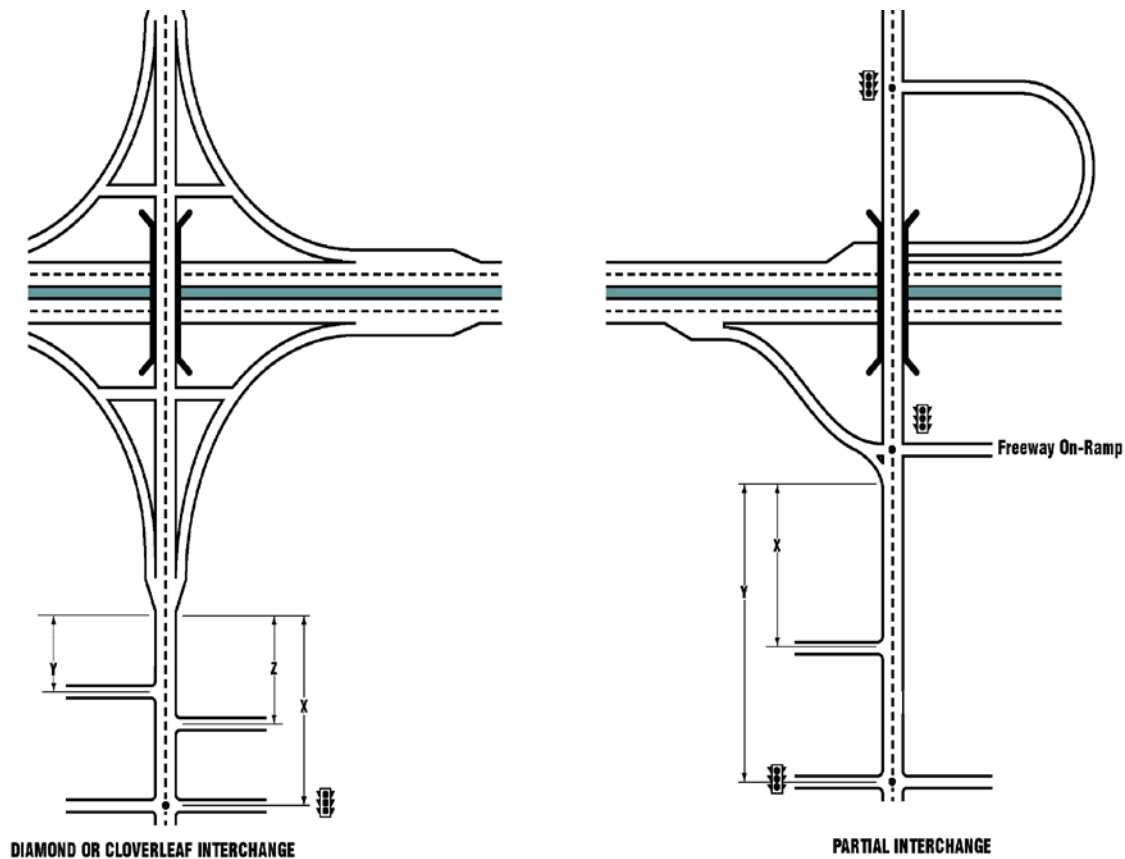
Y = Distance to first major intersection. No four-legged intersections may be placed between ramp terminals and the first major intersection.

Z = Distance between the last access connection and the start of the taper for the on-ramp.

M = Distance to first possible directional median opening, provided the LOS for the weave, merge, and queue are acceptable. M applies to the tip of the taper closest to the crossover. No full median openings are allowed in nontraversable medians up to the first major intersection.

Free-flow ramps are generally discouraged in fully developed urban areas and are questionable in suburban/urban areas because pedestrian and bicycle movements are difficult. For high speed free flow ramps, higher minimum spacing dimensions may be required.

Table 4
Minimum Spacing for Freeway Interchange Areas with Two-Lane Crossroads ⁽¹⁾⁽³⁾



Minimum Spacing Dimension

TYPE OF AREA	X OR Z	Y
Fully Developed Area	880'	1760'
Suburban/Urban	880'	1760'
Rural	880'	1760'

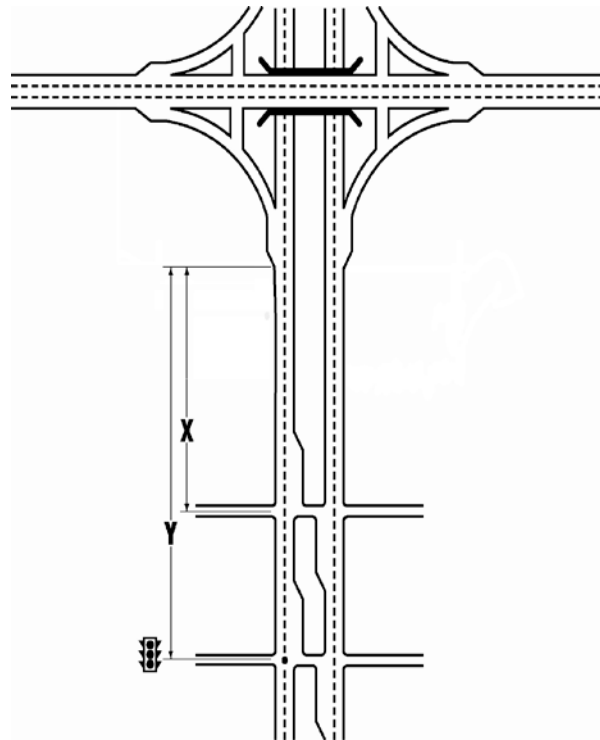
X or Z = Distance to first access connection from the taper of the off-ramp or on-ramp. This dimension provides for either X or Z. However, X and Z should not be the same distance in order to avoid the creation of a four-legged intersection. Additional driveways located between the first access connection and the first major intersection must be separated based on the distance requirements as specified in Table 6.

Y = Distance to first major intersection. No four legged intersections may be placed between ramp terminals and the first major intersection. Y applies to the tip of the taper closest to the crossover.

TYPE 2 – PARTIALLY CONTROLLED ACCESS HIGHWAYS

For Type 2 – Partially Controlled Access Highways, the minimum spacing for signalized intersections is 1/3 mile for urban areas and 2/3 mile spacing for rural areas. Median opening spacing requirements are defined in Section 5 - Median Policy. Minimum median opening spacing requirements on Type 2B Highways for interchange areas are shown in Table 5. The Type 2B Highway interchange area may include Type 1, 2, or 3 facilities.

Table 5
Minimum Access Spacing on Type 2B Highways for Interchange Areas



Minimum Spacing Dimension

TYPE OF AREA	X	Y
Fully Developed Urban	1760'	1760'
Suburban/Urban	1760'	1760'
Rural	1760'	3520'

X = Distance from taper to first approach on the right; right in / right out only or the first possible directional median opening provided the LOS for the weave, merge, and queue are acceptable.

Y = Distance to first major intersection. No four-legged intersections may be placed between ramp terminals and the first major intersection.

Free-flow ramps are generally discouraged in fully developed urban areas and are questionable in suburban/urban areas because pedestrian and bicycle movements are difficult. For high speed free flow ramps, higher minimum spacing dimensions may be required.

TYPE 3 – CONVENTIONAL HIGHWAYS

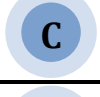
Signalized Intersection Spacing

For Type 3 – Conventional Highways, the minimum spacing for signalized intersections will be 1/3 mile for urban areas and 2/3 mile for rural areas. Distances between signals should not vary by more than 10% in order that good progression of traffic may be maintained in both directions.

Driveway Spacing - General

The minimum spacing for driveways will be as shown in Table 6 and as further described in the following sections. Spacing between driveways is measured from near edge to near edge of adjacent driveways as shown in Figure 1.

Table 6
Minimum Connection Spacing for Driveways on Type 3 Highways

			POSTED SPEED	SPACING DISTANCE
COMMERCIAL DRIVEWAY		>50 PEAK HOUR TRIPS AND ≥2000 AADT	≤30mph	185'
			35mph	245'
			40mph	300'
			45mph	350'
			≥50mph	425'
		≤50 PEAK HOUR TRIPS OR <2000 AADT	NA	100'
NON-COMMERCIAL DRIVEWAY		≥2000 AADT	NA	50'
		<2000 AADT	NA	25'

NOTE: The above criteria are also summarized in Appendix 2.

The criteria in Table 6 apply to individual sites with multiple driveways to a highway, and also govern the allowable spacing between driveways located on adjacent properties. Exceptions to the minimum connection spacing may be approved for the following conditions if it is determined that MDOT does not want to purchase the right-of-way.

1. As a result of an MDOT action such as construction modifications the property would become land-locked.
2. Exception is necessary in order to replace reasonable access that may be lost due to MDOT highway reconstruction or modification.

On undivided highways, access points on opposite sides of the road should be aligned. Where this is not possible, driveways should be offset by at least 150 feet (distance between nearest edges) where two minor traffic generators are involved, or by at least 300 feet where at least one driveway will serve a site generating more than 50 peak hour trips.

All driveways serving properties other than single-family/duplex residential or farming are considered commercial.

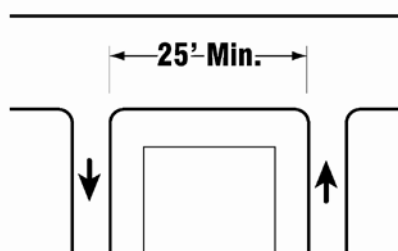
Commercial Driveway Spacing

Table 6 - Section A lists the minimum spacing between commercial driveways for sites along highways with greater than 2,000 AADT that generate greater than 50 total trips during the peak hour based on the most recent edition of the ITE Trip Generation Manual. Appendix 3 provides examples of facilities generating greater than 50 trips.

For commercial driveways located on highways with less than 2,000 AADT or generating 50 trips or less during the peak hour, the minimum driveway spacing may be reduced to 100 feet as shown in Table 6 - Section B. The 2,000 AADT should be measured based on traffic forecasts for the design year of the proposed development or project.

The State Traffic Engineer may allow two one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance (measured from near edge to near edge) of 25 feet. (See Figure 1.) Islands having a minimum length of 25 feet measured parallel to the highway must be built between the closely spaced driveways to form definite entrances and exits to the degree needed to channelize traffic and prevent paving of the entire frontage, thereby eliminating parking on the highway right of way directly in front of the business places and immediately adjacent to the roadway. The maximum width of a one-way entrance driveway will be 16 feet. Maximum widths for one-way exit driveways will be 16 feet for single-lane exits and 30 feet for two-lane exits.

Figure 1
Minimum Distance Between Adjacent One-Way Commercial Driveways



Non-Commercial Driveway Spacing

For non-commercial driveways located along Type 3 highways with 2,000 AADT or greater, the minimum connection spacing will be 50 feet. However, where traffic volumes are less than 2,000 AADT, the minimum driveway spacing may be reduced to 25 feet. These distances are shown in Table 6 - Sections C & D.

Where the minimum permitted non-commercial driveway spacing is 25 feet, the driveways shall be so located within the applicant's frontage that the flared portion or curb return adjacent to the traveled way will not encroach on adjacent frontage. A minimum distance of 12½ feet should be reserved between the driveway and boundary property line so as to preserve a 25 foot neutral area between non-commercial driveways.

Joint Use Driveways

Applications for joint use driveways (two adjacent property owners using the same driveway) or for driveways with less than the required 25 foot neutral area between non-commercial driveways will be reviewed for approval on a case by case basis. However, in all such applications, the applicant must provide acceptable documentation from the adjacent (sharing) property owner confirming his/her agreement to the joint usage. (In most cases, a notarized letter would be considered acceptable documentation.)

Planned Developments

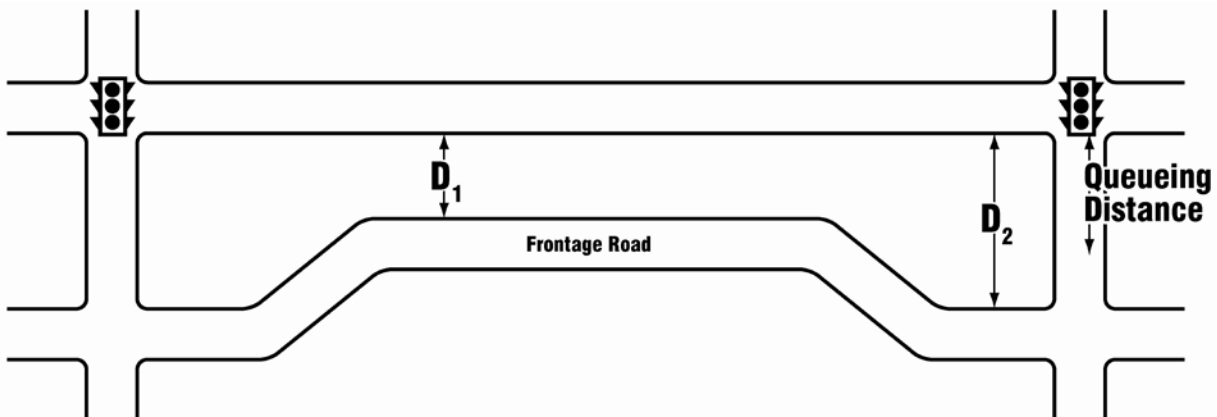
Master, planned developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development/business enterprise and will be subject to the guidelines within this Manual as such. Master developers of planned developments should apply for a driveway permit in the early stages of development so that access may be provided in a manner that will most safely and efficiently serve the overall development at full build-out, and to avoid any misunderstandings among future parcel owners regarding their individual access. Individual parcel owners who seek driveway permits that are found to be part of a larger, planned development will be treated as part of a single business entity consisting of the master development.

No more than two (2) two-way driveways shall be permitted for any planned development or individual parcel of property which has a frontage of 300 feet or less. Additional entrances or exits for developments or parcels having a frontage in excess of 300 feet shall only be permitted if the additional access would create a safer condition. Additional access must be reviewed and approved as part of the appeals process (described in Section 8) if a second driveway cannot meet the minimum connection spacing requirements described in this Manual. Where frontage is 50 feet or less, only one two-way driveway will be permitted, the width of which shall not exceed 25 feet measured parallel to the centerline of the highway.

FRONTAGE ROADS

Frontage roads for both Type 1 and Type 2 Highways shall meet the driveway access requirements as specified for Type 3 highways. Minimum frontage road separation from the main highway is shown in Figure 2.

Figure 2
Minimum Frontage Road Separation



Where: D_1 = Minimum midblock separation (>25 ft.)

D_2 = Minimum separation at intersection (minimum 150 ft.; >300 ft. preferred)

Section 4 – Geometric Requirements

ACCESS DESIGN - GENERAL

The Roadway Design Manual⁽⁴⁾ establishes the geometric requirements for proper design of all at-grade intersections (public road or private driveway) and grade-separated interchanges on state highways. The Roadway Design Manual provides criteria and guidance for the following:

- General design controls (e.g., selection of design vehicle, horizontal/vertical alignment, capacity analysis);
- Dimensions for turning radii, turning roadways and channelizing islands;
- Warrants and criteria for auxiliary turn lanes, continuous two-way left-turn lanes and restrictive medians;
- Intersection sight distance (ISD) requirements and computation methods; and
- Design criteria for driveways (rural and urban).

In addition to requirements established by the Department, designers of driveways may find additional guidance in NCHRP Report 659 – Guide for the Geometric Design of Driveways⁽⁹⁾. In general, driveways shall be built so that:

- Connection spacing and other criteria outlined in this Manual and the Roadway Design Manual are met;
- Sufficient capacity is provided to accommodate forecasted traffic demand;
- Vehicles can enter and exit efficiently without causing undue delay to through traffic;
- On-site traffic circulation does not obstruct or interfere with traffic flow on the main highway; and
- Drivers will not have to back into the roadway when exiting, or perform other potentially unsafe maneuvers.

For all private developments that involve dedication of an access road for public use, the access will conform to applicable criteria for public road intersections (e.g., median opening design/spacing, signal spacing, intersection sight distance, turning radii) as established in this Manual and in the Roadway Design Manual.

MAJOR INTERSECTIONS

Public or private access to a state highway that is deemed to be a “major intersection” is subject to more rigorous design and spacing requirements than other access connections. Where referenced as such in this Manual, a major intersection is defined as a public road or private driveway intersection with a state highway that exhibits one or more of the following characteristics: 1) traffic volumes meeting or exceeding MUTCD warrants for signalization; 2) access approach volumes exceeding (or projected to exceed within five years) 3,000 AADT or 300 peak hour trips; or 3) designation by the State Traffic Engineer (or his designee) as a major intersection based on other factors – e.g., land use area (urban, suburban/urban, rural), anticipated safety issues, future growth forecasts, relationship to other planned improvement projects (public or private).

CORNER CLEARANCES

Corner clearance is the minimum distance, measured parallel to a highway, between the nearest curb, pavement or shoulder line of an intersecting public way and the nearest edge of a driveway or public street, excluding its radii. The purpose of corner clearance is to remove conflicting movements from an intersection’s functional area and

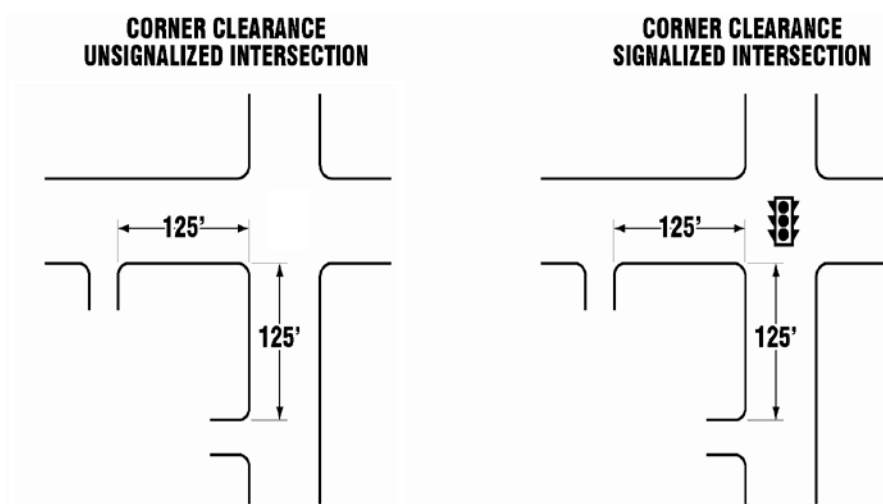
provide sufficient stacking space for queued vehicles at the intersection so that driveways are not blocked. Adequate corner clearance must therefore be provided at all public road intersections and at any private access connection designated as a major intersection.

No driveway will be permitted to enter directly into an intersection, and no part of a driveway entrance or exit will be permitted within a corner radius. Driveways must turn traffic into the traffic stream of the main highway or intersecting side street before it is permitted to pass through the intersection. Unless an exception is granted, the minimum corner clearance for driveways on Type 2 and Type 3 highways will be established by an intersection queuing analysis or 125 feet, whichever is larger.

For applicants submitting a traffic impact study, the queuing analysis must be presented in the study and give an estimate of queue lengths forecasted during the peak hour of the study's design year. If a traffic study is not required, the queuing analysis must be approved by the State Traffic Engineer (or designee). In all cases, the State Traffic Engineer (or designee) reserves authority to prohibit certain turning movements (e.g., by requiring right-in/right out only access or a raised median to prevent left turns) if it is deemed necessary to address a safety concern.

Exceptions may be approved if as a result of MDOT action the property would become landlocked. If an exception to the minimum corner clearance is requested and approved, the access will be right-in/right-out only, and under no circumstances will any part of a driveway be permitted to connect with either the highway or intersecting side street within 50 feet from the near edge of the adjacent highway/street.

Figure 3
Corner Clearance



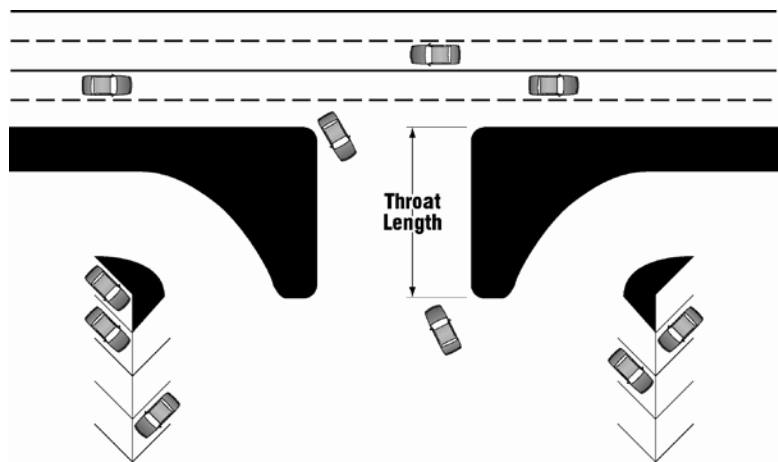
THROAT LENGTH DISTANCES

The connection depth of a driveway (throat length) as measured from the edge of the abutting roadway (through or auxiliary lane) to the near edge of the internal circulation road or buffer area shall be of sufficient length to allow a driver to enter the site without interfering with the mainline of traffic. Table 7 shows examples of minimum throat lengths based on selected site activities. A minimum throat length of 30 feet may be sufficient for small commercial

developments generating less than 50 peak hour trips. For larger developments, throat lengths up to and in excess of 250 feet may be necessary to provide adequate storage for exiting vehicles and to avoid interference with entering vehicles or onsite traffic circulation. Greater distances may be required by the State Traffic Engineer (or designee) where deemed necessary by a queuing analysis.

Throat lengths will be independently determined by the State Traffic Engineer (or designee) for land uses not included in Table 7. Applicants submitting a traffic impact study shall calculate recommended throat lengths and demonstrate that site access will not interfere with mainline traffic. Note that the width of an auxiliary right turn lane on the abutting road will not be included as part of the required throat length measurement.

