



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE,  
MISSISSIPPI  
January 15, 2019**

**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, JANUARY 15, 2019  
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 18, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

**V. ANNOUNCEMENTS AND COMMENTS**

**A. MAYOR'S COMMENTS:**

New employee Introductions:

Parks - Joe Dan Baker - Field Maintenance Worker

Fire Department - Martin Hall & Matthew Scerbak - Firefighters

Sanitation - Jacolby Mobley - Maintenance Worker and Alex Esters - Driver

Utilities - Eileen Hill - Executive Administrative Assistant

Police Department - Latoya Williams – Dispatcher

**B. BOARD OF ALDERMEN COMMENTS:**

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. 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.

**IX. MAYOR'S BUSINESS**

**X. BOARD BUSINESS**

A. CONSIDERATION OF APPROVING THE APPOINTMENT OF P.C. MCLAURIN TO SERVE ON THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD FOR THE TERM COMMENCING JANUARY 1, 2019 UNTIL DECEMBER 31, 2022.

**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 VA 19-01 A REQUEST BY RYAN ASHFORD ON BEHALF OF PETERS ROCK TEMPLE TO ALLOW FOR A SIDEWALK VARIANCE AT 223 DR. MARTIN LUTHER KING DRIVE WEST WITH THE PROPERTY NUMBERS 118O-00-158.00 AND 118O-00-156.00.
- b. CONSIDERATION OF LW 19-01 A REQUEST FOR LANDSCAPE WAIVER FROM SECTION 5 AND 6 FOR THE NEW POWERSTROKE LOCATED AT 310 INDUSTRIAL PARK ROAD IN AN M-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102L-00-009.00.
- c. CONSIDERATION OF SENDING KEEP STARKVILLE BEAUTIFUL EXECUTIVE DIRECTOR AMY COUNTERMAN TO TRAVEL TO KEEP AMERICA BEAUTIFUL'S 2019 NATIONAL CONFERENCE TO ACCEPT THE BILL NASH AWARD ON BEHALF OF KEEP STARKVILLE BEAUTIFUL.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

- 1. CONSIDERATION OF APPROVAL FOR THE MAYOR TO SIGN AN ENGINEERING SERVICES CONTRACT WITH GARVER ENGINEERING FOR THE HIGHWAY 12 SIDEWALKS PROJECT AND AUTHORIZATION TO PROCEED WITH THE SURVEYING, PLANNING AND DESIGN.
- 2. CONSIDERATION OF ACCEPTING THE ACCEPTING THE \$588,000 IN FEDERAL TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS, WHICH REQUIRES A 20% MATCH, TO CONSTRUCT A MULTI-USE PATH FROM THE INTERSECTION OF HIGHWAY 12 AND SPRING STREET TO THE MISSISSIPPI STATE UNIVERSITY AMPHITHEATER, AND AUTHORIZING THE MAYOR TO ACTIVATE THE PROJECT, EXECUTE A PRELIMINARY ENGINEERING CONTRACT ALONG WITH ANY NECESSARY MDOT RELATED PAPERWORK AND A MOU WITH MSU AND OKTIBBEHA COUNTY.
- 3. CONSIDERATION OF DECLARING STREET DEPARTMENT 1999 FORD F-350 (VIN: 1FTSW30S2XED83673) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST OF \$26,596.00.

#### E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 9, 2019 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 DECEMBER 2018 FINANCIAL STATEMENTS.

#### F. FIRE DEPARTMENT

1. CONSIDERATION OF A LEASE AGREEMENT WITH US BANCORP GOVERNMENTAL LEASING IN THE AMOUNT OF \$1,462.910.00 OVER TWELVE YEARS AT 3.48% INTEREST FOR THE LEASE PURCHASE OF A FIRE TRUCK.

#### G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRIEANA CALVERT AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO EXTEND HALBERT BLAIR TO WORK IN THE STREET DEPARTMENT FOR ANOTHER ONE-HUNDRED TWENTY (120) DAYS AS FULL-TIME TEMPORARY SEASONAL EMPLOYEE (MAINTENANCE WORKER).
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A DIGITAL MEDIA/COMMUNICATION SPECIALIST INTERN FOR THE CITY OF STARKVILLE.