Table 7
Minimum Throat Lengths ⁽⁵⁾



SITE ACTIVITY	TYPICAL MIN. THROAT LENGTH
Small Commercial Development (e.g., Strip Shopping Center)	30'
Mid-size Shopping Center (Supermarket, Drug Store) or Office Center	80'
Regional Shopping Center/Mall or Office Complex	250'
Regional Office Complex	250'

SIGHT DISTANCE REQUIREMENTS

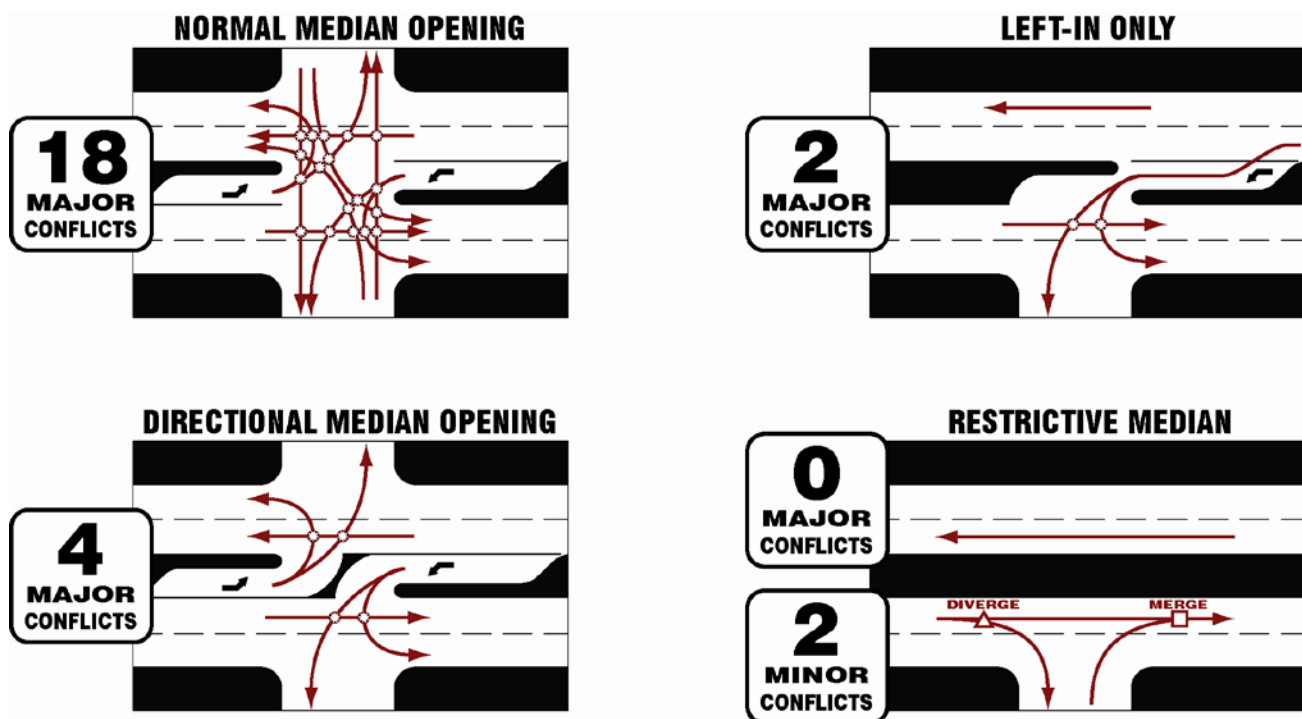
Driveways shall not be permitted to connect with any highway, road, street or frontage road at a location if it does not meet the minimum stopping sight distance requirements outlined in the Department's Roadway Design Manual (using 3R Criteria), based on vertical or horizontal alignment, terrain or other reasons which will cause an undue hazard to the traveling public. Intersection sight distance requirements (outlined in the Roadway Design Manual) must also be met at all public road intersections, any private access connection designated as a major intersection, or where otherwise deemed necessary by the State Traffic Engineer (or designee) to avoid a safety concern. To provide adequate sight distance in both directions when entering the highway, driveway entrances and exits should be designed at a 90 degree angle. Angles less than 90 degrees will not be allowed unless justified by an engineering analysis and in no case will angles less than 60 degrees be permitted.

Section 5 – Median Policy

Well designed medians and median openings are an important part of a safe and efficient highway system. The design and placement of these medians is an integral part of a state's access management program. The benefits of medians include:

1. Safety – fewer vehicle crashes and pedestrian accidents due to reduced conflicts and creation of refuge areas.
2. Vehicular Efficiency - reduction of conflicts and removal of turning in the through lanes increases highway speeds and reduces delays.
3. Aesthetics – creates room for landscaping and streetscaping applications.

There are four major types of raised restrictive medians as shown below:



MEDIAN PLACEMENT

In order to promote safety and preserve capacity, multilane highways with design speeds greater than 40 miles per hour and annual average daily traffic exceeding 30,000 should be designed with a raised or restrictive median. Facilities having a design speed of 40 miles per hour or less and AADT's of less than 30,000 should include restrictive medians where appropriate to improve safety and traffic operations.

MEDIAN OPENINGS PRIORITY

In keeping with the principles of functional design adopted by the AASHTO "Green Book" ⁽⁶⁾, the following is a suggested hierarchy of median openings:

1. Intersection of freeway ramps and at-grade arterials.
2. Intersection of major arterial to arterial.
3. Other signalized intersections (public street or private access connection) which conform to the signalized intersection spacing standard.
4. Other intersections on major arterials which conform to the signalized intersection spacing but which are not as yet signalized.
5. Signalized intersections (public street or private access connection) which do not conform to the signalized intersection standard.
6. U-turn or left-turn/u-turn opening serving 2 or more public and/or private connections. U-turn/left turn ingress should normally be given priority over left turn out egress because ingress capacity is higher and produces less conflict than the left turn out movement.

MEDIAN OPENING PLACEMENT

The unsignalized median opening is essentially an intersection. Under most traffic conditions the median should be designed with auxiliary lanes to allow left turning vehicles to decelerate without interfering with the through movement of the leftmost through lane. To allow for safe operations and based on a queue analysis, the provisions in Table 8 will apply to the construction of new and additional median openings and left turn bays on conventional or partial controlled access highways on which access rights between the median openings were not purchased with the right of way:

Table 8 Minimum Spacing Criteria for Median Openings		
	MINIMUM MEDIAN OPENING SPACING (DIRECTIONAL)	MINIMUM MEDIAN OPENING SPACING (FULL)
Urban Areas:		
Speed $\geq$ 45 MPH	1760'	1760'
Speed <45 MPH	880'	1760'
Rural Areas	1760'	1760'

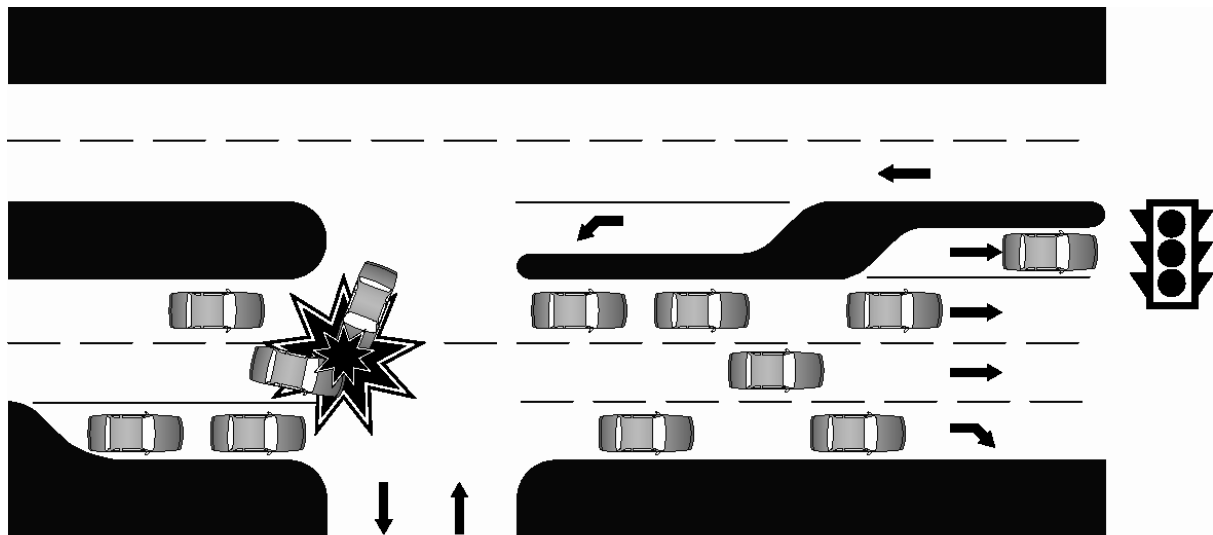
If access rights have been purchased between the median openings, no additional median openings shall be considered.

The normal spacing between full median openings will not be less than 1760 feet in rural areas. The minimum spacing for full medians in urban areas will not be less than 1760 feet. Urban areas are defined and shown on maps published by the Department or areas which are urbanized due to heavy strip development. Strip development may be either residences or businesses that are located on either or both sides of the highway and which average 200 feet or less apart for a distance of not less than 1320 feet measured along the highway.

The normal spacing between directional median openings shall not be less than 1760 feet for rural areas. For urban roads with posted speeds equal to or greater than 45 miles per hour the minimum spacing for directional median openings will not be less than 1760 feet and for posted speeds less than 45 miles per hour the minimum spacing is 880 feet.

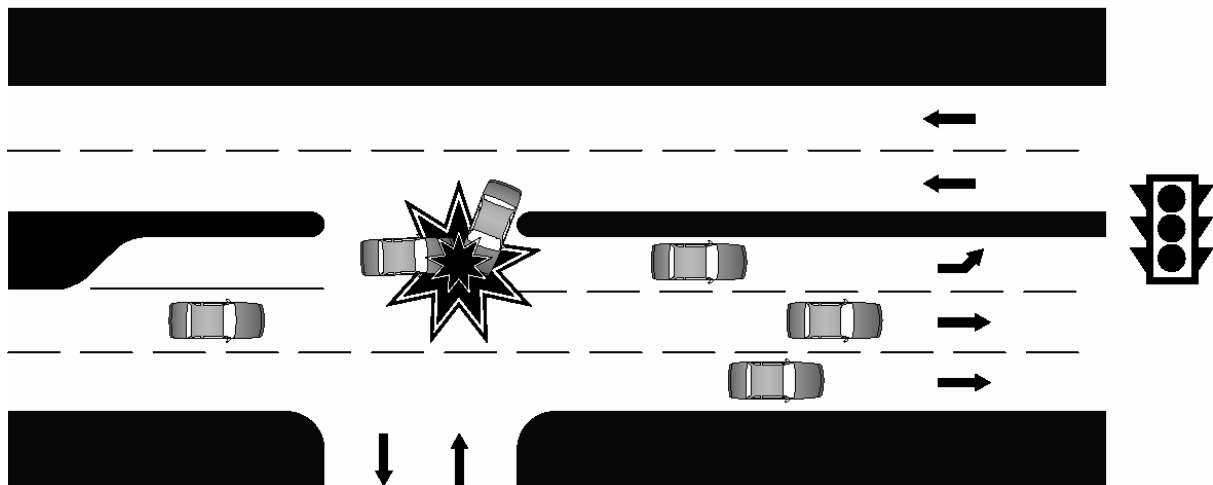
Median openings as shown in Illustration 1 that allow traffic to cross exclusive right turns or across regularly formed queues from a nearby intersection should not be permitted.

Illustration 1



Median openings as shown in Illustration 2 that allow traffic to cross exclusive left turns should not be permitted.

Illustration 2

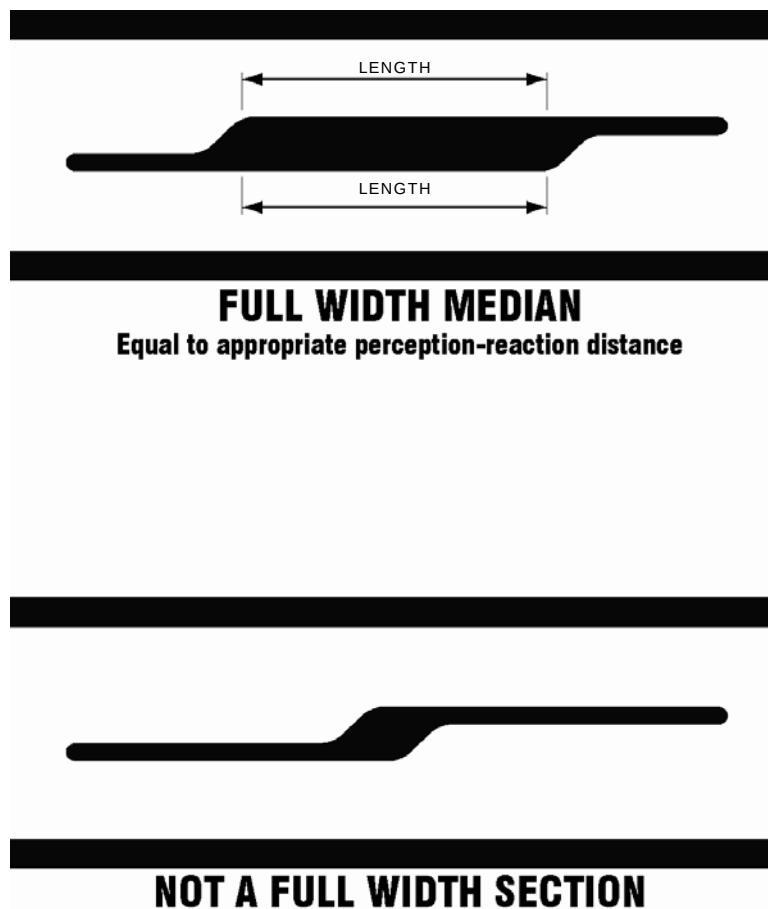


MEDIAN GEOMETRIC DESIGN

Design criteria for median openings are provided in the Roadway Design Manual.

A full width median is a desirable feature that should be incorporated in the design. The length of the full median width should be equal to the perception-reaction distance. Typical perception-reaction time would be 1.5 seconds. For a 30 mph facility the full width median distance would be equal to 66 feet (1.5×44 fps). Full width medians provide space for signing and greater visibility to drivers. An illustration of a full width median is shown below.

Illustration 3



Left turn lane storage areas shall meet requirements established in the Roadway Design Manual. At a minimum, these areas must satisfy the queue storage requirements for four (4) vehicles in urban/suburban areas and two (2) vehicles in rural areas. Longer left turn storage areas should be provided if needed based on a queue analysis performed in a traffic study. In urban areas turn lane length may be determined by the queue length in the adjacent through lanes to prevent the queue from blocking access to the turn lane(s).

The type and placement of signs and traffic control devices will be based on the guidance provided in the Manual on Uniform Traffic Control Devices.

Section 6 – General Requirements

DOUBLE FRONTAGE LOTS

Where an applicant's lot has frontage on more than one public street, access shall be given from the lower functional road to the extent possible.

JOINT DRIVEWAY USAGE

If an applicant is unable to comply with the access spacing requirements shown in Tables 6 and requests an exception, the applicant must provide documentation of his/her attempt to obtain an access or mutual driveway easement from the adjacent property so as to allow for one egress to serve two properties. If located all or partially on the applicant's property then the adjacent property owner(s) must agree to relocate any existing access to the proposed access and the relocation must be performed in conjunction with the applicant's development of the property.

If the applicant is unable to obtain an access or mutual driveway easement from an adjacent property owner, then the access to the applicant's property shall be located on its property in an area acceptable to MDOT. Documentation of the applicant's attempt to obtain an access or mutual driveway easement from the adjacent property shall be included in the submission of an exception.

LOCAL COORDINATION

All applications for driveways to sites that will generate more than 100 peak hour trips shall be submitted by the applicant to the appropriate local jurisdiction for review and comment prior to submission to the MDOT.

Section 7 – Traffic Impact Analysis

A traffic impact study shall be required and submitted by an applicant for any proposed site that would generate 100 or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street. A change or expansion at an existing site that results in an expected increase of 100 or more trips will require a traffic impact study. A traffic impact study will also be required if the State Traffic Engineer (or his designee) determines that the proposed development will have a significant impact on the roadway operations or safety at the proposed access point. The estimate of the number of trips for the site will be based on the latest edition of the ITE Trip Generation Manual. Listed below in Table 8 are examples of land use size thresholds that will generate 100 peak hour trips.

Table 8
Typical Land Use Thresholds ⁽⁸⁾

LAND USE	100 PEAK HOUR TRIPS
General Light Industrial (GFA)	103,000 sq. ft.
Manufacturing (GFA)	135,000 sq. ft.
Residential:	
Single-Family Detached Housing	99 units
Apartment	161 units
Condominium/Townhouse	192 units
Mobile Home Park	169 units
Hotel	169 rooms
Elementary School (GFA)	83,000 sq. ft.
General Office (GFA)	67,000 sq. ft.
Medical/Dental Office (GFA)	29,000 sq. ft.
Free-Standing Discount Store (GFA)	20,000 sq. ft.
Shopping Center (GLA)	29,600 sq. ft.
Fast Food Restaurant w/ Drive-Thru (GFA)	3,000 sq. ft.
Convenience Market w/ Gas Pumps (GFA)	1,700 sq. ft. or 8 pumps
Pharmacy/Drug Store w/ Drive-Thru (GFA)	9,700 sq. ft.
Bank w/ Drive-Thru (GFA)	3,900 sq. ft.

GLA – GROSS LEASABLE AREA
GFA – GROSS FLOOR AREA

NOTE: For land uses not shown in this table, the applicant will reference the appropriate land use in the ITE Trip Generation Manual.

Before preparing a traffic impact analysis, the applicant shall schedule a meeting with the State Traffic Engineer (or designee) to confirm the scope of the study, establish the design year for analysis (which may be related to the opening year of the proposed land use or at some point further in the future), and review any special requirements.

The traffic impact analysis should contain the following information at a minimum:

1. Description of the site surroundings and study area: Through a narrative and illustrations the characteristics of the site should be described. This would include surrounding land uses and expected development in the vicinity that would influence future traffic conditions.
2. Description of the current and proposed land use: The description would include characteristics such as the number and type of dwelling units, gross and leasable floor area, the number of employees, and schedule for construction of the development.
3. Description of existing traffic conditions: Existing conditions include existing peak-hour traffic volumes adjacent to the site and existing counts and levels of service for intersections in the vicinity which are expected to be impacted. Traffic crash data near the proposed site access point during the most recent 3 year period should be included in the analysis.
4. Estimate of background traffic growth: If the planned completion date for the project or the last phase of the project is beyond 1 year of the study an estimate of background traffic growth for the adjacent street network will be made and included in the analysis.
5. Estimate of trip generation: The site forecasted trips will be based on the most recent edition of the ITE Trip Generation Manual. Any reductions due to internal trip capture and pass-by trips will be justified and documented. Projects that will be developed in phases will calculate the trips generated by phase.
6. Estimate of trip distribution and traffic assignment: The distribution (inbound versus outbound, left turn versus right turn) of the estimated trip generation to the adjacent street network and nearby intersections will be included in the report.
7. Estimate of impact analysis: A level of service will be calculated at the access points, the arterial, and any intersection where the expected traffic generated at the site will comprise at least five percent (5%) of the intersection capacity. The levels of service will be based on the procedures in the latest edition of the Highway Capacity Manual.
8. Access management standards: The report shall include a map and description of the proposed access including any sight distance limitations, adjacent driveways and intersections, and a demonstration that the number of driveways proposed is the fewest necessary and they provide safe and efficient traffic operations.
9. Site circulation plan: A site circulation plan will be included in the report to demonstrate (based on factors such as queuing at driveways that may affect throat lengths) that site circulation and ingress/egress will not disrupt mainline traffic flow.
10. Traffic signalization needs/impacts: If a traffic signal is being proposed, a signal warrant analysis will be included in the study. For properties located on urban or urbanizing corridors, an arterial analysis including the impact the proposed signalization will have on traffic progression will be conducted.
11. Traffic simulation: The applicant may be required to develop a simulation model (using approved micro-simulation software) to verify the proposed access point(s) will not disrupt the operation of traffic signals located in the vicinity.
12. Mitigation and alternatives: The traffic impact study should include proposed improvements or access management techniques that will mitigate any changes in the levels of service for the study design year.

Section 8 – Administrative Procedures

APPLICATIONS

For State Highways a permit is required for:

1. New driveways;
2. Alterations to existing drives;
3. Changes of use on the property serviced by the existing driveway/entrance that result in a daily trip increase of 10%, or 100 daily trips, whichever is greater; or
4. Property use changes from non-commercial to commercial.

Application for a driveway permit will follow the procedures as specified in Rule Number 941-7501-04002. If the access to a site is of such a magnitude that it is expected to exceed 100 peak hour trips a traffic impact study must be submitted as described in the Traffic Impact Analysis section of this guide.

Should the land use for the property for which the driveway was originally permitted be changed, the permit shall be revoked and a new permit must be applied for reflecting the new land use. This requirement is applicable to all permits granted by the Department prior to and after approval of this guide.

APPEALS

If an applicant's permit is denied by the Department, the applicant may submit within 10 days after the receipt of a notification of the denial a written appeal to the District Engineer who will then forward the appeal, along with supporting documentation, to the State Maintenance Engineer. The State Maintenance Engineer will then send the appeal to the Access Management Review Committee. The Committee shall consist of representatives appointed by the Chief Engineer. The Committee shall review the appeal and determine whether any means exist by which the reasons for the decision may be mitigated and an exception approved.

MAINTENANCE & PERMIT TRANSFER

The access must be maintained according to the standards and specifications at the time the permit was granted.

APPENDIX 1 – LEVELS OF ACCESS

ACCESS CLASS	AREA TYPE	MEDIAN TREATMENT	MINIMUM MEDIAN OPENING SPACING		FULL ACCESS	SIGNAL SPACING
			DIRECTIONAL ACCESS			
			≥45mph	<45mph		
TYPE 2A	URBAN	RESTRICTIVE	1760'	880'	1760'	1760'
	RURAL	RESTRICTIVE	1760'	1760'	3520'	3520'
TYPE 2B	URBAN	RESTRICTIVE	1760'	880'	1760'	1760'
	RURAL	RESTRICTIVE	1760'	1760'	3520'	3520'
TYPE 3	URBAN	NON-RESTRICTIVE	NA	NA	NA	1760'
		RESTRICTIVE	1760'	880'	1760'	1760'
	RURAL	NON-RESTRICTIVE	NA	NA	NA	3520'
		RESTRICTIVE	1760'	1760'	1760'	3520'

Note: Less than the minimum signal distance is only permitted if there is no reasonable alternative and a weave and queue analysis shows adequate spacing.

APPENDIX 2 – MINIMUM CONNECTION SPACING

			POSTED SPEED	DISTANCE
COMMERCIAL DRIVEWAY	A	>50 PEAK HOUR TRIPS AND ≥2000 AADT	≤30mph	185'
			35mph	245'
			40mph	300'
			45mph	350'
			≥50mph	425'
	B	≤50 PEAK HOUR TRIPS OR <2000 AADT	NA	100'
NON-COMMERCIAL DRIVEWAY	C	≥2000 AADT	NA	50'
	D	<2000 AADT	NA	25'

APPENDIX 3 – LAND USE SIZE THRESHOLDS FOR 50 PEAK HOUR TRIPS ⁽⁸⁾

LAND USE	50 PEAK HOUR TRIPS
General Light Industrial (GFA)	52,000 sq. ft.
Manufacturing (GFA)	67,000 sq. ft.
Residential:	
Single-Family Detached Housing	50 units
Apartment	80 units
Condominium/Townhouse	96 units
Mobile Home Park	84 units
Hotel	84 rooms
Elementary School (GFA)	41,000 sq. ft.
General Office (GFA)	33,500 sq. ft.
Medical/Dental Office (GFA)	14,500 sq. ft.
Free-Standing Discount Store (GFA)	10,000 sq. ft.
Shopping Center (GLA)	14,700 sq. ft.
Fast Food Restaurant w/ Drive-Thru (GFA)	1,500 sq. ft.
Convenience Market w/ Gas Pumps (GFA)	850 sq. ft. or 4 pumps
Pharmacy/Drug Store w/ Drive-Thru (GFA)	4,800 sq. ft.
Bank w/ Drive-Thru (GFA)	1,950 sq. ft.

GLA – GROSS LEASABLE AREA
GFA – GROSS FLOOR AREA

NOTE: For land uses not shown in this table, the applicant will reference the appropriate land use in the ITE Trip Generation Manual.

APPENDIX 4 – DRIVEWAY ACCESS REVIEW CHECKLIST ⁽⁷⁾

The following checklist is intended to be used by MDOT staff for an initial review of access permit requests. Standards to be applied are from the Mississippi Roadway Design Manual, Mississippi's Rules and this guideline.

Checklist

YES NO

☐☐

The distance between driveways and adjacent intersections or other intersections meet corner clearances and spacing standards.

Comment:

☐☐

Sight distance at the proposed location is sufficient. Proposed signs and/or landscaping do not obscure sight distance.

Comment:

☐☐

Driveway grades and widths meet standards.

Comment:

☐☐

The driveway throat length meets standards and is sufficient to provide storage for vehicles waiting to enter or exit without creating conflicts.

Comment:

☐☐

Shared driveways, frontage roads, rear service driveway or connecting driveways have been considered if appropriate.

Comment:

☐☐

Driveway radii for both inbound and outbound are sufficient to accommodate the type of vehicular traffic that is expected to enter the site.

Comment:

☐☐

Pedestrian traffic has been accommodated and ADA requirements have been met.

Comment:

☐☐

Alternative access to a side street has been considered where available.

Comment:

☐☐

Where possible the driveway is aligned with driveways across the street.

Comment:

☐☐

For driveways that meet the trip generation standards a traffic impact analysis was conducted. The need for bypass lanes, turn lanes, deceleration lanes, deceleration tapers, and width and number of ingress/egress lanes has been evaluated.

Comment:

REFERENCES

1. *Access Management Manual*, Transportation Research Board, Washington D. C. 2003.
2. Gluck, J., H.S. Levinson, and V. Stover. *NCHRP Report 420: Impacts of Access Management Techniques*. TRB National Research Council, Washington D.C., 1999.
3. S&K Transportation Consultants, Inc. *Access Management, Location and Design*. Participant notebook for NHI Course 133078. Federal Highway Administration April 2000.
4. *Roadway Design Manual*, Mississippi Department of Transportation.
5. *Florida Site Impact Handbook*, Florida Department of Transportation.
6. *AASHTO Green Book, A Policy on Geometric Design of Highways and Streets*.
7. *Evaluating Traffic Impact Studies – A Recommended Practice for Michigan Communities* – Michigan Department of Transportation 1994.
8. *Trip Generation, 8th Edition: An ITE Informational Report*, Institute of Transportation Engineers 2008.
9. *NCHRP Report 659 – Guide for the Geometric Design of Driveways*, Transportation Research Board, Washington D. C. 2010.

What's new in Version 2.0 of the Access Management Manual?

Section 1 – Introduction

- Enhanced description of the background and purpose for the Access Management Manual.
- Included a discussion of the benefits and advantages businesses typically experience due to proper application of good access management techniques. (Moved from Section 5 – Median Policy)
- Clarified definitions for several key terms and phrases, including:
 - o Commercial Driveway
 - o Non-Commercial Driveway
 - o Major Intersection
 - o Planned Development
 - o Queuing Analysis

Section 3 – Levels of Access

- For Type 3 Highways, clarified MDOT's access spacing requirements as applied to the following:
 - o Signalized Intersections
 - o Commercial Driveways
 - o Non-Commercial Driveways
 - o Joint Use Driveways
 - o Planned Developments

Section 4 – Geometric Requirements

- Provided additional background and direction concerning the proper geometric design of access connections on state highways, as further outlined in the Department's Roadway Design Manual.
- Established a definition for the term "major intersection" (including a list of typical characteristics).
- Referenced additional requirements applicable to any access point deemed to be a major intersection.
- Clarified discussion of MDOT's requirements for the following:
 - o Corner Clearance - *between an access connection and any public road (or private major) intersection*
 - o Throat Length Distance - *for driveways serving developments of various sizes*
 - o Sight Distance - *to be provided in accordance with the Roadway Design Manual*

Section 5 – Median Policy

- Referenced the Roadway Design Manual for geometric design criteria for left turn lane storage areas.

Section 7 – Traffic Impact Analysis

- Revised land use size thresholds in Table 8 to agree with latest edition of the ITE Trip Generation Manual.
- Added note directing the reader to the ITE Trip Generation Manual for land uses not listed in Table 8.
- Updated basic requirements and the necessary information to be provided by any traffic impact study.

Appendix 3 – Land Use Size Thresholds for 50 Peak Hour Trips

- Revised land use size thresholds in table to agree with latest edition of the ITE Trip Generation Manual.
- Added note directing the reader to the ITE Trip Generation Manual for land uses not listed in the table.

Multiple Sections

- Clarified meaning of the term "trip" to promote consistent application of certain access policy requirements. Deleted the word "directional" where shown before "trip", and made clear that the peak hour trip thresholds established in the Manual refer to all trips entering and exiting a site (at all driveways) during the peak hour.

City of Starkville

Access Management Policy

12-14-18

Access and Driveways

1. Applicability: All projects that are required to have site plan review and/ or approval by the Development Review Committee.
2. Exceptions: Single family residential projects on existing lots, agricultural property and roadways owned and maintained by the Mississippi Department of Transportation.
3. Access Point Spacing: Lots that are not used for single-family or agricultural purposes, are permitted vehicular access points but shall not exceed one (1) for every two hundred (200) feet of frontage. Properties that are less than two hundred (200) feet across, or that have less than two hundred (200) feet of frontage on the street, shall be limited to one access point per street frontage unless otherwise approved by the Development Review Committee.

Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section.

The City Engineer may allow two (2) one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance of 25 feet. Roadway and the maximum width of a one-way entrance driveway will be 16 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

4. Location of Access Points: The location of access points shall be based on the following criteria:
 - a. The access point shall not conflict with vehicle turning movements; and
 - b. The access point shall be located at least one hundred twenty five (125) feet from an intersection of a public or non-city owned roadway as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.

- c. Exceptions may be approved if the property would otherwise be landlocked. If an exception is approved, the access will be right-in/right-out only and may not be allowed closer than fifty (50) feet from the near edge of the intersecting street.
 - d. Unless the driveway access is shared by multiple lots, the flared portion or curb return shall be located twelve and a half (12.5') feet from boundary line so as to not encroach on adjacent property frontage as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
 - e. When an applicant's lot has frontage on more than one street, access shall be given from the lower functional road to the extent possible.
- 5. In special circumstances, the City Engineer may require a right-in/right-out access if sight distance is limited, high left turn volume is anticipated or other issues may create an unsafe situation for the traveling public.
- 6. Alignment: Access points shall align with opposing driveway approaches, if any, or shall be offset by at least one hundred-twenty-five (125) feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
- 7. Width: Non-residential driveways shall be:
 - a. a maximum of sixteen (16) feet in drivable surface width for a one way driveway
 - b. a maximum of thirty-five (35) feet in drivable surface width for a two way driveway
- 8. Traffic Impact Study: The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate 100 or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
- 9. Cross access may be required in commercial or mixed-use zoning which front an arterial or collector street.
- 10. Appeals: Appeals of staff decisions regarding access may be appealed to Board of Adjustment and Appeals.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 12/18/2018
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending December 12, 2018 is \$1,655,424.77
Of which the claims amount for Starkville Utilities is \$1,284,555.98

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 December 12, 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 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
RACKLEY OIL INC.	496478	12/12/2018	FUEL INVENORY	001-000-070-251	16,809.06
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-000-053-206	150.87
GOLDEN HORN, THE	INV0027967	12/10/2018	GIFT CARD FOR TATE FISHER (SANTA CLAUS)	001-000-160-698	50.00
ORIENTAL TRADING COMPANY, INC.	693588958-01	12/12/2018	CHRISTMAS SUPPLIES FOR CHILDREN	001-000-160-697	311.40
Outstanding Total:					17,321.33
Paid					
JOHN CROMER	1315148	12/07/2018	OVERPAYMENT/DKT#131514	001-000-149-691	861.00
FANNISHA JONES	INV0027945	12/07/2018	RESTITUTION FROM X. COLLIER/DKT#1349198	001-000-149-691	40.00
TOLLEY YOSTE	1357584	12/07/2018	OVERPMT FOR PARKING/DKT#1357584	001-000-149-691	40.00
Paid Total:					941.00
Department 000 - UNDESIGNATED Total:					18,262.33
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-100-604-330	186.90
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-100-604-330	77.34
MS MUNICIPAL LEAGUE	28958	12/11/2018	MML MID WINTER CONF REG/CARVER,SISTRUNK, VAUGHN	001-100-610-350	405.00
Outstanding Total:					669.24
Paid					
HILTON JACKSON	3497331233	12/11/2018	MML CONF HOTEL/MAYOR & 4 ALDERMEN	001-100-610-350	852.25
Paid Total:					852.25
Department 100 - BOARD OF ALDERMEN Total:					1,521.49
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-110-604-330	37.41
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-110-604-330	77.34
PETTY CASH VOUCHERS	INV0027979	12/12/2018	BATTERIES	001-110-501-200	5.35
Outstanding Total:					148.22
Department 110 - MUNICIPAL COURT Total:					148.22
Department: 120 - MAYORS OFFICE					
Outstanding					
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-120-604-330	77.34
MS MUNICIPAL LEAGUE	28958	12/11/2018	MML MID WINTER CONF REG/CARVER,SISTRUNK, VAUGHN	001-120-610-350	135.00

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-1218	12/11/2018	NOVEMBER 2018 CONSULTING SERVICES	001-120-600-300	3,333.33
Outstanding Total:					3,573.79

Paid					
HILTON JACKSON	3497331233	12/11/2018	MML CONF HOTEL/MAYOR & 4 ALDERMEN	001-120-610-350	121.75
Paid Total:					121.75
Department 120 - MAYORS OFFICE Total:					3,695.54

Department: 123 - IT

Outstanding					
WAUKAWAY DISTRIBUTORS, INC	46997	12/12/2018	BOTTLED WATER	001-123-691-550	24.30
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-123-604-330	259.19
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
NEXTSTEP INNOVATION	NSI16122	12/12/2018	DELL XPS LAPTOP WITH ADAPTER & BACKPACK	001-123-918-805	1,699.00
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-123-604-330	77.34
EQUINOX CORPORATION	64960	12/10/2018	DECEMBER 2018 SERVICES	001-123-604-330	1,392.10
CADENCE VISA	INV0027964	12/10/2018	INTEREST REVERSED PER STATEMENT	001-123-691-550	-3.30
Outstanding Total:					3,476.75
Department 123 - IT Total:					3,476.75

Department: 145 - OTHER ADMINISTRATIVE

Outstanding					
INT'L INSTITUTE OF MUNICIPAL CLERKS	2019	12/11/2018	ANNUAL MEMBERSHIP FEE/HARDIN/THRU 09/30/19	001-145-690-556	215.00
INT'L INSTITUTE OF MUNICIPAL CLERKS	2019.	12/11/2018	ANNUAL MEMBERSHIP FEE/J.SMITH/THRU 09/30/19	001-145-690-556	100.00
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-145-604-330	50.29
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
WATERMARK PRINTERS LLC	12007	12/12/2018	PRINTING ON FOREVER ENVELOPES	001-145-501-200	164.00
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-145-604-330	77.34
CADENCE VISA	INV0027518C	12/10/2018	CHARGE NEVER POSTED TO VISA	001-145-690-556	-315.00
PETTY CASH VOUCHERS	INV0027977	12/12/2018	TISSUE, BATTERIES	001-145-501-200	20.19
Outstanding Total:					339.94
Paid					
HILTON JACKSON	3501883560	12/11/2018	MML CONFERENCE HOTEL/L.HARDIN	001-145-610-350	229.50
Paid Total:					229.50
Department 145 - OTHER ADMINISTRATIVE Total:					569.44

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	945920	12/12/2018	BONDING CITY EMPLOYEE/ A. HU	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00

Department: 169 - LEGAL

Outstanding					
STEPHANIE MALLETTE, ATTORNEY AT LA	INV0028038	12/12/2018	VS JANAY ROBINSON	001-169-600-309	200.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	365735	12/11/2018	GENERAL MATTERS	001-169-600-302	10,347.50

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	366532	12/11/2018	LITIGATED MATTERS	001-169-600-312	2,325.40

Outstanding Total: 12,872.90

Department 169 - LEGAL Total: 12,872.90

Department: 180 - HUMAN RESOURCES

Outstanding

CLINIC AT ELM LAKE, THE	22719	12/10/2018	DRUG TEST A.COLE	001-180-600-320	30.00
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-180-604-330	50.29
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-180-604-330	28.12

Outstanding Total: 108.41

Department 180 - HUMAN RESOURCES Total: 108.41

Department: 190 - CITY PLANNER

Outstanding

iWorQ Systems Inc.	11051	12/11/2018	ANNUAL SOFTWARE RENEWA	001-190-918-807	7,000.00
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-190-604-330	135.98
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-190-604-330	77.33
ERIK BUSBY	INV0028043	12/12/2018	CONTRACT LABOR 11/29- 12/12/18 COMMUNITY DEV.	001-190-600-300	730.00

Outstanding Total: 7,971.43

Department 190 - CITY PLANNER Total: 7,971.43

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

KONE, INC.	1157694691	12/11/2018	ELEVATOR REPAIR	001-192-630-403	2,918.32
CINTAS	215378895	12/10/2018	CITY HALL 11.27.18	001-192-510-220	157.66
PITTS SIGN COMPANY	INV0028034	12/12/2018	LETTERING ON CH-01	001-192-510-204	175.00
CINTAS	215380922	12/10/2018	CITY HALL 12.04.18	001-192-510-220	11.22
PETTY CASH VOUCHERS	INV0027978	12/12/2018	PARTS FOR ELEVATOR	001-192-630-403	34.95
STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-192-625-380	2,303.02

Outstanding Total: 5,600.17

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 5,600.17

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTONS LANDSCAPING & JANITORIAL, LLC	106	12/11/2018	NOVEMBER 2018 LANDSCAPE SVC/CEMETARY	001-196-630-402	2,600.00
HAMPTONS LANDSCAPING & JANITORIAL, LLC	106	12/11/2018	NOVEMBER 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

RACKLEY OIL INC.	492811	12/12/2018	FUEL FOR F150	001-197-525-231	58.70
VERIZON-RETAIL	9000160710	12/12/2018	IPHONE REPLACEMENT, PHONE CASE, CHARGER	001-197-604-330	589.96
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-197-604-330	77.33

Outstanding Total: 754.11

Department 197 - ENGINEERING Total: 754.11

Department: 201 - POLICE DEPARTMENT

Outstanding

TRI-STARR MUFFLER & BRAKE	461601	12/12/2018	SPD 1896 OIL CHANGE, TRANS FLUID, WIPERS	001-201-630-360	86.31
---------------------------	--------	------------	---	-----------------	-------

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
R&M TIRES	1119591	12/12/2018	MOUNT AND BALANCE TIRE CROWN VIC VIN#1897	001-201-630-360	76.00
OLYMPIC UNIFORMS	201811SU169	12/12/2018	UNIFORMS FOR BICYCLE PATROL	001-201-535-233	943.00
IVY AUTO PARTS, LLC.	601097	12/11/2018	WIPER BLADES	001-201-630-360	26.02
ARMY NAVY PAWN SHOP	110918B	12/06/2018	BIKE PATROL POLOS (6) 2 PAIR REV TAC PANT	001-201-535-233	266.00
R&M TIRES	1119649	12/12/2018	S-11 MOUNT AND BALANCE TIRES -4	001-201-630-360	76.00
R&M TIRES	1119655	12/12/2018	INSTALL NEW BRAKE PADS ON FRONT S-42	001-201-630-360	75.00
TRI-STARR MUFFLER & BRAKE	461617	12/12/2018	SPD 19 REAR AXLE SHAFT BEAR, SEAL, GEAR LUBE	001-201-630-360	626.68
IVY AUTO PARTS, LLC.	601276	12/11/2018	2 BATTERIES	001-201-630-360	327.00
IVY AUTO PARTS, LLC.	601339	12/11/2018	BRAKE ROTOR, PAD	001-201-630-360	152.63
AT&T-NCIC MONITOR LINE	11.14.18	12/06/2018	ACCT#662-615-1467 637 059	001-201-604-330	37.35
TRI-STARR MUFFLER & BRAKE	461622	12/12/2018	SPD 4 OIL CHANGE	001-201-630-360	38.95
ARMY NAVY PAWN SHOP	111618	12/06/2018	4 PR REV TAC PANTS, ROTHCO FORCED ENTRY	001-201-535-233	215.00
INTOXIMETERS	612857	12/11/2018	1000 MOUTHPIECES	001-201-556-251	266.50
GULF STATES DISTRIBUTORS, INC.	1307929-IN	12/10/2018	FIRING RANGE SUPPLIES	001-201-545-238	109.00
BOB'S MOBILE RADIO	315910	12/12/2018	CAR 59 WRECKED CAR. REMOVED EQUIPMENT	001-201-630-360	360.00
MID-SOUTH UNIFORM & SUPPLY	584878	12/11/2018	SHIRTS, NAME PLATES, SERVING SINCE BARS	001-201-535-233	1,022.22
R&M TIRES	1119769	12/12/2018	MOUNT & BALANCE TIRE ON S-61	001-201-630-360	76.00
BRISLIN, INC	181519	12/09/2018	BIMONTHLY HVAC MAINT. AGREEMENT-POLICE	001-201-630-426	2,125.00
BOB'S MOBILE RADIO	315911	12/09/2018	INSTALL COMPUTER IN RIEVES CAR/REPAIR P52 ALSO	001-201-630-360	960.00
WEX Bank /WRIGHT EXPRESS FSC	56712069	12/12/2018	GAS	001-201-525-231	201.12
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	199.93
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	1,730.81
ECONO SIGNS OF TUPELO, IN	3810	12/10/2018	TRI COLOR LED BULB W/REMOTE CONTROL	001-201-501-200	85.00
OKTIBBEHA COUNTY COOPERATIVE	466885	12/12/2018	2 PAIR OF BOOTS	001-201-535-233	199.70
MID-SOUTH UNIFORM & SUPPLY	585016	12/11/2018	13 VESTS	001-201-535-233	2,576.00
JOSH HORTON	INV0027972	12/11/2018	REIMB BELK/CLOTHING ALLOWANCE	001-201-535-233	498.46
R&M TIRES	1119819	12/12/2018	MOUNT AND BALANCE TIRE ON S-59	001-201-630-360	19.00
TRI-STARR MUFFLER & BRAKE	461310	12/12/2018	SPD 7320 BATTERY AND LABO	001-201-630-360	275.73
UPS	1995	12/12/2018	POSTAGE	001-201-604-330	11.34
BOB'S MOBILE RADIO	315913	12/09/2018	REPAIR BAR LIGHT, REPAIR RADAR, REMOVE MIRROR	001-201-630-360	255.00
SULLIVAN'S OFFICE SUPPLY, INC.	40251	12/12/2018	PENS, PAPER, WRITING PAD, TAB DIVIDERS, PAPER CLIP	001-201-501-200	205.67
SULLIVAN'S OFFICE SUPPLY, INC.	40253	12/12/2018	FILE FOLDERS	001-201-501-200	13.90
IVY AUTO PARTS, LLC.	602384	12/11/2018	BATTERY	001-201-630-360	163.50
PITTS SIGN COMPANY	INV0028035	12/12/2018	TAGS FOR FRONT OF SPD CAR	001-201-630-360	75.00
TRI-STARR MUFFLER & BRAKE	461322	12/12/2018	SPD 39 WIPERS	001-201-630-360	20.00
JOHN M. LAY	INV0027971	12/11/2018	REIMB BELK PURCHASE/CLOTHING ALLOWANCE	001-201-535-233	411.78
R&M TIRES	1119853	12/12/2018	FLAT REPAIR RIGHT FRONT HYUNDAI GENESIS	001-201-630-360	20.00
SULLIVAN'S OFFICE SUPPLY, INC.	40315	12/12/2018	SELF ADHESIVE LABEL HOLDERS	001-201-501-200	31.98

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHRISTOPHER ENGLISH	INV0027965	12/10/2018	REIMBURSE BOOTS PURCHAS	001-201-535-233	80.24
NEXTSTEP INNOVATION	NSI16138	12/12/2018	COMPUTER FOR D.THOMAS	001-201-918-805	2,434.00
NEXTSTEP INNOVATION	NSI16139	12/12/2018	COMPUTER FOR LT. ROBERSO	001-201-918-805	2,434.00
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT#	001-201-604-330	77.33
			110245208		
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT#	001-201-604-330	77.33
			110245208		
TOM ROBERSON	INV0028041	12/12/2018	REIMB CLOTHING ALLOWANC	001-201-535-233	121.14
COMMERCIAL DISPATCH, THE	11.30.18	12/10/2018	ADVERTISING BY DEPT.	001-201-604-330	135.00
BOARDTOWN ENGRAVING	120318D	12/09/2018	9X12 PLAQUE WITH BORDER	001-201-600-300	38.00
UPS	2358	12/12/2018	POSTAGE	001-201-604-330	25.00
CADENCE VISA	4781	12/10/2018	MS POLICE CHIEF CONF.	001-201-690-552	325.00
			REGISTRATION		
CADENCE VISA	CM0000467	12/10/2018	BALANCE TO VISA STATEMEN	001-201-691-550	-32.33
OKTIBBEHA COUNTY	12.04.18	12/12/2018	FEEDING INMATES	001-201-541-237	11,070.00
SHERIFF'S OFFICE			NOVEMBER 2018		
DSS CORPORATION	21806	12/10/2018	MAINT AGREEMENT 2/1/19-	001-201-604-330	1,650.00
			2/17/20 PHONE RECORDERS		
NEXTSTEP INNOVATION	NSI16181	12/12/2018	COMPUTER FOR SGT.	001-201-918-805	1,839.00
			WILLIAMS		
STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-201-625-380	3,631.70
Outstanding Total:					38,763.99
Department 201 - POLICE DEPARTMENT Total:					38,763.99

Department: 261 - FIRE DEPARTMENT

Outstanding

ADVANCED COLLISION REPAI	RO6531	12/06/2018	REPAIR FD1 TRUCK	001-261-630-360	2,703.96
GALL'S INC	010794114	12/10/2018	MINI RED UNDERCOVER LED	001-261-630-360	101.19
			LIGHT		
SHEPS CLEANERS	56923	12/12/2018	UNIFORM CLEANING	001-261-600-430	6.00
SHEPS CLEANERS	58247	12/12/2018	UNIFORM CLEANING	001-261-600-430	11.00
SHEPS CLEANERS	58512	12/12/2018	UNIFORM CLEANING	001-261-600-430	8.50
SHEPS CLEANERS	58650	12/12/2018	UNIFORM CLEANING	001-261-600-430	11.00
ELKINS WHOLESALE	361802	12/10/2018	BOWL MOP, CLEAN ON THE	001-261-510-220	51.06
			GO 2 LITER		
SHEPS CLEANERS	59217	12/12/2018	UNIFORM CLEANING	001-261-600-430	9.00
SHEPS CLEANERS	59268	12/12/2018	UNIFORM CLEANING	001-261-600-430	39.00
SHEPS CLEANERS	59383	12/12/2018	UNIFORM CLEANING	001-261-600-430	11.00
SHEPS CLEANERS	59554	12/12/2018	UNIFORM CLEANING	001-261-600-430	39.00
NRS	716517	12/12/2018	DIVE TEAM-DRYSUITS, WET	001-261-730-545	7,225.90
			SOCKS, WETSHOE, GLOVES		
BELL BUILDING SUPPLY, INC.	241363	12/09/2018	5 TOUGH CHESTS	001-261-730-545	495.00
RACKLEY OIL INC.	496089	12/12/2018	DIESEL	001-261-525-231	275.61
MED-TECH RESOURCE INC.	96877	12/11/2018	BP KITS AND BLANKETS	001-261-555-250	266.88
NAEMSE NAT'L ASSOC OF	200010127	12/12/2018	INSTRUCTOR	001-261-600-390	395.00
EMS EDUCATORS			COURSE/P.CUMMINGS APRIL		
			2019		
ELKINS WHOLESALE	363755	12/10/2018	2 CASES ALL PURPOSE	001-261-510-220	69.02
			CLEANER		
MAXXSOUTH BROADBAND	INV0027975	12/11/2018	8282 41 101 0005230 FIRE	001-261-604-330	153.42
			STATION 1		
ATMOS ENERGY	INV0028047	12/12/2018	3017756705 FIRESTATION 2	001-261-625-380	422.88
CADENCE VISA	11.24.18	12/10/2018	VIASAT/INTERNET BILL FOR	001-261-604-330	170.31
			STATION 5		
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-261-604-330	183.37
WAI-MART-GENERAL CITY	00139.	12/12/2018	MICROWAVE FOR STATION 2	001-261-558-269	129.00
ARMY NAVY PAWN SHOP	112718	12/06/2018	UNIFORM SHIRTS AND PANTS	001-261-535-233	302.00
RACKLEY OIL INC.	496411	12/12/2018	DIESEL EXHAUST FLUID, DIESE	001-261-525-231	208.87
SHEPS CLEANERS	61715	12/12/2018	UNIFORM CLEANING	001-261-600-430	47.50
LOWE'S-FIRE	901101	12/11/2018	BUILDING SUPPLIES STATION	001-261-558-269	337.42
LOWE'S-FIRE	910022	12/11/2018	SILICONE & BATTERIES	001-261-555-250	55.41
WAI-MART-GENERAL CITY	09776	12/12/2018	TABLECLOTH & USB DRIVE	001-261-555-250	25.72