#### H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

#### I. PARKS

1. CONSIDERATION OF APPROVAL OF CONCESSIONS AGREEMENT WITH FRED TATE, SOLE RFP RECEIVED, IN THE AMOUNT OF \$1,000.00.

J. POLICE DEPARTMENT

1. REQUEST CONSIDERATION OF A THYSSENKRUPP CORPORATION AGREEMENT FOR ELEVATOR MAINTENANCE AT THE STARKVILLE POLICE DEPARTMENT FOR SIXTY MONTHS AT \$325.21 PER MONTH.
2. REQUEST AUTHORIZATION FOR OFFICER ANGELICA COLBERT TO ATTEND A D.A.R.E. CLASS JANUARY 28 – FEBRUARY 8 IN LOUISVILLE, MS AT A COST OF \$1,499.00.

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE SOUTH MONTGOMERY STREET AT ACADEMY DRIVE TRAFFIC SIGNAL RENOVATIONS.
2. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM KUSTERS-WATER IN THE AMOUNT OF \$6,600.00 FOR THE LABOR TO REPLACE THE FAILED FILTER AND BAR SCREEN AT THE WASTEWATER PLANT.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM KUSTERS-WATER (MANUFACTURER) IN THE AMOUNT OF \$18,826.00 FOR THE MATERIAL TO REPLACE THE FAILED FILTER AND BAR SCREEN AT THE WASTEWATER PLANT.
4. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$15,701.89 FOR THE PURCHASE OF A WATER TAP MACHINE FOR THE WATER DIVISION OF STARKVILLE UTILITIES.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PERSONNEL

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL FEBRUARY 5, 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: 1-15-18**  
**PAGE: 1 of 32**

**SUBJECT:** Request approval of the minutes of the December 18, 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

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**SUGGESTED MOTION:** Approval of the minutes of the December 18, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF STARKVILLE, MISSISSIPPI  
December 18, 2018**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on December 18, 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:**

Mayor Spruill asked to add Pending Litigation under Executive Session.

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

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

Alderman Walker offered a motion, duly seconded by Alderman Sistrunk, to approve the December 18, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE  
CITY OF STARKVILLE, MISSISSIPPI  
RECESS MEETING OF TUESDAY, DECEMBER 18, 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 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 A 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 AN 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 AN 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**

PENDING LITIGATION

**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.*

**Consent items 2 – 23:**

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

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 4, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a 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” is enumerated, this consent item is thereby approved.



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:

|                                                            |                                                            |
|------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Business Hours Telephone Support  | <input checked="" type="checkbox"/> Free Software Updates  |
| <input checked="" type="checkbox"/> 24/7 Telephone Support | <input type="checkbox"/> On-Site Technician for Repairs    |
| <input type="checkbox"/> 25% Discount on Parts             | <input checked="" type="checkbox"/> Prepaid Ground Freight |
| <input checked="" type="checkbox"/> 40% Discount on Parts  | <input type="checkbox"/> Lightning Protection              |
| <input type="checkbox"/> 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

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**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

**4. CONSIDERATION OF APPROVAL OF A 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.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved.

**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

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D. Lynn Spruill, Mayor

ATTEST: \_\_\_\_\_  
Lesa Hardin, City Clerk

## **5. CONSIDERATION OF ACCEPTANCE OF THE NOVEMBER 2018 FINANCIAL STATEMENTS.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the November 2018 financial statements” is enumerated, this consent item is thereby approved.

## **6. CONSIDERATION OF 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.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a commercial burn permit to Davis Jackson to burn cleared debris associated with a construction project at Phase 9 of Huntington Park, west side of the development” is enumerated, this consent item is thereby approved.

## **7. CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN OKTIBBEHA COUNTY, MISSISSIPPI AND STARKVILLE, MISSISSIPPI RELATING TO JOINT FIRE TRAINING.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of an interlocal agreement between Oktibbeha County, Mississippi and Starkville, Mississippi relating to joint fire training” ” is enumerated, this consent item is thereby approved.

(Agreement follows on next page)

## **8. CONSIDERATION OF 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.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved.

(Agreement follows Interlocal Agreement)

**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: \_\_\_\_\_

**9. CONSIDERATION TO HIRE KENYA BIBB AS A CERTIFIED POLICE OFFICER.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Kenya Bibb as a Certified Police Officer for the Starkville Police Department” is enumerated, this consent item is thereby approved.

**10. CONSIDERATION TO HIRE ALEX ESTERS AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICE DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Alex Esters as a Driver in the Sanitation & Environmental Service Department” is enumerated, this consent item is thereby approved.

**11. CONSIDERATION TO HIRE JOE DAN BAKER AS A FIELD MAINTENANCE WORKER IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Joe Dan Baker as a Field Maintenance Worker in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

**12. CONSIDERATION TO HIRE GARRETT HEARN AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Garrett Hearn as a part-time Athletic Assistant in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

**13. CONSIDERATION TO ADVERTISE FOR A PART-TIME RECEPTIONIST IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Receptionist in the Starkville Park and Recreation Department” is enumerated, this consent item is thereby approved.