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ATMOS ENERGY	INV0028048	12/12/2018	3018177204 FIRESTATION 4	001-261-625-380	466.27
ARMY NAVY PAWN SHOP	066137	12/06/2018	UNIFORM BOOTS	001-261-535-233	60.00
QUILL CORPORATION	3128901	12/12/2018	PINE SOL CLEANER LAVENDER (10)	001-261-501-200	99.90
RACKLEY OIL INC.	496808	12/12/2018	DIESEL	001-261-525-231	187.48
A-1 TOWING	8502	12/06/2018	LID LOCK FOR WASHER STATION 4	001-261-555-250	39.45
ALARM SECURITIES, INC. dba ASI	12012018-104	12/12/2018	FIRE-MONTHLY MAINT AGREEMENT DEC. 2018	001-261-604-330	56.52
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-261-604-330	77.33
COMMERCIAL DISPATCH, THE	11.30.18	12/10/2018	ADVERTISING BY DEPT.	001-261-691-550	81.00
LOWE'S-FIRE	910835	12/11/2018	BUILDING SUPPLIES STATION	001-261-555-250	93.83
LOWE'S-FIRE	901869	12/11/2018	FILTERS, BATTERIES, LIGHTBULBS FOR ALL STATIO	001-261-555-250	89.49
GATEWAY TIRE & SERVICE CENTER	I104415725	12/10/2018	2 NEW TIRES FOR FD5	001-261-630-360	328.40
GATEWAY TIRE & SERVICE CENTER	I104415727	12/10/2018	REPAIR FLAT FD7	001-261-630-360	15.00
ATMOS ENERGY	INV0028046	12/12/2018	3055511080 FIRESTATION 1	001-261-625-380	941.98
WATERS TRUCK & TRACTOR CO. INC.	01P154254	12/12/2018	LOCK ASSY	001-261-630-360	138.35
STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-261-625-380	984.32

Outstanding Total: 17,413.34

Department 261 - FIRE DEPARTMENT Total: 17,413.34

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-281-604-330	131.83
MAXXSOUTH BROADBAND	INV0027974	12/11/2018	8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
GOLDEN TRIANGLE PLANNING & DEVELOPM	1027112018	12/10/2018	MONTHLY BILLING FOR BOA ADDRESSING	001-281-691-550	365.00
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-281-604-330	77.33

Outstanding Total: 602.27

Department 281 - BUILDING/CODES OFFICE Total: 602.27

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-290-625-380	27.85
----------------------	------------	------------	-----------------------	-----------------	-------

Outstanding Total: 27.85

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 27.85

Department: 301 - STREET DEPARTMENT

Outstanding

STARKVILLE AUTO PARTS	118233	12/12/2018	14 QTS OIL, 2 FILTERS	001-301-630-400	114.76
STARKVILLE AUTO PARTS	118190	12/12/2018	2 QTS OIL	001-301-630-400	13.98
STARKVILLE AUTO PARTS	118288	12/12/2018	SPARK PLUGS 6	001-301-630-400	86.94
STARKVILLE AUTO PARTS	118431	12/12/2018	9 GALLONS OIL	001-301-630-400	143.55
STARKVILLE AUTO PARTS	118928	12/12/2018	2 AIR FILTERS	001-301-630-400	247.98
IVY AUTO PARTS, LLC.	601298	12/11/2018	BATTERY	001-301-630-360	142.99
IVY AUTO PARTS, LLC.	601305	12/11/2018	batter	001-301-630-360	393.98
BELL BUILDING SUPPLY, INC.	241304	12/07/2018	FLAG STAKES, BIT HOLDERS, TWINE, GLOVES	001-301-555-250	143.48
STARKVILLE AUTO PARTS	118974	12/12/2018	2 HYDRAULIC FLUID	001-301-630-400	79.90
BASICS, INC. A Trade America Company	22968	12/07/2018	FORKS, SPOON, SHOP TOWEL	001-301-555-250	247.47
THOMPSON MACHINERY	PC1102668031	12/12/2018	ELEMENT AND FILTER	001-301-630-400	40.26
APAC-MISSISSIPPI, INC	4000083282	12/06/2018	2.74 TONS ST 9.5MM RA[	001-301-560-270	201.39
TERRY'S GARAGE & REPAIRS, LLC	1374	12/12/2018	REPAIR WATER LEAK ON BACK OF MOTOR	001-301-630-360	397.77

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BASICS, INC. A Trade America Company	22972	12/07/2018	CASE OF SPRAY 9, CASE OF AA	001-301-555-250	110.11
WATERS TRUCK & TRACTOR CO. INC.	01P153477	12/12/2018	3 WAY VALVE	001-301-630-360	55.95
BELL BUILDING SUPPLY, INC.	241802	12/09/2018	DRYWALL, CRIMP WHEEL,	001-301-555-250	8.74
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-301-604-330	50.29
SULLIVAN'S OFFICE SUPPLY, INC.	40163	12/12/2018	WRITING PAD, PENS, PERM MARKER	001-301-501-200	41.18
SHERWIN WILLIAMS CO.	7136-4	12/12/2018	RED PAINT AND 2 FOAM BRUSHES	001-301-565-272	23.42
CINTAS	215378884	12/10/2018	STREET 11.27.18	001-301-501-200	86.81
BELL BUILDING SUPPLY, INC.	242241	12/07/2018	2 PADLOCKS, 4 KEY RINGS	001-301-555-250	25.50
POWERSTROKE EQUIPMENT SALES & SVC	3401	12/12/2018	BAR OIL, SAW CHAINS, FILING STONE PACK, MIX OIL,	001-301-630-400	249.87
CINTAS FIRST AID & SAFETY	5012288069	12/10/2018	IBUPROFEN, COUGH DROPS, COLD EZE, SVC CHGE	001-301-555-250	123.30
G&C SUPPLY CO., INC	6718421	12/10/2018	40 18X6 WHITE BLANK SIGNS, 24X6 WHITE BLANK, 30 36	001-301-565-272	796.40
G&C SUPPLY CO., INC	6718422	12/10/2018	33 18X6 WHITE BLANK SIGNS	001-301-565-272	221.10
OKTIBBEHA COUNTY COOPERATIVE	468136	12/12/2018	SCOOP #12 POLY	001-301-555-250	29.99
SHERWIN WILLIAMS CO.	7251-1	12/12/2018	4 FLAT BLACK PAINT	001-301-565-272	29.16
SHERWIN WILLIAMS CO.	7252-9	12/12/2018	ONE FLAT BLACK	001-301-565-272	7.29
BELL BUILDING SUPPLY, INC.	242620	12/09/2018	MAILBOX	001-301-555-250	20.09
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-301-604-330	77.33
MMC MATERIALS, INC.	574607	12/11/2018	1 CY 3000 PSI STR	001-301-560-270	124.00
CINTAS	215380911	12/10/2018	STREET 12.04.18	001-301-501-200	47.64
SHERWIN WILLIAMS CO.	2964-9	12/12/2018	PAINT, BLACK FOAM ROLLERS, TRAY LINERS, 3 FRA	001-301-565-272	273.25
POWERSTROKE EQUIPMENT SALES & SVC	3412	12/12/2018	SAW CHAINS, POLES AW CHAINS	001-301-630-400	93.96
Outstanding Total:					4,749.83
Department 301 - STREET DEPARTMENT Total:					4,749.83
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-302-625-380	528.18
STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-302-625-380	38.50
Outstanding Total:					566.68
Department 302 - STREET LIGHTING Total:					566.68
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	001-360-604-330	37.41
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	001-360-604-330	77.33
Outstanding Total:					114.74
Department 360 - ANIMAL CONTROL Total:					114.74
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CINTAS-PARKS	215361559	12/10/2018	WEEKLY MAT CLEANING	001-550-501-208	41.11
CINTAS-PARKS	215365487	12/10/2018	WEEKLY MATT CLEANING 10.10.18	001-550-501-208	41.11
RACKLEY OIL INC.	120185	12/12/2018	GAS	001-550-501-204	402.04
PITNEY GLOBAL-LEASE	3307480130	12/12/2018	0012564714/ PARKS 12/20-03/19/49 LEASE	001-550-600-330	281.07
AMERICAN SOCCER CO. INC	6548179	12/12/2018	BASKETBALL GAME PLANNERS -100	001-550-501-415	1,166.75
VERIZON WIRELESS	9818609555	12/12/2018	PARKS ACCT#442043719-00001	001-550-600-330	915.84

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3053424	12/12/2018	4 CASES TISSUE, 3 CASES TOWELS	001-550-501-208	340.38
LOWE'S- PARKS	901784	12/11/2018	3 PLY SHEETING	001-550-630-426	102.35
LOWE'S- PARKS	902885	12/11/2018	3 PLY SHEETING	001-550-630-426	102.35
M&K LAWN CARE, LLC - JOHN MITCHELL MAROLT	585	12/11/2018	HAZARDOUS TREE REMOVAL	001-550-600-300	600.00
RACKLEY OIL INC.	496318	12/12/2018	GAS	001-550-501-204	57.03
LOWE'S- PARKS	910727	12/11/2018	2 GREAT TUFF STUFF, 3 WALL TUBE INSURS, FRZ CAP	001-550-630-426	38.78
K&K INSURANCE GROUP	INV0027973	12/11/2018	YOUTH BASKETBALL LEAGUE INSURANCE	001-550-600-360	1,575.61
ATMOS ENERGY	INV0028045	12/12/2018	3018222235 PARKS	001-550-600-340	177.70
CINTAS FIRST AID & SAFETY	5012288067	12/10/2018	ELASTIC STRIPS, PAIN AWAY TABS, SINUS RELIEF, PEPT	001-550-501-200	132.91
ROBERSON FLOOR, INC	8683	12/12/2018	REFINISH BASKETBALL COURT AND STAGE	001-550-630-426	4,100.00
ROBERSON FLOOR, INC	8685	12/12/2018	REFINISH RACQUETBALL COURT	001-550-630-426	1,600.00
LOWE'S- PARKS	901977	12/11/2018	BROOM, DUST PAN, UTILITY FAN HEATER, QUIKRETE	001-550-630-426	56.32
HOWELL'S PEST CONTROL	11.28.18	12/11/2018	SPORTSPLEX 11.28.18	001-550-630-426	40.00
RACKLEY OIL INC.	120159	12/12/2018	GAS	001-550-501-204	13.78
CINTAS-PARKS	215379439	12/10/2018	WEEKLY MAT CLEANING 11.28.18	001-550-501-208	41.11
NEWELL PAPER COMPANY	3053964	12/12/2018	TOWELS, SCREENS, BOWL CLIPS, BUG SPRAY, SOAP	001-550-501-208	195.60
LOWE'S- PARKS	901301	12/11/2018	UTILITY FAN HEATER, KOBALT 2 SPEED SCREWDRIVER	001-550-501-200	59.53
OKTIBBEHA COUNTY COOPERATIVE	468335	12/12/2018	POST DRIVER 3" FARMEX	001-550-555-250	24.99
RACKLEY OIL INC.	496625	12/12/2018	GAS	001-550-501-204	14.56
LOWE'S- PARKS	901546	12/11/2018	OSB SHEETING, 3 PC KNIFE SE	001-550-630-426	43.88
EAST MISSISSIPPI LUMBER CO	A46899	12/10/2018	SLEDGE FIBERGLASS HANDLE 10LB, 2X4S	001-550-600-370	37.56
RACKLEY OIL INC.	496726	12/12/2018	GAS	001-550-501-204	44.00
WAI-MART-GENERAL CITY	04546	12/12/2018	PRIZES FOR SENIORS ACTIVITIES, CHRISTMAS DECORATIO	001-550-600-355	464.55
COMMERCIAL DISPATCH, THE	11.30.18	12/10/2018	ADVERTISING BY DEPT.	001-550-600-350	81.00
CADENCE VISA	INV0027786C	12/10/2018	ACADEMY/TAX ON BAG TOSS REMOVED	001-550-501-220	-7.00
WAUKAWAY DISTRIBUTORS, INC	48746	12/12/2018	BOTTLED WATER	001-550-501-200	32.40
HELENA CHEMICAL COMPAN	62088778	12/11/2018	15 UNITS DREXEL, ROUND UP, SPRY INDICATOR	001-550-636-110	1,774.00
LOWE'S- PARKS	907344	12/11/2018	ORNAMENT HOOKS, ORNAMENTS	001-550-600-355	33.40
CINTAS-PARKS	215381435	12/10/2018	WEEKLY MAT CLEANING 12.05.18	001-550-501-208	41.11
ATMOS ENERGY	INV0028044	12/12/2018	3019958172 PARKS	001-550-600-340	160.94
COOPER CLEMENT	INV0027946	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	100.00
TODD GARNER	INV0027947	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	100.00
JOHN MITCHELL	INV0027948	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	100.00
DHEER MANISH PATEL	INV0027949	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	100.00
CHRISTOPHER KITCHENS	INV0027950	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	60.00
LEONARDO THOMPSON	INV0027951	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	60.00
CALVIN WARE -1099	INV0027952	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	60.00

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RICHARD E. HILL	INV0027953	12/06/2018	CONTRACT LABOR/FLAG FOOTBALL 11/7-11/26/18	001-550-600-320	40.00
MIKE GOREE	INV0027955	12/09/2018	CONTRACT LABOR 11/23-12/6/18/ SANTA CLAUS	001-550-600-320	390.00
DIANE CLARK	INV0027957	12/09/2018	CONTRACT LABOR 11/23-12/6/18/DANCE INSTRUCTOR	001-550-600-320	125.00
KENNEDI AKINS	INV0027958	12/09/2018	CONTRACT LABOR 11/23-12/6/18/ASST PROG. COORDINATO	001-550-600-320	180.00
RONALD JOHNSON JR.	INV0027959	12/09/2018	CONTRACT LABOR 11/23-12/6/18/MAINTENANCE	001-550-600-320	670.00
CHRISTOPHER ANDRE CLARK	INV0027960	12/09/2018	CONTRACT LABOR 11/23-12/6/18/OFFICE ASSISTANT	001-550-600-320	130.00
ROBERT EARLE GANDY JR.	INV0027961	12/09/2018	CONTRACT LABOR 11/23-12/6/18/MAINTENANCE	001-550-600-320	396.00
JOE DAN BAKER	INV0027962	12/09/2018	CONTRACT LABOR 11/23-12/6/18/MAINTENANCE	001-550-600-320	649.00
STARKVILLE UTILITIES	INV0028040	12/12/2018	UTILITY BILLS BY DEPT	001-550-600-340	6,815.44
WILLIAM POCHOP	INV0028042	12/12/2018	REIMB TRAVEL EXPENSE/NEW ORLEANS TRIP	001-550-610-350	194.10
BSN SPORTS	903613633	12/09/2018	WRISTBANDS, BASKETBALLS,	001-550-501-415	450.88
SULLIVAN'S OFFICE SUPPLY, INC.	40211	12/12/2018	REAM OF PINK COPY PAPER	001-550-501-200	5.99

Outstanding Total: 25,453.17

Department 550 - PARKS AND REC DEPARTMENT Total: 25,453.17

Department: 600 - CAPITAL PROJECTS

Outstanding

PHILLIPS CONTRACTING COMPANY, INC.	INV0027980	12/12/2018	ARC MILL STREET IMPROVEMENTS APP #2	001-600-912-853	22,562.11
PHILLIPS CONTRACTING COMPANY, INC.	INV0027980	12/12/2018	ARC MILL STREET IMPROVEMENTS APP #2	001-600-912-854	90,248.45
TERRY STIDHAM CONSTRUCTION	INV0028039	12/12/2018	OKT-MONTGOMERY SIDEWALK CONNECTION-PRJ	001-600-903-516	5,011.00

Outstanding Total: 117,821.56

Department 600 - CAPITAL PROJECTS Total: 117,821.56

Department: 900 - INTERFUND TRANSACTIONS

Outstanding

OKTIBBEHA COUNTY	25338	12/12/2018	JONES WALKER #961247 PROJECT HIPPO	001-900-990-998	460.00
------------------	-------	------------	------------------------------------	-----------------	--------

Outstanding Total: 460.00

Department 900 - INTERFUND TRANSACTIONS Total: 460.00

Fund 001 - GENERAL FUND Total: 264,329.22

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	015-505-604-330	50.29
MAXXSOUTH BROADBAND	INV0027976	12/11/2018	8282 41 101 0557107 AIRPOR	015-505-600-338	144.95
WAI-MART-GENERAL CITY	04845	12/12/2018	INVOICE BOOKS, FOAM CUPS, COFFEE	015-505-541-237	22.66
BASICS, INC. A Trade America Company	22999	12/07/2018	2 CASES TOWELS	015-505-541-237	58.58
REBEL SERVICES, LLC	3841	12/12/2018	WATER DETECTION KIT AND SYRINGE	015-505-570-273	32.02
CLARK BEVERAGE GROUP, IN	796288	12/10/2018	SOFT DRINKS	015-505-691-550	148.32
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	015-505-604-330	77.33
EASTERN AVIATION FUELS	R3054596	12/10/2018	JET TRUCK RENT, AVGAS TRUCK RENT	015-505-600-322	800.00
RACKLEY OIL INC.	496853	12/12/2018	REGULAR UNLEADED GAS	015-505-525-231	76.33
EASTERN AVIATION FUELS	3057607	12/10/2018	JET A FUEL WITH ADDITIVE- 8011 UNITS	015-505-525-233	18,441.16

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QT POD	73384	12/12/2018	GOLD SERVICE AGREEMENT-1 YEAR	015-505-600-338	1,095.00
Outstanding Total:					20,946.64
Department 505 - AIRPORT Total:					20,946.64
Fund 015 - AIRPORT FUND Total:					20,946.64

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

H&O TRUCKS & TRAILER REPAIR L.L.C.	59369	12/11/2018	TRUCK #94 NEEDED AIR DRYE	022-322-630-360	596.34
CITY ALIGNMENT SERVICE	69456	12/10/2018	TRUCK #88 MOTOR RESISTOR, SHIFTER CONTROL,	022-322-630-360	721.71
GATEWAY TIRE & SERVICE CENTER	I104389255	12/10/2018	TRUCK #42 FIXED FLAT	022-322-630-360	36.50
H&O TRUCKS & TRAILER REPAIR L.L.C.	59430	12/11/2018	TRUCK #95 BRAKE, AIR KNOB AND WINSHIELD WIPER	022-322-630-360	732.55
GATEWAY TIRE & SERVICE CENTER	I104392793	12/10/2018	TRUCK #41 -PURCHASE 3 NEW TIRES	022-322-630-360	896.11
GATEWAY TIRE & SERVICE CENTER	I104399394	12/10/2018	TRUCK #98 4 NEW TIRES AND SERVICE CALL	022-322-630-360	681.48
GATEWAY TIRE & SERVICE CENTER	I104400515	12/10/2018	TRUCK #98 FIXED FLAT	022-322-630-360	65.00
CSPIRE WIRELESS	11.25.18	12/10/2018	CELL PHONE BILLS BY DEPT	022-322-604-330	128.30
BULLDOG TOWING & RECOVERY	38771	12/09/2018	TRUCK #98 GOING TO H&O	022-322-630-360	350.00
WAI-MART-GENERAL CITY	04034	12/12/2018	POINTSETTA, GIFT WRAP, GOLD BELL, 12" HOOK	022-322-501-200	16.30
CINTAS	215378885	12/10/2018	SANITATION 11.27.18	022-322-535-233	50.62
CINTAS	215378885	12/10/2018	SANITATION 11.27.18	022-322-600-300	23.40
STARKVILLE AUTO PARTS	119244	12/12/2018	CAMPER TOP SEAL	022-322-555-250	29.49
GATEWAY TIRE & SERVICE CENTER	I104407270	12/10/2018	TRUCK #96 OIL CHANGE	022-322-630-360	42.90
GATEWAY TIRE & SERVICE CENTER	I104407506	12/10/2018	TRUCK #100 OIL CHANGE	022-322-630-360	94.55
GATEWAY TIRE & SERVICE CENTER	I104407602	12/10/2018	TRUCK #43 -NEW TIRE AND OUTSIDE MOUNT	022-322-630-360	272.49
SULLIVAN'S OFFICE SUPPLY, INC.	40292	12/12/2018	GRAY PAPER, TAPE DISPENSER, CERTIF. SEALS, PA	022-322-501-200	72.87
H&O TRUCKS & TRAILER REPAIR L.L.C.	59501	12/11/2018	TRUCK #98 WATER PUMP	022-322-630-360	1,211.69
TERRY'S GARAGE & REPAIRS, LLC	1414	12/12/2018	REPAIR OIL LEAK TRANSMISSION TRUCK #43	022-322-630-360	205.84
SULLIVAN'S OFFICE SUPPLY, INC.	40340	12/12/2018	5 CERTIFICATE HOLDERS	022-322-501-200	20.96
OKTIBBEHA COUNTY COOPERATIVE	468688	12/12/2018	CARHART COAT	022-322-535-233	92.32
OKTIBBEHA COUNTY COOPERATIVE	468689	12/12/2018	KEY INSULATED COVERALLS	022-322-535-233	67.45
GATEWAY TIRE & SERVICE CENTER	I104410806	12/10/2018	TRUCK #42 -4 NEW TIRES	022-322-630-360	1,168.60
CSPIRE BUSINESS SOLUTIONS	1367362	12/11/2018	CSBS-643956 CIRCUIT# 110245208	022-322-604-330	77.33
OKTIBBEHA COUNTY COOPERATIVE	456867	12/12/2018	JEANS, RAIN JACKETS, DUCK PANTS	022-322-535-233	309.07
GTR SOLID WASTE MGMT. AUTH	11.30.18	12/11/2018	NOVEMBER 2018 SOLID WASTE TICKETS	022-322-600-379	35,668.89
CINTAS	215380912	12/10/2018	SANITATION 12.04.18	022-322-535-233	13.58
CINTAS	215380912	12/10/2018	SANITATION 12.04.18	022-322-600-300	23.40
CITY OF STARKVILLE SANITATION	INV0027966	12/10/2018	QTRLY ADMIN FEES FOR SANITATION	022-322-600-333	12,500.00

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PLUM CREEK ENVIRONMENTAL TECHNOLO	8460	12/12/2018	4 -6CY FRONT LOAD SLANTS, 3-4CY FRONT LOAD SLANTS,	022-322-918-805	5,180.00
Outstanding Total:					61,349.74
Department 322 - SANITATION DEPARTMENT Total:					61,349.74

Department: 325 - RUBBISH

Outstanding

OKTIBBEHA COUNTY COOPERATIVE	461699	12/12/2018	RAIN SHOE, ASCEND JACKET	022-325-535-233	82.29
Outstanding Total:					82.29
Department 325 - RUBBISH Total:					82.29

Department: 341 - LANDSCAPING

Outstanding

OKTIBBEHA COUNTY COOPERATIVE	456911	12/12/2018	JACKET & SLOGGER RAIN SHO	022-341-535-233	61.55
BELL BUILDING SUPPLY, INC.	241589	12/09/2018	CAM AND BATTERIES	022-341-555-250	22.27
SGK LANDSCAPES, LLC	INV0028037	12/12/2018	MONTHLY MEDIAN MAINTENANCE	022-341-600-338	708.77
SGK LANDSCAPES, LLC	ST22598	12/12/2018	MONTHLY MEDIAN MAINT. FOR HWY 12	022-341-600-338	1,654.20
Outstanding Total:					2,446.79
Department 341 - LANDSCAPING Total:					2,446.79
Fund 022 - SANITATION Total:					63,878.82