**14. CONSIDERATION TO ADVERTISE FOR AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Airport Operations Manager in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

**15. CONSIDERATION 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.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

**16. CONSIDERATION TO HIRE ORATHIO ROBINSON AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Orathio Robinson as a Maintenance Worker III in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacolby Mobley as a Maintenance Worker I in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Eileen Hill, as the Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

**19. REQUEST AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONCESSIONS SERVICE IN THE PARKS AND RECREATION DEPARTMENT.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise a request for proposals for concessions service in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

**20. REQUEST AUTHORIZATION OF DEDICATION AND ACCEPTANCE OF WARRANTY DEED FOR RESERVED LOT IN DEERFIELD SUBDIVISION FOR USE BY STARKVILLE UTILITIES.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the dedication and acceptance of warranty deed for reserved lot in Deerfield Subdivision for use by Starkville Utilities, with Starkville Utilities to pay the outstanding taxes of \$441.84” is enumerated, this consent item is thereby approved.

**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.

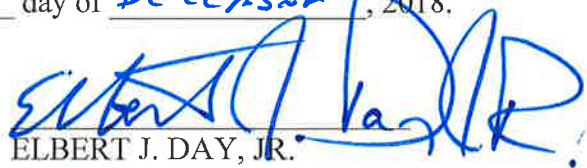
Being a lot in the Northeast Corner of Deerfield Subdivision designated as Lot C and as "reserved" on the Plat recorded in Plat Book 4, Page 13 in the Chancery Clerk's Office, Oktibbeha County, Mississippi, and bearing Parcel No. 105L-00-014.00 .

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 11<sup>th</sup> 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 11<sup>th</sup> 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:  
\_\_\_\_\_



Oktibbeha County, MS  
I certify this instrument was filed  
on 12/19/2018 08:38:39 AM  
and recorded in the  
Deed  
Book 2018 Page 22324 - 22327  
Sharon Livinston, Chancery Clerk

**21. REQUEST 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.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

Quotes received excluding delivery fees: Lee’s Precast, Inc. – \$ 12,985.00 and the Precast Group - \$15,815.00.

**22. REQUEST AUTHORIZATION TO AWARD LOWEST AND BEST QUOTE FROM T&M STEEL TO PURCHASE AN EQUIPMENT STORAGE STRUCTURE IN THE AMOUNT OF \$44,977.00.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval to award lowest and best quote from T&M Steel to purchase a equipment storage structure in the amount of \$44,977.00” is enumerated, this consent item is thereby approved.

Quotes received: T&M Steel - \$44,977.00 and The Welding Works - \$ 48,672.00.

**23. CONSIDERATION 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.**

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the December 18, 2018 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

Quotes received: Turner Farms & Trailer Sales - \$ 5,860.00 and Triple C Trailers - \$6,200.00.

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:**

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

**BOARD OF ALDERMEN COMMENTS:**

Alderman Miller noting the passing of Laverne Stegall, MML Project Coordinator. He recognized her contributions and service to Mississippi municipalities through her many years of service.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, stated that some citizens are concerned with dangerous dogs. He asked that the area of Forest Creek near Hwy 25 be looked at for additional lighting.

Kelly Prather, Country Club Estates, asked that officials look at Leigh Lane, Bryce Lane and surrounding streets. They all need attention and repairs. Alderman Walker asked City Engineer Edward Kemp to address the area. Mr. Kemp noted that before streets can become public roads, 85% of the homes must have Certificate of Occupancy permits. The area is near that percentage and the developer is planning to construct permanent roads in early 2019. Alderman Walker requested an update in a few months as to the status.

John Hill, 153 Northside Drive, asked for a continuance of time to clean his grandmother’s home at 132 Yellow

Jacket Drive. Due to all the recent wet weather, he has been unable to work on the property. Mayor Spruill agreed to speak to the Code Compliance officer and update Mr. Hill about an extension of time.

William Parker, owner of Power Stroke Equipment in the Industrial Park, asked for consideration on road and driveway width. He needs 20 feet to access his building. He noted the MDOT regulations the Board would be voting on later in the meeting say 16 feet. Edward Kemp and Community Planner Daniel Havelin will meet with him to discuss options.

John Tolliver, 26 Choctaw Road, had a sewer backup at his home on September 5. He asked that the City work to get the matter resolved. He also asked that the City address the homeless population in Starkville and work towards helping these people.