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

NEEL-SCHAFER	1055174	12/12/2018	CONSULTANT FEES-LANDFILL- OCT. 18	023-323-600-338	592.50
ROCK HILL WATER ASSOCIATION	INV0028036	12/12/2018	WATER BILL	023-323-625-380	57.00
Outstanding Total:					649.50
Department 323 - LANDFILL Total:					649.50
Fund 023 - LANDFILL ACCOUNT Total:					649.50

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKTIBBEHA COUNTY	961246	12/12/2018	JONES WALKER 961246	303-600-600-330	2,300.00
OKTIBBEHA COUNTY	1055180A	12/12/2018	NEEL SCHAFER 1055180A	303-600-600-309	6,822.73
OKTIBBEHA COUNTY	1055180B	12/12/2018	NEEL SCHAFER #1055180B- OCT. 18 IND. PARK	303-600-600-309	70.42
OKTIBBEHA COUNTY	PAY APP 4	12/12/2018	WEATHER'S PAY APP. 4	303-600-600-330	4,761.46
Outstanding Total:					13,954.61
Department 600 - CAPITAL PROJECTS Total:					13,954.61
Fund 303 - INDUSTRIAL PARK BOND Total:					13,954.61

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

GROUNDSTONE CONSTRUCTION	291-10	12/11/2018	WILLOW BEND DRNG IMP./PAVED FLUME PROJ 18038	319-600-948-854	4,910.00
Outstanding Total:					4,910.00
Department 600 - CAPITAL PROJECTS Total:					4,910.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					4,910.00

Expense Approval Report

Post Dates: 12/06/2018 - 12/12/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	8984	12/10/2018	18-367 CORNERSTONE MASTER PLAN	375-551-907-942	2,200.00
Outstanding Total:					2,200.00
Department 551 - PARK & REC TOURISM Total:					2,200.00
Fund 375 - PARK AND REC TOURISM Total:					2,200.00
Grand Total:					370,868.79

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	264,329.22	2,144.50
015 - AIRPORT FUND	20,946.64	0.00
022 - SANITATION	63,878.82	0.00
023 - LANDFILL ACCOUNT	649.50	0.00
303 - INDUSTRIAL PARK BOND	13,954.61	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	4,910.00	0.00
375 - PARK AND REC TOURISM	2,200.00	0.00
Grand Total:	370,868.79	2,144.50

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	150.87	0.00
001-000-070-251	FUEL INVENTORY	16,809.06	0.00
001-000-149-691	MUNICIPAL COURT BON	941.00	941.00
001-000-160-697	DONATION FIRE	311.40	0.00
001-000-160-698	DONATION POLICE	50.00	0.00
001-100-604-330	COMMUNICATIONS	264.24	0.00
001-100-610-350	TRAVEL / TRAINING	1,257.25	852.25
001-110-501-200	SUPPLIES	5.35	0.00
001-110-604-330	COMMUNICATIONS	142.87	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,333.33	0.00
001-120-604-330	COMMUNICATIONS	105.46	0.00
001-120-610-350	TRAVEL AND CONFEREN	256.75	121.75
001-123-604-330	COMMUNICATIONS	1,756.75	0.00
001-123-691-550	MISCELLANEOUS	21.00	0.00
001-123-918-805	MACHINERY AND EQUIP	1,699.00	0.00
001-145-501-200	SUPPLIES	184.19	0.00
001-145-604-330	POSTAGE/COPIER/PHON	155.75	0.00
001-145-610-350	TRAVEL/TRAINING	229.50	229.50
001-145-690-556	OTHER DUES / FEES	0.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	10,347.50	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	2,325.40	0.00
001-180-600-320	DRUG/BACKGROUND C	30.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	78.41	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	730.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	241.43	0.00
001-190-918-807	OFFICE EQUIPMENT/SO	7,000.00	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	175.00	0.00
001-192-510-220	SUPPLIES	168.88	0.00
001-192-625-380	UTILITIES	2,303.02	0.00
001-192-630-403	REPAIRS TO BUILDING	2,953.27	0.00
001-196-630-402	REPAIRS & MAINT - ODD	2,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	58.70	0.00
001-197-604-330	COMMUNICATIONS	695.41	0.00
001-201-501-200	OFFICE SUPPLIES	336.55	0.00
001-201-525-231	GAS & OIL	201.12	0.00
001-201-535-233	UNIFORMS	6,333.54	0.00
001-201-541-237	PRISONER JAIL EXPENSE	11,070.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	109.00	0.00
001-201-556-251	POLICE SUPPLIES	266.50	0.00
001-201-600-300	PROFESSIONAL SERVICE	38.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	3,944.09	0.00
001-201-625-380	UTILITIES	3,631.70	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	3,708.82	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-426	BUILDING MAINTENANC	2,125.00	0.00
001-201-690-552	POLICE TRAINING/EDUC	325.00	0.00
001-201-691-550	MISCELLANEOUS	-32.33	0.00
001-201-918-805	MACHINERY AND EQUIP	6,707.00	0.00
001-261-501-200	OFFICE AND JANITORIAL	99.90	0.00
001-261-510-220	SUPPLIES - TOOLS	120.08	0.00
001-261-525-231	GAS & OIL	671.96	0.00
001-261-535-233	UNIFORMS	362.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	570.78	0.00
001-261-558-269	BUILDING MAINTENANC	466.42	0.00
001-261-600-390	FIRE TRAINING	395.00	0.00
001-261-600-430	UNIFORM CLEANING	182.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	640.95	0.00
001-261-625-380	UTILITIES	2,815.45	0.00
001-261-630-360	SHOP REPAIRS & MAINT	3,286.90	0.00
001-261-691-550	MISCELLANEOUS	81.00	0.00
001-261-730-545	HOMELAND SECURITY G	7,720.90	0.00
001-281-604-330	COPIER/PHONES/IPADS/	237.27	0.00
001-281-691-550	MISCELLANEOUS	365.00	0.00
001-290-625-380	UTILITIES / CODE RED	27.85	0.00
001-301-501-200	SUPPLIES	175.63	0.00
001-301-555-250	SUPPLIES & SMALL TOO	708.68	0.00
001-301-560-270	CONSTRUCTION MATERI	325.39	0.00
001-301-565-272	STREETS SIGNS & PAINT	1,350.62	0.00
001-301-604-330	COMMUNICATIONS	127.62	0.00
001-301-630-360	SHOP REPAIRS & MAINT	990.69	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,071.20	0.00
001-302-625-380	UTILITIES	566.68	0.00
001-360-604-330	COMMUNICATIONS	114.74	0.00
001-550-501-200	OFFICE SUPPLIES	230.83	0.00
001-550-501-204	GAS & OIL	531.41	0.00
001-550-501-208	JANITORIAL FEES	700.42	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	-7.00	0.00
001-550-501-415	SPORTS PROGRAMS	1,617.63	0.00
001-550-555-250	SMALL EQUIPMENT	24.99	0.00
001-550-600-300	PROFESSIONAL SERVICE	600.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	3,160.00	0.00
001-550-600-330	COMMUNICATIONS / PH	1,196.91	0.00
001-550-600-340	UTILITIES	7,154.08	0.00
001-550-600-350	ADVERTISING	81.00	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	497.95	0.00
001-550-600-360	INSURANCE	1,575.61	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	37.56	0.00
001-550-610-350	TRAVEL/TRAINING	194.10	0.00
001-550-630-426	BUILDING MAINT/REPAI	6,083.68	0.00
001-550-636-110	FIELD IMPROVEMENTS/	1,774.00	0.00
001-600-903-516	ADA SIDEWALKS	5,011.00	0.00
001-600-912-853	ARC GRANT MATCH	22,562.11	0.00
001-600-912-854	MILL STREET	90,248.45	0.00
001-900-990-998	CONTINGENCY FUND	460.00	0.00
015-505-525-231	GAS & OIL	76.33	0.00
015-505-525-233	JET A FUEL PURCHASES	18,441.16	0.00
015-505-541-237	OPERATING SUPPLIES	81.24	0.00
015-505-570-273	VEHICLE REPAIR PARTS	32.02	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	1,239.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	127.62	0.00
015-505-691-550	MISCELLANEOUS	148.32	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-501-200	OFFICE SUPPLIES	110.13	0.00
022-322-535-233	UNIFORMS	533.04	0.00
022-322-555-250	SUPPLIES & SMALL TOO	29.49	0.00
022-322-600-300	PROFESSIONAL SERVICE	46.80	0.00
022-322-600-333	ADMINISTRATIVE SERVI	12,500.00	0.00
022-322-600-379	LANDFILL FEES	35,668.89	0.00
022-322-604-330	COMMUNICATIONS	205.63	0.00
022-322-630-360	SHOP REPAIRS & MAINT	7,075.76	0.00
022-322-918-805	MACHINERY/EQUIP/DU	5,180.00	0.00
022-325-535-233	UNIFORMS	82.29	0.00
022-341-535-233	UNIFORMS	61.55	0.00
022-341-555-250	SUPPLIES & SMALL TOO	22.27	0.00
022-341-600-338	HWY 12 MAINT/RUSSEL	2,362.97	0.00
023-323-600-338	CONTRACT / PROF SERVI	592.50	0.00
023-323-625-380	UTILITIES	57.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	6,893.15	0.00
303-600-600-330	IND PARK CONSTRUCTIO	7,061.46	0.00
319-600-948-854	DRAINAGE IMPROVEME	4,910.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	2,200.00	0.00
	Grand Total:	370,868.79	2,144.50

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	343,396.68	2,144.50
17049	22,562.11	0.00
18038	4,910.00	0.00
	Grand Total:	370,868.79



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 the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 1
RUN DATE 12/11/18 03:53 PM

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												
RFP 6 -	12/10/18	12/10/18	0 SCADA Upgrade		12/19/18	11187.50	.00	CHK				
VENDOR TOTAL:						11187.50						
VENDOR: 57 ALLIED UNIVERSAL CORPORATION												
1017,1018,1019,1	12/10/18	12/10/18	2560 supplies		12/19/18	3150.00	.00	ACH				
VENDOR TOTAL:						3150.00						
VENDOR: 122 ARMICHEM INTERNATIONAL CORP												
1609405	12/10/18	12/10/18	2620 supplies		12/19/18	375.99	.00	ACH				
VENDOR TOTAL:						375.99						
VENDOR: 152 BUGS-B-GONE												
2019 FEES	12/07/18	12/07/18	0 Pest control		12/19/18	1594.68	.00	ACH				
312572, 313349	12/07/18	12/07/18	0 Pest control		12/19/18	135.00	.00	ACH				
VENDOR TOTAL:						1729.68						
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE												
655426 -	12/01/18	12/11/18	0 Loan-Mini Excavator		12/19/18	3799.59	.00	CHK				
VENDOR TOTAL:						3799.59						
VENDOR: 202 BELL BUILDING SUPPLY												
242981	12/10/18	12/10/18	2641 supplies		12/19/18	19.59	.00	ACH				
VENDOR TOTAL:						19.59						
VENDOR: 220 CENTRAL PIPE SUPPLY												
6	12/10/18	12/10/18	2384 supplies		12/19/18	403.02	.00	ACH				
61970	12/10/18	12/10/18	2606 parts		12/19/18	789.65	.00	ACH				
VENDOR TOTAL:						1192.67						
VENDOR: 227 BULLDOG TOWING, LLC												
3184271	12/07/18	12/07/18	2628 repair		12/19/18	1078.00	.00	CHK				
VENDOR TOTAL:						1078.00						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 2
RUN DATE 12/11/18 03:53 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 307 CITY OF STARKVILLE													
DEC 2018-STREET	12/10/18		0 Reimb Street Dept Salaries		12/19/18	535.50	.00	CHK					
NOV 2018-EXP	12/07/18		0 Due to City - Nov 2018		12/19/18	1247.05	.00	CHK					
NOV 2018-SALARY	12/07/18		0 Reimb 60% of L Brown Salary		12/19/18	2935.57	.00	CHK					
VENDOR TOTAL:						4718.12							
VENDOR: 341 CDW GOVERNMENT, INC													
10154334	12/10/18	2614	software		12/19/18	2000.00	.00	ACH					
VENDOR TOTAL:						2000.00							
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY													
3184050	12/10/18	2629	Part		12/19/18	4980.00	.00	CHK					
3184144,3184124	12/10/18	2633	Parts		12/19/18	423.00	.00	CHK					
3184169	12/07/18	2607	Parts		12/19/18	2358.00	.00	CHK					
VENDOR TOTAL:						7761.00							
VENDOR: 449 ENERGY TECHNICAL SERVICES													
5893	12/10/18	2618	services		12/19/18	625.00	.00	CHK					
5903	12/10/18	2618	Services		12/19/18	625.00	.00	CHK					
VENDOR TOTAL:						1250.00							
VENDOR: 496 EAST MISS LUMBER													
04244	12/10/18	2654	Supplies		12/19/18	99.98	.00	CHK					
VENDOR TOTAL:						99.98							
VENDOR: 604 FASTENAL													
81656	12/10/18	2636	Supplies		12/19/18	236.15	.00	ACH					
81957	12/10/18	2624	supplies		12/19/18	2219.92	.00	ACH					
VENDOR TOTAL:						2456.07							
VENDOR: 606 4-COUNTY EPA													
11/01-12/02/18	12/10/18		0 Utilities expense		12/19/18	10937.41	.00	CHK					
VENDOR TOTAL:						10937.41							

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 3
RUN DATE 12/11/18 03:53 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 620 G & C SUPPLY CO., INC.										
6717001	12/10/18	2497 parts		12/19/18	169.00	.00	ACH			
6717625, 6717175	12/10/18	2570 Parts		12/19/18	42086.38	.00	ACH			
6718594	12/07/18	2545 Parts		12/19/18	523.92	.00	ACH			
6719027	12/07/18	2611 Parts		12/19/18	2187.00	.00	ACH			
VENDOR TOTAL:					44966.30					
VENDOR: 622 GRAHAM ROOFING INC										
6039	12/10/18	2585 Repair		12/19/18	336.54	.00	ACH			
VENDOR TOTAL:					336.54					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
4628	12/10/18	2616 tire repair		12/19/18	15.00	.00	CHK			
VENDOR TOTAL:					15.00					
VENDOR: 1168 LEE'S PRECAST CONCRETE										
118688	12/10/18	2623 parts		12/19/18	630.00	.00	CHK			
VENDOR TOTAL:					630.00					
VENDOR: 1192 LYLE MACHINERY										
W05171	12/10/18	2458 Repair		12/19/18	1289.54	.00	ACH			
VENDOR TOTAL:					1289.54					
VENDOR: 1296 MWPCOA										
4764-12/07/18	12/07/18	0 Membership Renewal -Thomas W		12/19/18	150.00	.00	CHK			
VENDOR TOTAL:					150.00					
VENDOR: 1322 MMC MATERIALS, INC.										
5729	12/10/18	2625 material		12/19/18	124.00	.00	CHK			
572921	12/07/18	2646 supplies		12/19/18	124.00	.00	CHK			
573653	12/10/18	2646 material		12/19/18	129.00	.00	CHK			
VENDOR TOTAL:					377.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 4
RUN DATE 12/11/18 03:53 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1335 NETWORKFLEET, INC.											
INVE0186425	12/07/18	0 Vehicle services-CITY206		12/19/18	649.56	.00	CHK				
INVEX0186919	12/10/18	0 Vehicle services-CITY206		12/19/18	15.91	.00	CHK				
OSV000001620351	12/10/18	0 Vehicle services-CITY206		12/19/18	454.80	.00	CHK				
VENDOR TOTAL:					1120.27						
VENDOR: 1341 MS DEVELOPMENT AUTHORITY											
12/01/18	12/07/18	0 CAP Loan Payments		12/19/18	22011.45	.00	CHK				
VENDOR TOTAL:					22011.45						
VENDOR: 1392 NUNLEY TRUCKING CO., INC.											
262012829	12/10/18	2568 Supplies		12/19/18	1958.10	.00	CHK				
VENDOR TOTAL:					1958.10						
VENDOR: 1406 NORTHEAST EXTERMINATING											
334990	12/07/18	0 Pest control		12/19/18	125.00	.00	CHK				
VENDOR TOTAL:					125.00						
VENDOR: 1482 ORMAN'S WELDING											
30757	12/10/18	2635 Service		12/19/18	385.00	.00	ACH				
30758	12/10/18	2635 Labor		12/19/18	2545.00	.00	ACH				
VENDOR TOTAL:					2930.00						
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
464760	12/10/18	2604 uniforms		12/19/18	60.81	.00	ACH				
467102	12/10/18	2615 supplies		12/19/18	136.67	.00	ACH				
467347	12/10/18	2651 parts		12/19/18	183.33	.00	ACH				
468599	12/10/18	2582 uniforms		12/19/18	184.53	.00	ACH				
469602	12/10/18	2627 material		12/19/18	37.00	.00	ACH				
VENDOR TOTAL:					602.34						
VENDOR: 1531 O'REILLY AUTO PARTS											
0997-450390	12/10/18	2584 parts		12/19/18	34.50	.00	CHK				
VENDOR TOTAL:					34.50						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 5
RUN DATE 12/11/18 03:53 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1550 PLATINUM CHEMICALS INC										
7088	12/07/18	2649 supplies		12/19/18	895.00	.00	CHK			
VENDOR TOTAL:					895.00					
VENDOR: 1620 POLLAN PROMOS										
5406 5440	12/07/18	2576 Uniforms		12/19/18	463.10	.00	CHK			
VENDOR TOTAL:					463.10					
VENDOR: 1800 RACKLEY OIL, INC.										
496621	12/10/18	2619 Fuel		12/19/18	83.52	.00	ACH			
496632	12/10/18	2619 Fuel		12/19/18	68.88	.00	ACH			
VENDOR TOTAL:					152.40					
VENDOR: 1818 UNITED RENTALS										
159357372	12/10/18	2234 supplies		12/19/18	583.87	.00	CHK			
159575748001	12/10/18	2205 supplies		12/19/18	90.70	.00	CHK			
VENDOR TOTAL:					674.57					
VENDOR: 1884 STARKVILLE GARBAGE										
11/27/18	12/11/18	0 Garbage disposal-600137		12/19/18	85.50	.00	CHK			
VENDOR TOTAL:					85.50					
VENDOR: 1905 STARKVILLE AUTO PARTS										
193243	12/07/18	2542 supplies		12/19/18	59.88	.00	CHK			
193503	12/07/18	2551 Supplies		12/19/18	152.88	.00	CHK			
193613	12/07/18	2563 supplies		12/19/18	179.88	.00	CHK			
195506	12/07/18	2580 parts		12/19/18	458.96	.00	CHK			
VENDOR TOTAL:					851.60					
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY										
61.98	12/10/18	2610 Paper		12/19/18	61.98	.00	ACH			
VENDOR TOTAL:					61.98					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 6
RUN DATE 12/11/18 03:53 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 2018 TRADE AMERICA													
22942	22998	2300	12/07/18			2626	Supplies	12/19/18	446.91	.00	ACH		
22978			12/10/18			2593	supplies	12/19/18	804.90	.00	ACH		
VENDOR TOTAL:						1251.81							
VENDOR: 2019 THORNE REFRIDGERATION INC													
6033			12/10/18			2590	ice machine	12/19/18	3269.00	.00	CHK		
VENDOR TOTAL:						3269.00							
VENDOR: 2104 UPS													
24W1X6478,	6498		12/07/18			0	Postage	12/19/18	64.40	.00	CHK		
VENDOR TOTAL:						64.40							
VENDOR: 2202 WAYPOINT ANALYTICAL													
10/9/18			12/07/18			2479	analysis	12/19/18	234.00	.00	ACH		
1042973			12/10/18			2555	Anaylsis	12/19/18	234.00	.00	ACH		
1043003			12/10/18			2555	Analysis	12/19/18	234.00	.00	ACH		
VENDOR TOTAL:						702.00							
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE													
13825			12/07/18			2645	Parts	12/19/18	1900.00	.00	ACH		
VENDOR TOTAL:						1900.00							
VENDOR: 2210 VERIZON WIRELESS													
9819398895			12/11/18			0	Phone bill	12/19/18	756.57	.00	CHK		
VENDOR TOTAL:						756.57							
VENDOR: 2309 WILLIAMS EQUIPMENT & SUPPLY													
3498116			12/10/18			2330	Equipment-Excavators	12/19/18	52248.96	.00	CHK		
VENDOR TOTAL:						52248.96							
VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION													
611027,	611028		12/11/18			0	Tree removal; repairs	12/19/18	700.00	.00	ACH		
VENDOR TOTAL:						700.00							

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 7
RUN DATE 12/11/18 03:53 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
---------	------	--------	-------------	--------------	------------	-------------------	---------------	------------	----------------	-------------------	---------------	-----

GRAND TOTAL: 192378.53

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 1
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 124 ATMOS ENERGY												
3012612404-12/04	12/10/18		0 Utility Billing		12/19/18	1546.82	.00	ACH				
VENDOR TOTAL:						1546.82						
VENDOR: 125 AT & T												
1007 - 12/01/18	12/11/18		0 Phones		12/19/18	128.72	.00	CHK				
3600 - 11/22/18	12/05/18		0 Phone bill		12/19/18	165.30	.00	CHK				
5039 - 11/22/18	12/05/18		0 Phone bill		12/19/18	676.29	.00	CHK				
VENDOR TOTAL:						970.31						
VENDOR: 131 ALTEC INDUSTRIES, INC.												
11061930	12/10/18		8330 Tools		12/19/18	451.50	.00	ACH				
VENDOR TOTAL:						451.50						
VENDOR: 146 AT&T												
1737 - 11/09/18	12/05/18		0 Phone/internet bill		12/19/18	44.23	.00	CHK				
VENDOR TOTAL:						44.23						
VENDOR: 202 BELL BUILDING SUPPLY												
1887,3160	12/10/18		8412 Parts		12/19/18	54.15	.00	ACH				
VENDOR TOTAL:						54.15						
VENDOR: 232 BRADLEY BAGWELL												
NOV 2018	12/10/18		0 Meter reading		12/19/18	18730.73	.00	ACH				
VENDOR TOTAL:						18730.73						
VENDOR: 280 CFM												
0214700	12/10/18		0 Tax Forms		12/19/18	97.85	.00	CHK				
VENDOR TOTAL:						97.85						
VENDOR: 303 C SPIRE WIRELESS												
11/01-11/30/18	12/10/18		0 Phone bill		12/19/18	653.77	.00	CHK				
VENDOR TOTAL:						653.77						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 2
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN										
DEC 2018	12/07/18	0 Tax Equivalency		12/19/18	113750.00	.00	CHK			
NOV 2018-ADMIN	12/07/18	0 Administrative Fees		12/19/18	12450.51	.00	CHK			
OCT 2018-ADMIN	12/07/18	0 Administrative Fees		12/19/18	9071.65	.00	CHK			
VENDOR TOTAL:					135272.16					
VENDOR: 307 CITY OF STARKVILLE										
NOV 2018-EXP	12/07/18	0 Due to City - Nov 2018		12/19/18	335.39	.00	CHK			
VENDOR TOTAL:					335.39					
VENDOR: 321 COLE'S AUTO REPAIR										
062718	12/10/18	8167 Oil Change		12/19/18	134.18	.00	CHK			
VENDOR TOTAL:					134.18					
VENDOR: 400 IVY AUTO PARTS										
112918	12/10/18	8421 Battery		12/19/18	145.99	.00	ACH			
120518	12/10/18	8429 Supplies		12/19/18	17.38	.00	ACH			
VENDOR TOTAL:					163.37					
VENDOR: 550 EVANS PLUMBING & A/C										
5621468, 5621467	12/07/18	0 A/C Repairs		12/19/18	2331.00	.00	CHK			
VENDOR TOTAL:					2331.00					
VENDOR: 552 EXPRESS SERVICES, INC										
21571268, 538166	12/07/18	0 Temp Office Employees		12/19/18	1008.56	.00	ACH			
VENDOR TOTAL:					1008.56					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1104404658	12/10/18	8413 Repair		12/19/18	275.23	.00	CHK			
VENDOR TOTAL:					275.23					
VENDOR: 696 GARNER LUMLEY ELECTRIC										
554466	12/10/18	8409 Parts		12/19/18	4562.00	.00	ACH			
554698	12/10/18	8323 Supplies		12/19/18	3900.00	.00	ACH			