Chris Taylor thanked the elected officials for their service. His term as NAACP President ends December 31 and he asked that all people respect others.

### **PUBLIC APPEARANCES:**

#### **DOROTHY ISAAC – STARKVILLE COMMUNITY CONCERNS**

Dorothy Isaac expressed that she feels too much money is spent on in-kind services for special events. She noted there are no new businesses in the Rolling Hills area and that more low income housing is needed and fewer high rise apartments. She asked that the downtown area be more handicap friendly and that the Board find more ways to assist handicap people. She would like to see more black Aldermen in the future, more justice and more togetherness.

#### **24. 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.**

Jacob Forrester presented options for future fueling of City vehicles and equipment. He listed the options as:

- 1) Do nothing, continue operating in house station, 2) upgrade current facilities or 3) transition to state contract purchasing (Fleetcor) system.

Alderman Sistrunk, duly seconded by Alderman Miller, offered a motion to transition fuel acquisition to FleetCor Technologies Operating Company, LLC for the ensuing 2019 Calendar Year with the fuel acquisition to 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. The City Clerk and Mr. Forrester will report to the Board after one quarter of operation as to the status of the new plan. Fleetcor currently holds the state contract pricing on fuel.

The Board voted as follows:

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

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

**25. 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.**

Daniel Havelin and Emily Corban presented the request. 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. 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. As of this date, the Planning Office has received one in person visit against the request and two letters against the request.

The City Attorney noted the four conditions a variance request needs to meet as outlined in Appendix A, Article VI, Section K. The Mayor then opened the meeting up for comments and discussion.

Jason Pepper, applicant, asked that the variance be granted in that the rear parking conditions were requested by the City's development staff, causing the need for the setback variance.

Joe Fratesi, 511 Greensboro Street, stated he is not against the development itself, but feels a setback variance will set a precedent in the neighborhood, opening the door for future variances.

Jeremy Murdock, 502 Greensboro Street, noted that the development is adjoining a historic neighborhood and that any development should align with existing homes. He asked that the Board uphold the Board of Adjustments and Appeals denial.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion to deny Variance Request VA 18-12 based on a finding that the request does not meet the four criteria required as listed in Appendix A, Article VI, Section K.

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.

**26. CONSIDERATION 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.**

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 December 11, 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   | \$ 264,329.22   |
| Airport Fund                  | 015   | 20,946.64       |
| Sanitation                    | 022   | 63,878.82       |
| Landfill                      | 023   | 649.50          |
| Industrial Park Bond          | 303   | 13,954.61       |
| Public Improvement Bonds 2018 | 319   | 4,910.00        |
| Park and Rec, Tourism         | 375   | 2,200.00        |
| Sub Total Before Utilities    |       | \$ 370,868.79   |
| Utilities Dept.               | SED   | 1,284,555.98    |
| Total Claims                  | Total | \$ 1,655,424.77 |

## **27. REQUEST AUTHORIZATION TO ADVERTISE FOR AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING/ UTILITES DEPARTMENT.**

Upon the motion of Alderman Miller, duly seconded by Alderman Little, the Board voted to advertise for an engineering inspector in the Starkville Engineering / Utilities Department as follows:

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

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

## **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.

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

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

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

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

## **29. A MOTION TO ENTER EXECUTIVE SESSION.**

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of pending litigation related to property acquisition of the landfill. Following a second by Alderman Miller, the Board voted as follows to enter

Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of pending litigation related to property acquisition at the landfill.

At this time, the Board entered Executive Session.

## **30. 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.

## **31. CONSIDERATION OF A MOTION TO APPROVE THE SETTLEMENT OF STARKVILLE VS EVANS LANDFILL LITIGATION.**

Alderman Walker offered a motion to approve the settlement of Starkville vs Evans et al, Cause #297-0416CVH for the sum of \$30,000. 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.

**32. MOTION TO ADJOURN UNTIL JANUARY 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until January 2, 2019 @ 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.

\_\_\_\_\_  
D. LYNN SPRUILL, MAYOR

Attest:

\_\_\_\_\_  
LESA HARDIN, CITY CLERK

(SEAL)



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** January 15, 2019  
**PAGE:** Page 1 of 19

**SUBJECT:**

Public Hearing and Consideration 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

**SUMMARY:**

The applicant is seeking to rezone from R-3 to C-2 based on a manifest error in the ordinance and a public need to correct the error. The three parcels are also apart of a Preliminary Plat request and a Variance request from sidewalk requirements.