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR TOTAL:					8462.00							
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.												
30029745,4615	12/10/18	8281 material		12/19/18	1417.50	.00	ACH					
50014975	12/10/18	8379 Lights		12/19/18	21900.00	.00	ACH					
VENDOR TOTAL:					23317.50							
VENDOR: 809 HOWARD INDUSTRIES, INC.												
7587094	12/10/18	8396 Material		12/19/18	3215.00	.00	ACH					
VENDOR TOTAL:					3215.00							
VENDOR: 907 INDOFF, INC.												
3186601	12/10/18	8424 supplies		12/19/18	71.12	.00	ACH					
968,4078	12/10/18	8411 Office Supplies		12/19/18	307.19	.00	ACH					
VENDOR TOTAL:					378.31							
VENDOR: 912 ITRON, INC.												
501784	12/11/18	0 Hardware & software maintena		12/19/18	984.33	.00	ACH					
VENDOR TOTAL:					984.33							
VENDOR: 1010 JT RAY COMPANY												
181115-0407	12/10/18	0 Copier service		12/19/18	30.00	.00	CHK					
VENDOR TOTAL:					30.00							
VENDOR: 1205 LOWE'S												
111918	12/10/18	8407 Supplies		12/19/18	299.06	.00	CHK					
VENDOR TOTAL:					299.06							
VENDOR: 1217 LIGHTS AND BALLASTS LLC												
306484	12/10/18	0 Light replacements		12/19/18	317.00	.00	CHK					
VENDOR TOTAL:					317.00							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 4
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1231 TERRY KEMP												
11/30/18	12/10/18		0 Travel Exp & Reimbursement		12/19/18	517.44	.00	ACH				
VENDOR TOTAL:						517.44						
VENDOR: 1239 LOLLEY REAL ESTATE												
DEC 2018	12/07/18		0 Storage Rental		12/19/18	900.00	.00	ACH				
VENDOR TOTAL:						900.00						
VENDOR: 1291 MAGNOLIA BUSINESS SYSTEMS												
34990	12/07/18		0 Copier		12/19/18	6497.07	.00	ACH				
VENDOR TOTAL:						6497.07						
VENDOR: 1400 NESCO												
7823,8548,8733	12/10/18		8426 supplies		12/19/18	835.27	.00	ACH				
VENDOR TOTAL:						835.27						
VENDOR: 1421 NTG LLC												
10046	12/07/18		0 Internet phone hosting		12/19/18	250.00	.00	ACH				
VENDOR TOTAL:						250.00						
VENDOR: 1531 MDR CONSTRUCTION, INC.												
2923215	12/10/18		8432 contractor		12/19/18	10123.50	.00	ACH				
VENDOR TOTAL:						10123.50						
VENDOR: 1679 PITNEY BOWES												
9834 - 12/01/18	12/07/18		0 Postage		12/19/18	350.98	.00	CHK				
VENDOR TOTAL:						350.98						
VENDOR: 1800 RACKLEY OIL, INC.												
49662	12/10/18		8422 Fuel		12/19/18	81.27	.00	ACH				
VENDOR TOTAL:						81.27						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 5
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD													
12/03/18	12/10/18	0	Supplies and travel		12/19/18	548.56	.00	CHK					
VENDOR TOTAL:						548.56							
VENDOR: 1818 UNITED RENTALS, INC.													
163327879	12/10/18	8434	Rental		12/19/18	1635.01	.00	ACH					
163622180	12/10/18	8414	Generator Rental		12/19/18	56.78	.00	ACH					
VENDOR TOTAL:						1691.79							
VENDOR: 1823 RENASANT INSURANCE, INC.													
171,72,75,77,562	12/05/18	0	Employee surety bonds		12/19/18	875.00	.00	CHK					
VENDOR TOTAL:						875.00							
VENDOR: 1887 S & S LINE SERVICE													
1978-1979	12/05/18	0	ROW Clearing		12/19/18	4810.20	.00	ACH					
1980-1981	12/07/18	0	ROW Clearing		12/19/18	6319.35	.00	ACH					
VENDOR TOTAL:						11129.55							
VENDOR: 1923 SHURDEN CONSTRUCTION													
1780	12/07/18	0	Facility repairs		12/19/18	384.00	.00	CHK					
VENDOR TOTAL:						384.00							
VENDOR: 1925 SCOTT PETROLEUM CORP.													
1305685	12/10/18	8430	Fuel		12/19/18	42.00	.00	ACH					
VENDOR TOTAL:						42.00							
VENDOR: 1931 STARKVILLE SANITATION DEPT													
NOV 2018	12/11/18	0	Nov 2018 Sanitation Collecti		12/19/18	239347.33	.00	CHK					
VENDOR TOTAL:						239347.33							
VENDOR: 1933 STARKVILLE WATER DEPT													
NOV 2018	12/11/18	0	Nov 2018 Collections		12/19/18	589871.51	.00	ACH					
VENDOR TOTAL:						589871.51							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 6
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1945 SULLIVAN'S												
40162	12/10/18	8415	Supplies		12/19/18	16.34	.00	ACH				
VENDOR TOTAL:						16.34						
VENDOR: 1997 SOUTHEASTERN TESTING LAB												
368692	12/10/18	8433	Gloves		12/19/18	171.30	.00	ACH				
VENDOR TOTAL:						171.30						
VENDOR: 1999 T & C SPECIALTY DISTRIBUTORS												
16860	12/10/18	8378	Material		12/19/18	12390.00	.00	ACH				
VENDOR TOTAL:						12390.00						
VENDOR: 2012 TVA/POWER PLAY SCH ASSN												
12/10/18	12/10/18	0	Dues		12/19/18	550.00	.00	CHK				
VENDOR TOTAL:						550.00						
VENDOR: 2015 TEMPLE & SON CO., INC												
0180071	12/10/18	8285	Material		12/19/18	220.00	.00	ACH				
VENDOR TOTAL:						220.00						
VENDOR: 2018 TRADE AMERICA												
22960,22986,2301	12/10/18	8431	supplies		12/19/18	672.18	.00	ACH				
VENDOR TOTAL:						672.18						
VENDOR: 2019 TC MARKETING LLC												
1131	12/10/18	8394	Uniforms		12/19/18	4990.68	.00	CHK				
VENDOR TOTAL:						4990.68						
VENDOR: 2021 TCC FACILITIES MANAGEMENT												
3411	12/10/18	0	Janitorial services		12/19/18	450.00	.00	ACH				
VENDOR TOTAL:						450.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 7
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
101902	11/26/18	0 Education and training		12/19/18	500.00	.00	ACH				
101987	12/10/18	0 Education and training		12/19/18	1849.93	.00	ACH				
VENDOR TOTAL:					2349.93						
VENDOR: 2104 UPS											
12031F488	12/07/18	0 Postage		12/19/18	20.83	.00	CHK				
VENDOR TOTAL:					20.83						
VENDOR: 2116 UTILITECH											
2183-2186	12/05/18	0 Product Development and Supp		12/19/18	2000.00	.00	ACH				
VENDOR TOTAL:					2000.00						
VENDOR: 2118 BORDER STATES ELECTRIC											
32643	12/10/18	8358 Material		12/19/18	2702.00	.00	ACH				
VENDOR TOTAL:					2702.00						
VENDOR: 2210 VERIZON WIRELESS											
9819089450	12/10/18	0 AMI M2M Data Usage		12/19/18	567.32	.00	CHK				
9819398893	12/11/18	0 Phone bill		12/19/18	1577.63	.00	CHK				
VENDOR TOTAL:					2144.95						
VENDOR: 2300 WALMART COMMUNITY BRC											
11/16/18 STMT	12/10/18	0 Computer supplies		12/19/18	233.59	.00	CHK				
VENDOR TOTAL:					233.59						
VENDOR: 2306 WATERS TRUCK AND TRACTOR CO.											
131275	12/10/18	8403 repair		12/19/18	695.53	.00	CHK				
VENDOR TOTAL:					695.53						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
49758	12/07/18	0 Water		12/19/18	32.40	.00	ACH				
CLR1218-280	12/07/18	0 Water		12/19/18	20.00	.00	ACH				
VENDOR TOTAL:					52.40						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/19/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 8
RUN DATE 12/11/18 02:47 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
GRAND TOTAL:					1092177.45						



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 12-18-2018
PAGE: 1

SUBJECT: Request approval of the November 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 November 2018 financial statements of the City of Starkville, MS.



Budget Report Group Summary

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	52,583.79	120,332.04	-7,560,917.96	1.57 %
220 - LICENSES AND PERMITS	251,500.00	251,500.00	28,424.13	44,454.98	-207,045.02	17.68 %
230 - INTERGOVERNMENTAL REVENUES	9,531,900.00	9,531,900.00	826,062.41	1,585,010.11	-7,946,889.89	16.63 %
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	60,541.54	94,772.28	-500,227.72	15.93 %
340 - MISCELLANEOUS	268,500.00	268,500.00	34,593.33	68,169.45	-200,330.55	25.39 %
360 - CHARGES FOR SERVICES	38,550.00	38,550.00	6,236.16	16,944.08	-21,605.92	43.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,406,200.00	3,406,200.00	114,105.11	292,860.12	-3,113,339.88	8.60 %
Department: 000 - UNDESIGNATED Total:	21,773,100.00	21,773,100.00	1,122,546.47	2,222,543.06	-19,550,556.94	10.21 %
Revenue Total:	21,773,100.00	21,773,100.00	1,122,546.47	2,222,543.06	-19,550,556.94	10.21 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,625.00	207,625.00	15,273.76	37,078.88	170,546.12	17.86 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	529.23	1,244.93	19,755.07	5.93 %
Department: 100 - BOARD OF ALDERMEN Total:	228,625.00	228,625.00	15,802.99	38,323.81	190,301.19	16.76 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	363,015.00	363,015.00	27,204.30	70,246.18	292,768.82	19.35 %
500 - SUPPLIES	11,000.00	11,000.00	479.09	931.59	10,068.41	8.47 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	6,866.38	8,059.34	12,940.66	38.38 %
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	34,549.77	79,237.11	320,777.89	19.81 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	120.82	241.38	1,258.62	16.09 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	120.82	241.38	1,258.62	16.09 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	151,715.00	151,715.00	11,000.92	28,093.61	123,621.39	18.52 %
500 - SUPPLIES	2,600.00	2,600.00	107.09	118.30	2,481.70	4.55 %
600 - CONTRACTUAL SERVICES	99,250.00	99,250.00	6,405.98	20,091.87	79,158.13	20.24 %
Department: 120 - MAYORS OFFICE Total:	253,565.00	253,565.00	17,513.99	48,303.78	205,261.22	19.05 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	289,735.00	289,735.00	23,785.59	57,516.17	232,218.83	19.85 %
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	24,611.03	37,348.71	31,151.29	54.52 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	7,132.25	7,132.25	57,867.75	10.97 %
Department: 123 - IT Total:	425,735.00	425,735.00	55,528.87	101,997.13	323,737.87	23.96 %
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	28,287.95	73,218.90	315,381.10	18.84 %
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	28,287.95	73,218.90	400,381.10	15.46 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	178.36	4,821.64	3.57 %
500 - SUPPLIES	12,000.00	12,000.00	1,576.03	2,011.99	9,988.01	16.77 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	1,128.41	4,414.82	27,585.18	13.80 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	1,269.00	1,581.99	418.01	79.10 %
Department: 145 - OTHER ADMINISTRATIVE Total:	51,000.00	51,000.00	3,973.44	8,187.16	42,812.84	16.05 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	175.00	525.00	6,475.00	7.50 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	175.00	525.00	6,475.00	7.50 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,985.00	67,985.00	5,161.04	12,902.60	55,082.40	18.98 %
Department: 160 - ATTORNEY AND STAFF Total:	67,985.00	67,985.00	5,161.04	12,902.60	55,082.40	18.98 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	165,000.00	165,000.00	13,796.05	26,147.73	138,852.27	15.85 %
Department: 169 - LEGAL Total:	165,000.00	165,000.00	13,796.05	26,147.73	138,852.27	15.85 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	218,675.00	218,675.00	16,444.64	41,905.63	176,769.37	19.16 %
500 - SUPPLIES	7,000.00	7,000.00	478.43	639.43	6,360.57	9.13 %
600 - CONTRACTUAL SERVICES	30,630.40	30,630.40	368.73	608.30	30,022.10	1.99 %
Department: 180 - HUMAN RESOURCES Total:	256,305.40	256,305.40	17,291.80	43,153.36	213,152.04	16.84 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	256,420.00	256,420.00	10,567.79	27,105.74	229,314.26	10.57 %
500 - SUPPLIES	3,500.00	3,500.00	256.82	557.82	2,942.18	15.94 %
600 - CONTRACTUAL SERVICES	53,750.00	53,750.00	4,721.54	8,363.56	45,386.44	15.56 %
900 - CAPITAL OUTLAY	16,500.00	16,500.00	-750.00	-750.00	17,250.00	-4.55 %
Department: 190 - CITY PLANNER Total:	330,170.00	330,170.00	14,796.15	35,277.12	294,892.88	10.68 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	70.73	413.22	4,586.78	8.26 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	4,691.14	14,319.12	70,680.88	16.85 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	90,000.00	90,000.00	4,761.87	14,732.34	75,267.66	16.37 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	36,250.00	36,250.00	1,000.00	19,499.00	16,751.00	53.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	440.00	440.00	1,560.00	22.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	0.00	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	1,440.00	39,171.00	123,507.00	24.08 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	3,200.00	6,546.00	24,454.00	21.12 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	3,200.00	6,546.00	24,454.00	21.12 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	203,545.00	203,545.00	14,367.88	36,678.06	166,866.94	18.02 %
500 - SUPPLIES	2,050.00	2,050.00	20.97	62.41	1,987.59	3.04 %
600 - CONTRACTUAL SERVICES	18,500.00	18,500.00	1,832.45	2,032.00	16,468.00	10.98 %
800 - DEBT SERVICE	5,245.00	5,245.00	1,310.83	1,310.83	3,934.17	24.99 %
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	17,532.13	40,083.30	192,256.70	17.25 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	107,235.00	107,235.00	8,293.62	20,935.11	86,299.89	19.52 %
Department: 200 - POLICE ADMINISTRATION Total:	107,235.00	107,235.00	8,293.62	20,935.11	86,299.89	19.52 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,804,865.00	3,804,865.00	278,610.70	712,255.60	3,092,609.40	18.72 %
500 - SUPPLIES	426,000.00	426,000.00	26,380.98	56,194.46	369,805.54	13.19 %
600 - CONTRACTUAL SERVICES	422,350.00	422,350.00	65,387.66	113,816.17	308,533.83	26.95 %
800 - DEBT SERVICE	110,288.00	110,288.00	27,571.98	27,571.98	82,716.02	25.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	2,427.41	2,617.41	47,382.59	5.23 %
Department: 201 - POLICE DEPARTMENT Total:	4,813,503.00	4,813,503.00	400,378.73	912,455.62	3,901,047.38	18.96 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	24,748.97	63,461.63	221,268.37	22.29 %
Department: 245 - DISPATCHERS Total:	284,730.00	284,730.00	24,748.97	63,461.63	221,268.37	22.29 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	112,825.00	112,825.00	4,040.00	11,592.50	101,232.50	10.27 %
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	4,040.00	11,592.50	102,732.50	10.14 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	105,165.00	105,165.00	7,912.75	20,120.32	85,044.68	19.13 %
Department: 260 - FIRE ADMINISTRATION Total:	105,165.00	105,165.00	7,912.75	20,120.32	85,044.68	19.13 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,513,530.00	3,513,530.00	265,440.72	691,114.60	2,822,415.40	19.67 %
500 - SUPPLIES	100,350.00	100,350.00	4,613.14	21,015.10	79,334.90	20.94 %
600 - CONTRACTUAL SERVICES	318,510.00	318,510.00	55,011.03	73,595.44	244,914.56	23.11 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	19,800.00	19,800.00	-19,800.00	0.00 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	2,585.66	3,109.14	71,890.86	4.15 %
Department: 261 - FIRE DEPARTMENT Total:	4,007,390.00	4,007,390.00	347,450.55	808,634.28	3,198,755.72	20.18 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	220,050.00	220,050.00	17,293.42	46,081.11	173,968.89	20.94 %
500 - SUPPLIES	6,700.00	6,700.00	146.52	323.57	6,376.43	4.83 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	3,431.42	4,560.54	19,939.46	18.61 %
800 - DEBT SERVICE	6,940.00	6,940.00	1,762.25	2,213.62	4,726.38	31.90 %
Department: 281 - BUILDING/CODES OFFICE Total:	258,190.00	258,190.00	22,633.61	53,178.84	205,011.16	20.60 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	14,000.00	14,000.00	15,329.97	15,628.66	-1,628.66	111.63 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	14,000.00	14,000.00	15,329.97	15,628.66	-1,628.66	111.63 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	779,040.00	779,040.00	45,099.90	127,930.16	651,109.84	16.42 %
500 - SUPPLIES	194,500.00	194,500.00	8,969.64	17,809.19	176,690.81	9.16 %
600 - CONTRACTUAL SERVICES	78,000.00	78,000.00	16,182.37	19,469.78	58,530.22	24.96 %
800 - DEBT SERVICE	44,865.00	44,865.00	6,763.50	7,214.88	37,650.12	16.08 %
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	77,015.41	172,424.01	933,980.99	15.58 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	490,000.00	490,000.00	38,198.55	78,234.94	411,765.06	15.97 %
Department: 302 - STREET LIGHTING Total:	490,000.00	490,000.00	38,198.55	78,234.94	411,765.06	15.97 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	87,930.00	87,930.00	6,325.67	16,503.74	71,426.26	18.77 %
500 - SUPPLIES	5,500.00	5,500.00	2.00	4.00	5,496.00	0.07 %
600 - CONTRACTUAL SERVICES	5,750.00	5,750.00	2,414.72	4,710.29	1,039.71	81.92 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	31,250.00	93,750.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	224,180.00	224,180.00	8,742.39	52,468.03	171,711.97	23.40 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	749,545.00	749,545.00	49,032.97	128,298.97	621,246.03	17.12 %
500 - SUPPLIES	137,500.00	137,500.00	18,406.84	19,933.85	117,566.15	14.50 %
600 - CONTRACTUAL SERVICES	852,000.00	852,000.00	44,723.53	88,857.65	763,142.35	10.43 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	197.51	802.49	19.75 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,740,045.00	1,740,045.00	112,163.34	237,287.98	1,502,757.02	13.64 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	2,600.00	2,600.00	3,583.80	3,583.80	-983.80	137.84 %
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	3,583.80	3,583.80	1,416.20	71.68 %
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	95,065.50	103,835.50	824,164.50	11.19 %
Department: 600 - CAPITAL PROJECTS Total:	948,000.00	948,000.00	95,065.50	103,835.50	844,164.50	10.95 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,500.00	15,500.00	0.00	10,500.00	5,000.00	67.74 %
900 - CAPITAL OUTLAY	188,995.00	188,995.00	0.00	47,248.88	141,746.12	25.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	204,495.00	204,495.00	0.00	57,748.88	146,746.12	28.24 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,792,445.00	2,792,445.00	187,512.50	610,262.37	2,182,182.63	21.85 %
Department: 800 - DEBT SERVICE Total:	2,792,445.00	2,792,445.00	187,512.50	610,262.37	2,182,182.63	21.85 %
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	1,587,001.56	3,794,900.19	17,978,199.81	17.43 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-464,455.09	-1,572,357.13	-1,572,357.13	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	0.00	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	0.00	1,176.00	-23,824.00	4.70 %
Revenue Total:	25,000.00	25,000.00	0.00	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	0.00	1,176.00	1,176.00	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	0.00	9,954.64	16,045.36	38.29 %
800 - DEBT SERVICE	105,651.00	105,651.00	100,983.85	100,983.85	4,667.15	95.58 %
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	100,983.85	110,938.49	133,712.51	45.35 %
Expense Total:	244,651.00	244,651.00	100,983.85	110,938.49	133,712.51	45.35 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-100,983.85	-110,938.49	-110,938.49	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	15,077.00	23,059.00	-47,892.00	32.50 %
340 - MISCELLANEOUS	110,100.00	110,100.00	7,470.00	15,150.00	-94,950.00	13.76 %
360 - CHARGES FOR SERVICES	428,108.00	428,108.00	63,308.16	172,154.03	-255,953.97	40.21 %
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	85,855.16	210,363.03	-798,795.97	20.85 %
Revenue Total:	1,009,159.00	1,009,159.00	85,855.16	210,363.03	-798,795.97	20.85 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	147,420.00	147,420.00	8,855.50	23,138.20	124,281.80	15.70 %
500 - SUPPLIES	369,000.00	369,000.00	45,378.67	118,638.11	250,361.89	32.15 %
600 - CONTRACTUAL SERVICES	116,100.00	116,100.00	21,335.34	27,207.58	88,892.42	23.43 %
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	75,569.51	168,983.89	840,175.11	16.75 %
Expense Total:	1,009,159.00	1,009,159.00	75,569.51	168,983.89	840,175.11	16.75 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	10,285.65	41,379.14	41,379.14	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	12,631.75	12,631.75	-321,610.25	3.78 %
Department: 000 - UNDESIGNATED Total:	334,242.00	334,242.00	12,631.75	12,631.75	-321,610.25	3.78 %
Revenue Total:	334,242.00	334,242.00	12,631.75	12,631.75	-321,610.25	3.78 %
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	12,631.75	12,631.75	12,631.75	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	246,194.58	454,993.81	-2,345,256.19	16.25 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	605,000.00	605,000.00	5,586.00	5,586.00	-599,414.00	0.92 %
Department: 000 - UNDESIGNATED Total:	3,405,250.00	3,405,250.00	251,780.58	460,579.81	-2,944,670.19	13.53 %
Revenue Total:	3,405,250.00	3,405,250.00	251,780.58	460,579.81	-2,944,670.19	13.53 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,078,070.00	1,078,070.00	84,830.12	214,266.21	863,803.79	19.87 %
500 - SUPPLIES	304,500.00	304,500.00	1,700.89	15,201.88	289,298.12	4.99 %
600 - CONTRACTUAL SERVICES	755,250.00	755,250.00	71,007.47	104,361.15	650,888.85	13.82 %
800 - DEBT SERVICE	97,192.00	97,192.00	9,916.75	17,107.30	80,084.70	17.60 %
900 - CAPITAL OUTLAY	399,282.00	399,282.00	818.80	877.39	398,404.61	0.22 %
Department: 322 - SANITATION DEPARTMENT Total:	2,634,294.00	2,634,294.00	168,274.03	351,813.93	2,282,480.07	13.36 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	36,125.00	36,125.00	2,793.70	7,162.29	28,962.71	19.83 %
500 - SUPPLIES	3,500.00	3,500.00	165.18	197.06	3,302.94	5.63 %
600 - CONTRACTUAL SERVICES	25,100.00	25,100.00	90.33	827.12	24,272.88	3.30 %
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	3,049.21	8,186.47	183,224.53	4.28 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL						
500 - SUPPLIES	0.00	0.00	0.00	116.50	-116.50	0.00 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL Total:	0.00	0.00	0.00	116.50	-116.50	0.00 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	314,145.00	314,145.00	24,801.94	64,695.00	249,450.00	20.59 %
500 - SUPPLIES	36,750.00	36,750.00	289.72	4,542.56	32,207.44	12.36 %
600 - CONTRACTUAL SERVICES	47,750.00	47,750.00	8,183.59	14,080.77	33,669.23	29.49 %
800 - DEBT SERVICE	70,400.00	70,400.00	8,898.39	13,856.28	56,543.72	19.68 %
Department: 341 - LANDSCAPING Total:	469,045.00	469,045.00	42,173.64	97,174.61	371,870.39	20.72 %
Expense Total:	3,294,750.00	3,294,750.00	213,496.88	457,291.51	2,837,458.49	13.88 %
Fund: 022 - SANITATION Surplus (Deficit):	110,500.00	110,500.00	38,283.70	3,288.30	-107,211.70	2.98 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	1,259.69	1,349.83	-38,650.17	3.37 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	1,259.69	1,349.83	-38,650.17	3.37 %
Revenue Total:	40,000.00	40,000.00	1,259.69	1,349.83	-38,650.17	3.37 %
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	16.00	484.00	3.20 %
600 - CONTRACTUAL SERVICES	113,000.00	113,000.00	1,251.69	1,746.33	111,253.67	1.55 %
Department: 323 - LANDFILL Total:	150,500.00	150,500.00	1,259.69	1,762.33	148,737.67	1.17 %
Expense Total:	150,500.00	150,500.00	1,259.69	1,762.33	148,737.67	1.17 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-110,500.00	-110,500.00	0.00	-412.50	110,087.50	0.37 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	0.00	4,372.75	-25,627.25	14.58 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	4,372.75	-25,627.25	14.58 %
Revenue Total:	30,000.00	30,000.00	0.00	4,372.75	-25,627.25	14.58 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	30,000.00	30,000.00	13,094.49	13,539.68	16,460.32	45.13 %
Department: 112 - COMPUTER ASSESMENTS Total:	30,000.00	30,000.00	13,094.49	13,539.68	16,460.32	45.13 %
Expense Total:	30,000.00	30,000.00	13,094.49	13,539.68	16,460.32	45.13 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-13,094.49	-9,166.93	-9,166.93	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	3,531.23	4,734.95	-5,265.05	47.35 %
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	3,531.23	4,734.95	-4,005,265.05	0.12 %
Revenue Total:	4,010,000.00	4,010,000.00	3,531.23	4,734.95	-4,005,265.05	0.12 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,500,000.00	2,500,000.00	228,299.91	282,077.94	2,217,922.06	11.28 %
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	228,299.91	282,077.94	3,727,922.06	7.03 %
Expense Total:	4,010,000.00	4,010,000.00	228,299.91	282,077.94	3,727,922.06	7.03 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-224,768.68	-277,342.99	-277,342.99	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	2,735.15	3,644.84	2,394.84	291.59 %
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	2,735.15	3,644.84	-2,997,605.16	0.12 %
Revenue Total:	3,001,250.00	3,001,250.00	2,735.15	3,644.84	-2,997,605.16	0.12 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	1,900.00	2,596.50	7,403.50	25.97 %
900 - CAPITAL OUTLAY	2,991,250.00	2,991,250.00	82,155.75	263,946.15	2,727,303.85	8.82 %
Department: 600 - CAPITAL PROJECTS Total:	3,001,250.00	3,001,250.00	84,055.75	266,542.65	2,734,707.35	8.88 %
Expense Total:	3,001,250.00	3,001,250.00	84,055.75	266,542.65	2,734,707.35	8.88 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-81,320.60	-262,897.81	-262,897.81	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 11/30/2018

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	78,958.03	151,587.13	-658,412.87	18.71 %
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	78,958.03	151,587.13	-1,308,412.87	10.38 %
Revenue Total:	1,460,000.00	1,460,000.00	78,958.03	151,587.13	-1,308,412.87	10.38 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	238,566.00	238,566.00	5,589.75	6,901.00	231,665.00	2.89 %
900 - CAPITAL OUTLAY	971,434.00	971,434.00	21,420.00	32,021.00	939,413.00	3.30 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	62,500.00	187,500.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	1,460,000.00	1,460,000.00	27,009.75	101,422.00	1,358,578.00	6.95 %
Expense Total:	1,460,000.00	1,460,000.00	27,009.75	101,422.00	1,358,578.00	6.95 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	51,948.28	50,165.13	50,165.13	0.00 %
Report Surplus (Deficit):	0.00	0.00	-771,473.33	-2,124,475.53	-2,124,475.53	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	-464,455.09	-1,572,357.13	-1,572,357.13
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	1,176.00	1,176.00
003 - RESTRICTED FIRE FUND	0.00	0.00	-100,983.85	-110,938.49	-110,938.49
015 - AIRPORT FUND	0.00	0.00	10,285.65	41,379.14	41,379.14
016 - RESTRICTED AIRPORT	0.00	0.00	12,631.75	12,631.75	12,631.75
022 - SANITATION	110,500.00	110,500.00	38,283.70	3,288.30	-107,211.70
023 - LANDFILL ACCOUNT	-110,500.00	-110,500.00	0.00	-412.50	110,087.50
107 - COMPUTER ASSESSMENTS	0.00	0.00	-13,094.49	-9,166.93	-9,166.93
303 - INDUSTRIAL PARK BOND	0.00	0.00	-224,768.68	-277,342.99	-277,342.99
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-81,320.60	-262,897.81	-262,897.81
375 - PARK AND REC TOURISM	0.00	0.00	51,948.28	50,165.13	50,165.13
Report Surplus (Deficit):	0.00	0.00	-771,473.33	-2,124,475.53	-2,124,475.53



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 12-18-18
PAGE: 1

SUBJECT: Request permission to issue a commercial burn permit to Davis Jackson to burn cleared debris associated with a construction project. This burn will occur at Phase 9 of Huntington Park, west side of the development.

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 @ 662-769-3048

SUGGESTED MOTION: Move approval to issue a commercial burn permit to Davis Jackson to burn cleared debris associated with a construction project. This burn will occur at Phase 9 of Huntington Park, west side of the development.

**INTERLOCAL AGREEMENT BETWEEN OKTIBBEHA COUNTY, MISSISSIPPI AND
STARKVILLE, MISSISSIPPI RELATING TO JOINT FIRE TRAINING**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into between the City of Starkville, Mississippi (“City”), by and through its Mayor and Board of Aldermen, and Oktibbeha County, Mississippi (“County”), by and through its Board of Supervisors, pursuant to Mississippi Code Section 17-13-1, *et seq.*

WITNESSETH:

WHEREAS, the City and County wish to acknowledge the role and importance of training to enhance the ability of each entity to respond in the event of fire and other emergencies;

WHEREAS, the City and County understand the need to properly and safely function at fire and other emergencies; and

WHEREAS, the City and County wish to encourage common and uniform tactical response for emergencies in the region.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to permit the use of equipment and facilities of either party, upon their approval and coordination, for training activities, both individually and jointly. This Agreement shall supersede any previous agreements.

II. CONTACT PERSONS & DEFINITIONS

For the purposes of this Agreement, the City is represented by the Starkville Fire Chief and the County is represented by the Fire Services Coordinator.

The “host agency” is the party that owns the equipment and/or facilities involved in a training session. The “visiting agency” is the party that is permissively using the other party’s facilities and/or equipment for a training session pursuant to this Agreement.

III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

- A. The City and County support each other’s ability to use the most advanced methods for mitigating fire emergencies, including the most advanced firefighting tactics.
- B. The City and County agree that the use of training facilities, upon approval and coordination of the host agency, will not hinder the use of said facilities by the host agency.

- C. In the event of scheduling conflicts, the training schedule of the host agency shall have first priority and control.
- D. The use of any facility or equipment shall be solely for the purpose of training fire personnel of the City and County.
- E. City and County agree to abide by National Fire Protection Association (NFPA) standards for monitoring firefighter clothing and equipment used by their members when conducting training sessions.
- F. The visiting agency agrees that only trained host agency personnel will oversee training activities.
- G. The visiting agency agrees to abide by any and all host agency training guidelines and/or requirements for training tactics, environmental conditions, and length of training sessions.
- H. The visiting agency agrees to reimburse the host agency for any and all cost incurred in operating facilities or equipment during training sessions. The cost will include, but not be limited to, associated overtime, fuel to operate and heat the facilities, and/or broken or damaged equipment used during a training event. The host agency will take reasonable care not to charge excessive cost to the visiting agency.
- I. Both parties shall furnish each other with proof of insurance covering each respective agency's personnel using a training facility or equipment. Neither party is obligated to insure the other party's personnel.
- J. The visiting agency agrees to assume the defense, indemnify, and hold harmless the host agency from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to the visiting agency's use of the host agency's facilities and/or equipment.
- K. The visiting agency shall furnish the host agency a signed indemnification/hold harmless agreement for every training activity.
- L. The host agency has the express right to act in the best interest of any participant when a situation, if not corrected, could be detrimental or dangerous to a participant, or damaging to the training facility or equipment.
- M. The visiting agency understands that the host agency reserves the right, at its sole discretion, to stop a training session when actions or conditions are deemed by the host agency to be unsafe.

IV. CONSTRUCTION OF AGREEMENT

Each party, with the assistance of competent counsel, has participated in the drafting of this Agreement, and any ambiguity should not be construed for or against any party on account of such drafting.

V. AMENDMENTS

This Agreement is the full and final Agreement between the parties, and supersedes any prior oral or written agreements. This Agreement may be amended only in writing as mutually agreed upon by the parties.

VI. SEVERABILITY

Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

VII. AUTHORITY TO ENTER INTO AGREEMENT

Each party represents and warrants that its respective obligations hereunder are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement pursuant to the powers conferred to municipalities and counties under the Mississippi Code, and that the persons signing this Agreement for each party have been duly authorized to sign this Agreement on behalf of said party.

VIII. EFFECTIVE DATE & TERM

This Agreement shall take effect and bind the parties on the date of approval by the Mississippi Attorney General pursuant to Mississippi Code Section 17-13-11. This Agreement shall renew, automatically, on a yearly basis unless terminated by either party for any reason, or no reason, by providing 60-day written notice to the other party.

SO EXECUTED AND AGREED THIS ____ day of _____, 201__.

Oktibbeha County, Mississippi

By: _____
Orlando Trainer
President, Board of Supervisors

City of Starkville, Mississippi

By: _____
D. Lynn Spruill
Mayor, City of Starkville

MEMORANDUM OF UNDERSTANDING
BETWEEN
OKTIBBEHA COUNTY, MISSISSIPPI
AND
THE CITY OF STARKVILLE, MISSISSIPPI

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of _____, by the City of Starkville, Mississippi (“City”), by and through its Mayor and Board of Aldermen, and Oktibbeha County, Mississippi (“County”), by and through its Board of Supervisors.

WITNESSETH:

WHEREAS, the parties to this agreement acknowledge the role and importance of communication equipment to enhance their ability to respond to fires and other emergencies within their jurisdictions;

WHEREAS, the parties understand the need to properly and safely function at fire and emergency scenes, and how enhanced communication equipment improves such function; and

WHEREAS, the parties to this MOU wish to collaborate and work together through the FEMA Assistance to Firefighters Grant (sometimes “AFG”) to pursue funds for upgrading communications equipment for fire service for each entity.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this MOU is to allow both parties to participate in a regional FEMA Assistance to Firefighters Grant to pursue funds for upgrading communications equipment for fire service for each party.

II. CONTACT PERSONS

For the purposes of this MOU, the City of Starkville is represented by its Fire Chief, and Oktibbeha County is represented by the Oktibbeha County Fire Coordinator.

III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

It is understood and agreed by the parties as follows:

- A. Oktibbeha County will serve as the host agency to submit the Application and serve as grant administrator for both the City and County in the event of approval.

- B. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Oktibbeha County.
- C. Oktibbeha County agrees, as the host agency, to properly account for the assets acquired under the regional AFG award and provide reporting requirement deliverables. As such, the City agrees to provide Oktibbeha County with information on a timely basis to comply with the requirements of the grant.
- D. Both parties agree to accept the regional 2018-2019 AFG award and accept their respective equipment as listed in the Application in the event of approval.
- E. Both Parties agree to provide a cash match of 10% of the total cost of their requested items, as detailed in the Application, and as required by the regional AFG program guidelines. The required match shall be paid by the City within forty-five (45) days after receipt of an invoice from Oktibbeha County in advance of equipment procurement.
- F. The proposed grant award to each Party, including 10% cash match estimates, shall be distributed to each Party prior to submission of the grant application to FEMA, and must be approved by each Party in writing.
- G. In the event of a reduced award, the Parties agree to accept the reduced amount and provide a 10% cash match on the total reduced award of their approved items.
- H. Any expenditure beyond the grant award for a Party's approved item(s) remains the sole responsibility of that Party.
- I. The City agrees to allow Oktibbeha County to procure and distribute their respective assets if awarded under the regional AFG program.
- J. The City agrees to promptly provide any additional documentation to Oktibbeha County, as requested, that may be necessary in connection with the grant.
- K. The City agrees to promptly return to Oktibbeha County any equipment or deliverables that are received in error.
- L. Both Parties agree to abide by all relevant rules, regulations, and requirements of the AFG program.
- M. The Parties understand that this collaboration is limited to this regional AFG grant. Each Party agrees that no grant application shall be submitted mentioning

the other Party, expressed or implied, without the written consent of all Parties involved.

- N. Any assets obtained by each Party through the grant agreement shall be the sole property of that Party.

IV. CONSTRUCTION OF AGREEMENT

Each Party, with the assistance of counsel, has participated in the drafting of this MOU. Any ambiguity should not be construed for or against any Party on account of such drafting.

V. AMENDMENTS

This MOU may be amended only in-writing as mutually agreed upon by the Parties.

VI. SEVERABILITY

Should any non-material provision of this MOU be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this MOU, but rather the MOU shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

VII. AUTHORITY TO ENTER INTO MOU

Each Party represents and warrants that its respective obligations hereunder are legal and binding obligations of such Party, that each Party is fully authorized to enter into this MOU by the lawful and binding acts of its governing authorities, and that persons signing this MOU for each Party have been duly authorized to sign this MOU on behalf of said Party.

City of Starkville, MS
Mayor D. Lynn Spruill

Oktibbeha County, Mississippi
Board President Orlando Trainer

Attest: _____
Lesa Hardin, City Clerk

Attest: _____

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 18, 2018

Page: 1

SUBJECT:

Request authorization to hire Kenya Bibb as a Certified Police Officer for the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Certified Police Officer \$36,335.00 (\$16.25 per hour), based on 2236 hours per year.

LINE ITEM

AUTHORIZATION HISTORY:

This position was previously held by David Fair 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 hire Kenya Bibb as a Certified Police Officer for the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Alex Esters as a Driver in the Sanitation & Environmental Service Department.

AMOUNT & SOURCE OF FUNDING

Salary Grade 7. \$29,120.00 (\$14.00 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by was terminated by Board order.

REQUESTING DEPARTMENT:

Sanitation /Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Alex Esters as a Driver in the Sanitation & Environmental Service Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Joe Dan Baker as a Field Maintenance Worker in the Starkville Parks & Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Grade 5, Annual Salary of \$26,000 (\$12.50 per hour), based on 2080 hours.

AUTHORIZATION HISTORY:

The Board approved this position on October 2, 2018. This position will allow the city to continue to prioritize parks maintenance to improve the current facilities currently maintained by the Parks and Recreation Department.

REQUESTING DEPARTMENT:

Starkville Parks & Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks & Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Joe Dan Baker as a Field Maintenance Worker in the Starkville Parks & Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Garrett Hearn as a part-time Athletic Assistant in the Starkville Parks & 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:

AUTHORIZATION HISTORY:

This position was previously held by Madison Rials who resigned.

REQUESTING DEPARTMENT:

Starkville Parks & 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 or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Garrett Hearn as a part-time Athletic Assistant in the Starkville Parks & Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to advertise for a part-time Receptionist in the Starkville Park 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:

AUTHORIZATION HISTORY:

This position was previously held by Koretta Reed who 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 or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a part-time Receptionist in the Starkville Park and Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to advertise for an Airport Operations Manager in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

Grade 12, range of \$37,960.00 (\$18.25 per hour) - \$50,502.40 (\$24.28 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Jared Rabren who resigned.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for an Airport Operations Manager in the Starkville Airport Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Martin Hall and Matthew Scerbak as Firefighters in the Starkville Fire Department and request authorization to retain candidates from the selection process, held on December 11, 2018 for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

AMOUNT & SOURCE OF FUNDING:

Martin Hall - Grade 5, Base Salary of \$28,098.00 (\$10.50 per hour), based on 2676 hours.

Matthew Scerbak - Grade 5, Base Salary of \$28,098.00 (\$10.50 per hour), based on 2676 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Martin Hall is replacing Patrica Cartwright who voluntarily resigned and Matthew Scerbak is replacing Micheal Morrow.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Martin Hall and Matthew Scerbak as Firefighters in the Starkville Fire Department and request authorization to retain candidates from the selection process, held on December 11, 2018 for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Orathio Robinson as a Maintenance Worker III in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Non-Exempt Annual Salary of \$23,9200.00 (\$11.50 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Tyler Hart who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Orathio Robinson as a Maintenance Worker III in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Jacolby Mobley as a Maintenance Worker I in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Non-Exempt Annual Salary of \$20,800.00 (\$10.00 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Pavion Norwood who resigned

REQUESTING DEPARTMENT:

Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Calvin Ware, Sanitation & Environmental Services Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jacolby Mobley as a Maintenance Worker I in the Sanitation Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 18, 2018
Page: 1-5

SUBJECT:

Request authorization to advertise for a Engineering Inspector in the Starkville Engineering/ Utilites Department.

AMOUNT & SOURCE OF FUNDING:

Salary grade 13, salary range of \$45,000.00 (\$21.63) - \$55,560.69 (\$26.71) based on 2080 hours. Total estimated compensation costs would be split amongst the different departments as discussed below.

FISCAL NOTE:

AUTHORIZATION HISTORY:

As part of the 2018-2019 budget review process, the Mayor has been analyzing and developing a recommendation to hire a new Engineering Inspector position with the city. This topic was introduced to the Board during the work session held on November 16, 2018. Attached is a draft job description for the proposed position for consideration.

As noted during the work session the following points were made about the proposed Engineering Inspector position:

- Eng. Inspector hours would be split amongst the different departments (Engineering, and Utilities).
- Eng. Inspector hours spent inspecting construction projects for new and old development could be charged back to the developer.
- Eng. Inspector would be the point person for the city on construction projects.

An Enginerring Inspector is necessary to ensure quality engineering and construction that complies with the plans, specifications, industry codes, and standards.

REQUESTING DEPARTMENT:

Starkville Utilites and Engineering Department

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Edward Kemp City Engineer

SUGGESTED MOTION:

Move approval to advertise for a Engineering Inspector in the Starkville Engineering/Utilities Department and approve the job description for the Engineering Inspector position as presented.

CITY OF STARKVILLE JOB DESCRIPTION

Title: Engineering Inspector
Reports to: City Engineer
Date Prepared: Nov 5, 2018

Department: Engineering and Utilities
Classification: Exempt, Salary Grade 13
Approved by Board: _____

GENERAL POSITION SUMMARY:

The Engineering Inspector performs quality assurance inspections and related activities for construction projects within the City, including private and publicly funded infrastructure projects and City capital improvement projects for grading, drainage, water, sewer, pump stations, transfer stations; storm drain installations, catch basins, pipe, retention/detention basins, grading and drainage work; dry utility installations, including electric conduit installation; paving and concrete flatwork, including curbs, gutters, sidewalks, driveways, etc.; and bridges and structures, etc. and other related items as it relates to engineering integrity with public infrastructure.

To inspect work quality and materials used in a variety of city construction projects including public and private residential subdivisions, commercial and industrial projects, utility facilities, and storm water compliance inspections; and to ensure constructed improvements are in compliance with approved plans, specifications, conditions, and regulations.

ESSENTIAL JOB FUNCTIONS:

- Serve as an initial point of contact with the Utilities & Engineering Department for companies, contractors, property owners, developers, and others for infrastructure needs.
- Attend pre-construction meetings to confer with contractors; reviews approved site plans and monitors compliance with City standards and applicable regulations and ordinances.
- Perform inspections of public improvement and utilities projects related to roadways, storm water and sanitary sewers and street maintenance programs.
- Inspect and perform oversight on the installation of water lines, sewer and storm drains.
- Inspect underground conduit construction.
- Communicate clearly and concisely, both orally and in writing with contractors, developers and city staff.
- Responds to and resolves public inquiries and complaints related to construction projects and development.
- Assist engineering staff with surveying, drafting, specifications and bidding documents; reviews plans prior to final department approval.
- Interprets, applies, and enforces the provisions of the City's Engineering and Utilities Design Standards and Policies, and other applicable federal, state, and local codes, laws, regulations, specifications, standards, policies, and procedures.
- Assure contractor's work conforms to the project specifications and is accomplished by inspecting the contractor's work in progress, documenting finding and completing final report before acceptance of the project.
- Make modification recommendations; ensures completion of projects within established schedules; issues certificates of occupancy when appropriate.
- Assess the quality of materials and work related to construction/modification of a variety of public works facilities; analyze construction plans, specifications and maps relative to anticipated construction issues and propose possible solutions.
- Keep a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders.
- Perform other duties as assigned or directed.

KNOWLEDGE, SKILLS AND ABILITIES:

Construction - Knowledge of methods, practices and techniques of civil construction and commercial development to include site plans, project construction documents, technical schematics and surveying. Knowledge of city, state and federal codes, ordinances and regulations pertaining to civil construction and commercial development projects.

Understand the fundamentals of soils, soils classifications, soil compaction, and control of embankments, sub grades and stabilizing soils.

Understand the fundamentals of concrete; understanding the fundamentals of asphaltic concrete, raw materials, mixed design and construction of asphaltic concrete; and other issues related to construction inspection.

Safety - Knowledge of occupational hazards, safety precautions and safety regulations related to construction sites and uniform traffic control procedures. Knowledge of equipment inspection procedures and techniques. Knowledge of common safety rules, regulations, procedures and practices.

Interpersonal Relationships - Develops and maintains cooperative and professional relationships with employees, managers, contractors, general public and representatives from other departments and organizations.

Judgement/Decision Making - Uses logic and reasoning to understand, analyze, and evaluate situations; anticipates, identifies and evaluates potentially dangerous, unusual or deviating situations; diffuses emotional situations and exercises appropriate judgment to establish priorities and take prompt action for problem resolution.

Time Management - Ability to plan and organize daily work routine. Ability to establish priorities for the completion of work in accordance with sound time-management methodology. Work independently.

Communication - Ability to communicate ideas effectively, including the preparation of reports and logs. Ability to listen and understand directions, information and ideas presented verbally and in writing. Ability to handle a variety of issues with tact and diplomacy and in a confidential manner. Technologically proficient. Must have strong interpersonal and communication skills.

Observation - Ability to observe construction operations of construction projects in the field; identify underground service alert markings; interpret maps, plans, and reports; know how to perform underground work and other construction; and observe safety precautions.

PHYSICAL, MENTAL, & OTHER CAPABILITIES:

The job is performed both indoors and outdoors in all types of weather conditions. There is exposure to chemicals and/or hazardous materials on a daily basis. This exposure includes, but is not limited to, electrical shock. Requires the ability to sit, stand, walk, climb, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Associate's degree or a minimum of two years college training in Engineering or Technical related field. A combination of equivalent education and experience likely to provide the required knowledge and abilities may be considered. A minimum of 3-5 years of infrastructure construction related experience including installation, inspection or design.

Must have strong computer and software skills to include permitting software, Microsoft Office Suite and the ability to interpret computerized data.

Must possess a valid Mississippi Driver's License and acceptable MVR.

PREFERRED QUALIFICATIONS AND EXPERIENCE:

Bachelor's Degree in Engineering Technology, Construction Management, or related field. Certified Public Infrastructure Inspector (CPII), Completion of TVPPA Staking School(s). Minimum of three (3) years' work experience in an Engineering environment. Demonstrated proficiency in staking and the administration of job orders and work plans for utility projects.

Proficient in the use of Auto-Cad or comparable computer related drafting programs.

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

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

Regular and consistent attendance is a condition of continuing employment.

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

A drug screen is required for this position.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: December 18, 2018
Page: 1

SUBJECT:

Request authorization to hire Eileen Hill, as the Executive Administrative Assistant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non Exempt 36,400 (\$17.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Christie Culberson.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Eileen Hill, as the Executive Administrative Assistant in the Starkville Utilities Department.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: December 18, 2018
PAGE: 1 of 5

SUBJECT: Consideration of approval to advertise a request for proposals for concessions service in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: Current agreement with Fred Tate expires December 31.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of consideration to advertise a request for proposals for concessions services for in the Parks and Recreation Department.

REQUEST FOR PROPOSALS FOR CONCESSION SERVICES

City of Starkville Parks and Recreation

Notice is hereby given that the City of Starkville Parks and Recreation Department (SPRD) is seeking proposals from individuals/groups who are interested in providing concessions to recreational games at the Sportsplex and McKee Park (not including soccer games) for the 2019 calendar year.

Proposals will be received at the Starkville City Hall, Attn: Lesa Hardin City Hall, 110 West Main Street, Starkville, MS 39759, until 10:00 a.m. local time on **January 7, 2019,** at which time they will be taken under advisement.

Questions regarding this request should be directed to: Gerry Logan at phone number 662-323-2294 or by email at glogan@starkvilleparks.com

Additional Information:

The "SPRD" agrees to:

1. Pay for general maintenance of the concession stand; both interior and exterior.
2. Provide the following equipment that is presently within the buildings:

Travis Outlaw Center

- 2 flat drink coolers
- 1 grill
- 1 refrigerator
- 1 hotdog roller
- 1 popcorn machine
- 1 freezer
- 1 range/oven

Youth Softball

- 1 refrigerator
 - 1 upright drink cooler
 - 1 flat drink cooler
 - 1 freezer
 - 1 popcorn machine
 - 1 grill
 - 1 hotdog roller
-

- 1 bun warmer
- 1 nacho cheese warmer
- 1 ice machine
- 1 coffee maker
- 1 chip warmer

Adult Softball

- 1 refrigerator
- 2 standup drink coolers
- 1 freezer
- 1 popcorn machine
- 1 grill
- 1 hotdog roller
- 1 bun warmer
- 1 nacho warmer

McKee Park

- 1 freezer
- 2 standup coolers
- 1 flat cooler
- 1 grill

3. Provide water/electrical service to be supplied to all concession stands.

The "Lessee" agrees to:

1. Be responsible for general clean up and tidiness in and around the concession stands on an ongoing basis. (Lessee can leave garbage bags/boxes outside the door of the concession stand and SPRD will pick them up the next day).
2. Assume responsibility for operation beginning at the time of execution of concessions agreement and commencing through December 31, 2019. The Lessee will notify the Park Office if the Concession Stand will not be open during its regular scheduled times and post a sign at the site indicating the same.
3. Relinquish the concession stand when other parties lease out the concession stand due to tournaments, other

events, etc... The "Lessee" agrees to empty all of their goods, so that the other party can occupy the stand on the day before their event begins.

4. Concession Stands must be filled one hour before game time, no vehicles are allowed after that time.
5. Implement a minimum of five Healthy Eating and Physical Activity (HEPA) Standards for all food, snacks and drinks served at all concession stands. These standards can be provided if requested.
6. Utilize Clark Beverage Company for drink purchases in accordance with the current Concessions Beverage and Sponsorship Agreement between Clark Beverage and the City of Starkville Parks and Recreation Department.

The return proposal must be **SEALED** and marked "**REQUEST FOR PROPOSAL: Concession Stands due January 7, 2019.**" Additionally, the submitter's name and return address must appear on the container for the proposal.

Starkville Parks and Recreation reserves the right to accept or reject any or all responses, or to cancel this request in part or in its entirety.

STARKVILLE PARKS AND RECREATION
Lesa Hardin, City Clerk/CF0

PUBLISH: 12-21-18 and 1-2-19

PREPARED BY/ RETURN TO:

**Mitchell, McNutt & Sams
Attn: Christopher J. Latimer
1216 Van Buren
P.O. Box 947
Oxford, MS 38655
(662)-232-3208
MS Bar #101549**

INDEXING INSTRUCTIONS:

Part of the NW1/4 of Section 21, Township18 North, Range 14 East and being part of a lot designated as "reserved" in Deerfield Subdivision, Oktibbeha County, Mississippi.

(Space above this line reserved for recording information)

**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, the receipt and sufficiency of which is hereby acknowledged, we the undersigned Grantors, ELBERT J. DAY, JR., 106 Dunlap, Starkville, MS 39759, (662) 312-3218 and GARY L. DAY, 1212 Louisville Street, Starkville, MS 39759, (662) 418-2691, as Grantors, do hereby convey, release, and warrant to the CITY OF STARKVILLE, MISSISSIPPI, 110 West Main Street, Starkville, MS 39759, (662) 324-4012, as Grantee, the following described property, to wit:

Beginning at the NW corner of Lot 5 Deerfield Subdivision run North 0° 07' West 128.9 feet; thence North 89° 53' East 181.72 feet; thence South 20° 25' West 184.43 feet; thence along the Northern Boundary of said Lot 5 125.0 feet to the Point of Beginning.

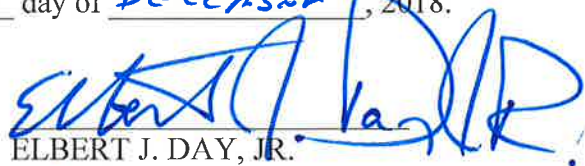
Being a lot in the Northeast Corner of Deerfield Subdivision designated as Lot C and as "reserved" on the Plat recorded in Plat Book 4, Page 13 in the Chancery Clerk's Office, Oktibbeha County, Mississippi, and bearing Parcel No. 105L-00-014.00 .

Grantors understand that they are entitled to compensation for this conveyance by law and have donated the property hereby conveyed without money compensation.

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.

The current 2018 year and any future county and city ad valorem taxes shall be the responsibility of the Grantee.

WITNESS OUR SIGNATURES this the 11th day of December, 2018.


ELBERT J. DAY, JR.


GARY L. DAY

STATE OF Mississippi
COUNTY OF Oktibbeha

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

Given under my hand and official seal this the 11th day of Dec., 2018.

Christie B. Colvin
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

Given under my hand and official seal this the 12 day of December, 2018.



Terry Lynn Thomas
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

Given under my hand and official seal this the 11th day of December, 2018.



Christie B. Colvin
NOTARY PUBLIC

My Commission Expires:



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

AGENDA ITEM NO:
AGENDA DATE: December 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to purchase manholes for Phase I of the approved Pleasant Acres infrastructure replacement project.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 662-323-3133 ext. 101

SUGGESTED MOTION:

Move approval for authorization to award lowest and best quote from Lee's Precast Concrete, Inc. for the Phase I of the approved Pleasant Acres manhole material purchase in the amount of \$12,985.00.



Estimate

Date	Estimate #
12/5/2018	17122

20578 Egypt Rd.
Aberdeen, MS 39730
PH: 662-369-8935

Name / Address
City of Starkville Utilities PO Box 927 Starkville, MS 39759



P.O. No.	Terms	Rep	Project
	Net 30	WH	

Qty	Item	Description	Rate	Total
		Project: Pleasant Acres - Starkville, MS		
4	Manholes	48" ID Precast "Sanitary" MH (Ht. 6' - 8') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	927.00	3,708.00
2	Manholes	48" ID Precast "Sanitary" MH (Ht. 8' - 10') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	1,107.00	2,214.00
2	Manholes	48" ID Precast "Sanitary" MH (Ht. 10' - 12') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	1,287.00	2,574.00
8	48TCI	Tru-Contour Poured Invert	125.00	1,000.00
14	QL-12	12" Quik-Lok Connector	62.00	868.00
5	QL-08	8" Boot Connector	49.00	245.00
8	153-BV SE	153- BV SE Slab-Type Ring & Cover	297.00	2,376.00
0	Notes	Prices are F.O.B. job site. Product to be shipped truckload quantity by LPCI and unloaded by contractor or owner on site. NO applicable taxes are included in this estimate. ALL PRICES ARE BASED UPON APPROVED DRAWINGS / SUBMITTALS. ALL RETURNED INVENTORY ITEMS ARE SUBJECT TO RE-STOCK FEE. NON-INVENTORY ITEMS WILL NOT BE ACCEPTED.	0.00	0.00
Quote prices are good 30 Days from estimate date. Estimate total will change if quantities change.			Total	\$12,985.00

Jacob Forrester

From: Vincent McKenzie
Sent: Monday, December 10, 2018 9:47 AM
To: Jacob Forrester
Subject: RE: FW: Pleasant Acres Manholes - The Precast Group

Delivery for each manhole would be \$105. I have attached a table with my calculated values.

PreCast Group Bid				
MH No.	Base Cost	Ring and Lid	Shipping	Total
750503	\$1,190.00	\$400.00	\$105.00	\$1,695.00
750503	\$1,455.00	\$400.00	\$105.00	\$1,960.00
750505	\$1,250.00	\$400.00	\$105.00	\$1,755.00
750506	\$1,235.00	\$400.00	\$105.00	\$1,740.00
750601	\$1,215.00	\$400.00	\$105.00	\$1,720.00
750602	\$1,200.00	\$400.00	\$105.00	\$1,705.00
750603	\$1,460.00	\$400.00	\$105.00	\$1,965.00
750605	\$1,670.00	\$400.00	\$105.00	\$2,175.00
750607	\$1,540.00	\$400.00	\$105.00	\$2,045.00
		Grand Total Bid		\$16,760.00

The total bid would be \$16,760.

Vincent McKenzie, P.E.
Systems Engineer
Water & Sewer Division
Starkville Utilities
Phone: 662-323-3133 ext. 131

-----Original Message-----

From: Jacob Forrester
Sent: Sunday, December 09, 2018 5:15 PM
To: Vincent McKenzie <vmckenzie@starkvilleutilities.com>
Subject: RE: FW: Pleasant Acres Manholes - The Precast Group

Vincent,

Please confirm that the total is \$15,815, and let me know what shipping would be. Next time they submit a quote for us, please have them sum everything and ensure it is inclusive of getting it to the site. Thanks, in advance!

Thanks,
Jacob B. Forrester, P.E.
Assistant Manager
Starkville Utilities
200 N. Lafayette Street
Starkville, MS 39759

Phone: 662-323-3133 ext. 107
Cell: 662-722-0238
Fax: 662-323-3273

-----Original Message-----

From: Vincent McKenzie <vmckenzie@starkvilleutilities.com>
Sent: Friday, December 7, 2018 3:15 PM
To: Jacob Forrester <jforrester@starkvilleutilities.com>
Subject: FW: FW: Pleasant Acres Manholes - The Precast Group

Vincent McKenzie, P.E.
Systems Engineer
Water & Sewer Division
Starkville Utilities
Phone: 662-323-3133 ext. 131

-----Original Message-----

From: Ryan Boykin [mailto:ryan@precastms.com]
Sent: Friday, December 07, 2018 2:53 PM
To: Nick Fiorentino <nfiorentino@starkvilleutilities.com>
Cc: Vincent McKenzie <vmckenzie@starkvilleutilities.com>
Subject: Re: FW: Pleasant Acres Manholes

Hey sorry for the delay. Thank the Lord we have been busy. I just prices what was on the cut sheet. I can price the other ones if needed as well.

In regard to Pleasant Acres manhole job.

Mh750503 \$1,190
Mh750504 \$1,455
Mh750505 \$1,250
Mh750506 \$1,235
Mh750601 \$1,215
Mh750602 \$1,200
Mh750603 \$1,460
Mh750605 \$1,670
Mh750067 \$1,540

These prices include extended base, shop poured invert, required height, top eccentric cone sections, rubber pipe boots, steps installed, concrete is a 5,000+ psi @ 28 days, no coatings or admixes included, no cast iron included.

Lead time would be about 3 weeks.

Cast iron 400 per each ring and lid for sealed version.

Does not include delivery. Please let me know if I need to add it to the quote.

Anything not exclusively mentioned is excluded from the quote.

- I really appreciate the opportunity please allow us the chance in the future.

Ryan Boykin, Plant Manager
601-678-2294 cell
The Precast Group

On 2018-12-06 15:23, Nick Fiorentino wrote:

> Ron/Ryan I apologize but I don't want to mess up your name.
>
> We just talked on the phone and here is what I have for manholes. If
> you don't mind Vincent would like the quote before the end of the day
> tomorrow. If you have any questions feel free to ask.

>
> Thanks,

>
> Nick.

>
> FROM: Vincent McKenzie
> SENT: Tuesday, December 04, 2018 4:23 PM
> TO: Nick Fiorentino
> CC: Jacob Forrester; Andrew Nagel
> SUBJECT: Pleasant Acres Manholes

>
> Nick,
>
> We are ready to get quotes for a few on the manholes on Pleasant
> Acres. Please send this information, along with the PDFs out to your
> contacts at some suppliers.

>
> MH #

>
> TOP

>
> INV OUT

>
> INV IN

>
> INV IN

>
> _750504_

>
> 340.00

>
> 12" PVC @ 331.30 - 0°

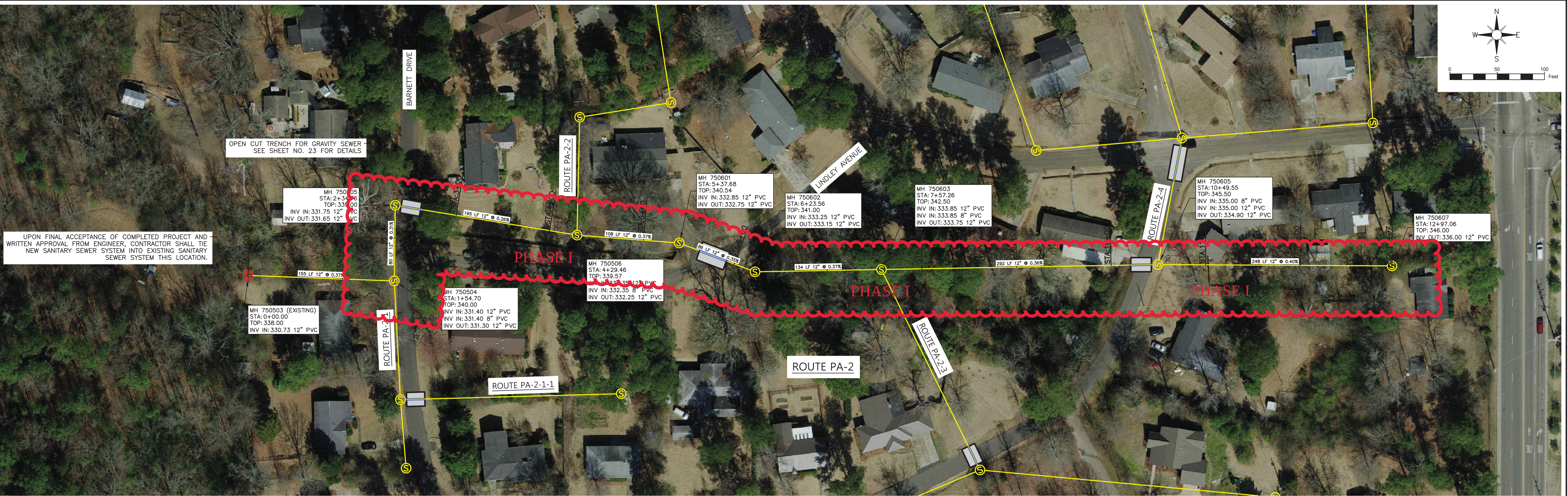
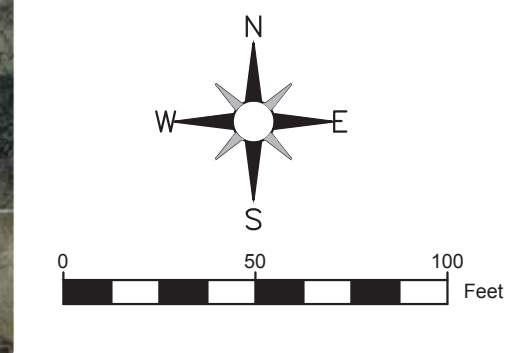
>
> 8" PVC @ 331.40 - 90°

>
> 12" PVC @ 331.40 - 270°

>
> _750505_

>
 > 339.00
 >
 > 12" PVC @ 331.65 - 0°
 >
 > 12" PVC @ 331.65 - 80°
 >
 > _750506_
 >
 > 339.00
 >
 > 12" PVC @ 332.25 - 0°
 >
 > 12" PVC @ 332.35 - 185°
 >
 > 8" PVC @ 332.35 - 275°
 >
 > _750601_
 >
 > 340.00
 >
 > 12" PVC @ 332.75 - 0°
 >
 > 12" PVC @ 332.85 - 165°
 >
 > _750602_
 >
 > 341.00
 >
 > 12" PVC @ 333.15 - 0°
 >
 > 12" PVC @ 333.25 - 200°
 >
 > _750603_
 >
 > 342.50
 >
 > 12" PVC @ 333.75 - 0°
 >
 > 8" PVC @ 333.85 - 115°
 >
 > 12" PVC @ 333.85 - 180°
 >
 > _750605_
 >
 > 345.50
 >
 > 12" PVC @ 334.90 - 0°
 >
 > 12" PVC @ 335.00 - 180°
 >
 > 8" PVC @ 335.00 - 260°

>
> _750607_
>
> 346.00
>
> 8" PVC @ 336.00 - 0°
>
> If you need any additional information let me know.
>
> VINCENT MCKENZIE, P.E.
>
> SYSTEMS ENGINEER
>
> WATER & SEWER DIVISION
>
> STARKVILLE UTILITIES
>
> Phone: 662-323-3133 ext. 131



OPEN CUT TRENCH FOR GRAVITY SEWER -
SEE SHEET NO. 23 FOR DETAILS

MH 750505
STA: 2+34.76
TOP: 339.00
INV IN: 331.75 12" PVC
INV OUT: 331.65 12" PVC

MH 750503 (EXISTING)
STA: 0+00.00
TOP: 338.00
INV IN: 330.73 12" PVC

MH 750504
STA: 1+54.70
TOP: 340.00
INV IN: 331.40 12" PVC
INV IN: 331.40 8" PVC
INV OUT: 331.30 12" PVC

MH 750506
STA: 4+29.46
TOP: 339.57
INV IN: 332.35 8" PVC
INV OUT: 332.25 12" PVC

MH 750601
STA: 5+37.68
TOP: 340.54
INV IN: 332.85 12" PVC
INV OUT: 332.75 12" PVC

MH 750602
STA: 6+23.56
TOP: 341.00
INV IN: 333.25 12" PVC
INV OUT: 333.15 12" PVC

MH 750603
STA: 7+57.26
TOP: 342.50
INV IN: 333.85 12" PVC
INV IN: 333.85 8" PVC
INV OUT: 333.75 12" PVC

MH 750605
STA: 10+49.55
TOP: 345.50
INV IN: 335.00 8" PVC
INV IN: 335.00 12" PVC
INV OUT: 334.90 12" PVC

MH 750607
STA: 12+97.06
TOP: 346.00
INV OUT: 336.00 12" PVC

PHASE I

PHASE I

PHASE I

ROUTE PA-2-1

ROUTE PA-2-2

ROUTE PA-2

ROUTE PA-2-3

ROUTE PA-2-4

BARNETT DRIVE

LINDLEY AVENUE

STA: 0+00

STA: 2+35

STA: 4+30

STA: 6+24

STA: 7+57

STA: 10+50

STA: 11+50

STA: 12+97



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

AGENDA ITEM NO:
AGENDA DATE: December 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to purchase a truck storage structure for the Starkville Electric Division Equipment in the amount of \$44,977.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 662-323-3133 ext. 101

SUGGESTED MOTION:

Move approval for authorization to award lowest and best quote from T&M Steel to purchase a equipment storage structure in the amount of \$44,977.00.

Jason Horner

From: Tom Sneed <tomksneed@aol.com>
Sent: Thursday, November 8, 2018 3:49 PM
To: Jason Horner
Subject: Re: Starkville Electric Truck Storage Quote

Jason,
After my email this morning I received an updated quote from another manufacturer and we can reduce your price by \$5,000. Revised price \$44,977.
Thanks

**Tom Sneed
T&M Steel
P.O. Box 2305
Columbus, MS 39704
662-328-2860 (ph)
662-328-2889 (fx)
662-574-0147 (cell)
tomksneed@aol.com**

-----Original Message-----

From: Jason Horner <jhorner@starkvilleutilities.com>
To: tomksneed@aol.com <tomksneed@aol.com>
Sent: Wed, Nov 7, 2018 8:47 am
Subject: FW: Starkville Electric Truck Storage Quote

Tom,

Is the attached quote still valid? Also please note we do not pay sales tax.

Thanks,

Jason Horner
System Engineer
Starkville Electric Department

Office (662)323-3133 EXT 114
Fax (662)324-4025



From: Tom Sneed <tomksneed@aol.com>
Sent: Friday, June 1, 2018 1:37 PM
To: Jason Horner <jhorner@starkvilleutilities.com>
Subject: Starkville Electric Truck Storage Quote

Please see the attached quote. Call with questions or need clarifications.

Tom Sneed
T&M Steel
P.O. Box 2305
Columbus, MS 39704
662-328-2860 (ph)
662-328-2889 (fx)
662-574-0147 (cell)
tomksneed@aol.com

Date of Approval: _____



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

AGENDA ITEM NO:
AGENDA DATE: December 18, 2018
PAGE: 1 of 1

SUBJECT: Request authorization to purchase tilt bed trailer for hauling utility equipment such as excavators and bobcats.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 662-323-3133 ext. 101

SUGGESTED MOTION:

Move approval for authorization to award lowest and best quote from Turner Farms and Trailer Sales to purchase a tilt bed trailer for hauling utility equipment in the amount of \$5,860.00.

TURNER FARMS & TRAILER SALES

12971 MS Hwy. 15

Mantee, MS 39751

662-456-3972

662-542-9807

trnrfarm@gmail.com

DATE 11-19-18

Estimate For:

Starkville Utilities

Mr. Sean Johnston

Starkville, MS.

662-722-0033

Trailer Specifications: 2019 Delta Bumper Pull, Tandem 7K Axles, Tilt
Bed Trailer 7' x 20' Electric Brakes Both Axles, Low Profile, 2 5/16"
Forged Coupler, DOT Reflective Tape.

Price \$5,860.00

THANKS--Ken O. Turner

Ken O. Turner Dealer 11-19-18 Date
Buyer _____ Date

NEW EQUIPMENT



Triple C Trailers

4438 Hwy 82
Maben, MS 39750
662-323-4500
662-552-1461

Estimate

Estimate No: 49
Date: 11/29/2018

For: Starkville Utilities

Description	Quantity	Rate	Amount
7x20 Tilt Equipment Trailer 14k Capacity Electric Brakes 16" Tires	1	\$6,200.00	\$6,200.00*

*Indicates non-taxable item

Subtotal	\$6,200.00
Total	\$6,200.00
Total	\$6,200.00