35 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 November 19, 2018 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information, one in-office visit against the request, three letters against the request, and two emails against the request (See Attachment B). Two of the letters were from property owners directly south of the subject property at 14 and 18 Canal Street (See Attachment C). Per § 17-1-17., of the Mississippi Code of 1972, as amended, a three-fifths (3/5) favorable vote by the Board of Aldermen will be required to approve the rezoning request.

After the Public Hearing with the Planning and Zoning Commission, the applicant emailed staff with a request to modify the recommended condition by the Planning and Zoning Commission (see attachment A).

Recommended Condition by the Planning and Zoning Commission:

1. Landscape buffer requirements be applied along Canal Street once the intensity of use is determined.

**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

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**SUGGESTED MOTION:**

Move approval of RZ 18-10 a request to Rezone 3 parcels lot located north side of Canal Street from R-3 to C-2 based on a manifest error in the ordinance and a public need to correct the error with conditions.



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

**STAFF REPORT**

**To:** Members of the Planning & Zoning Commission  
**From:** Daniel Havelin, City Planner (662-323-2525 ext. 3136)  
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)  
**Subject:** RZ 18-10 Request to Rezone 3 parcels lot located 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  
**Date:** November 13, 2018

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of 4-J I LP to rezone 3 parcels located on the north side of Canal Street from R-3 to C-2 with the property #102H-00-023.00, 102H-00-022.00, and 102H-00-021.00. Please see attachments 1-3.

**BACKGROUND INFORMATION:**

The applicant is seeking to rezone from R-3 to C-2 based on a manifest error in the ordinance and a public need to correct the error. The applicant is also proposing to subdivide the property.

| Zoning Change Subject Property                        |                     |                            |          |                |
|-------------------------------------------------------|---------------------|----------------------------|----------|----------------|
| Properties                                            | 1960s-<br>1970s Map | 1982-1991<br>Map           | 2000 Map | Current<br>Map |
| 102H-00-023.00<br>102H-00-022.00<br>102H-00-021.00    | C-2                 | R-3                        | R-3      | R-3            |
| Zoning Change Adjacent Properties                     |                     |                            |          |                |
| Properties                                            | 1960s-<br>1970s Map | 1982-1991<br>Map           | 2000 Map | Current<br>Map |
| North                                                 | C-2                 | C-2                        | C-2      | C-2            |
| East                                                  | R-3                 | R-3                        | R-3      | R-3            |
| South                                                 | R-3                 | R-3                        | R-3      | R-3            |
| West                                                  | C-2                 | C-2                        | C-2      | C-2            |
| Zoning and land uses adjacent to the subject property |                     |                            |          |                |
| Direction                                             | Zoning              | Current Use                |          |                |
| North                                                 | C-2                 | Commercial- Restaurant     |          |                |
| East                                                  | R-3                 | Residential- Single Family |          |                |
| South                                                 | R-3                 | Residential- Single Family |          |                |
| West                                                  | C-2                 | Residential- Vacant        |          |                |

**NOTIFICATION:**

35 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 October 15, 2018 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information, one in-office visit against the request, three letters against the request, and two emails against the request (See Attachment A). Two of the letters were from property owners directly south of the subject property at 14 and 18 Canal Street. Per § 17-1-17., of the Mississippi Code of 1972, as amended, a three-fifths (3/5) favorable vote by the Board of Aldermen will be required to approve the rezoning request.

**REZONING REQUEST:**

The subject property rezoning request is from R-3 Multi-family to C-2 General Business. The differences between zones are:

**Current Zoning District:*****Sec. E. - R-3 residential zoning regulations.***

*These [R-3 residential] districts are intended to be composed mainly of multifamily residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 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, one-family dwelling: 5,000 square feet.*
  - (b) *Minimum lot area, duplex dwelling: 7,000 square feet.*
  - (c) *Minimum lot area, triplex dwelling: 9,000 square feet.*
  - (d) *Minimum lot area, fourplex dwelling: 11,000 square feet.*
  - (e) *Minimum lot width at the building line:*
    - One-family dwelling: 50 feet.*
    - Duplex, triplex or fourplex: 70 feet.*
  - (f) *Minimum depth of front yard: 25 feet.*
  - (g) *Minimum depth of rear yard: 20 feet.*
  - (h) *Minimum width of each side yard: Five feet.*
  - (i) *Maximum height of structure: 45 feet.*
4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

## **Proposed Zoning District:**

### **Sec. L. - C-2 business (general business) zoning district regulations.**

*These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]*

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. *Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.*
4. *Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*
5. *Maximum height of building or structures: 45 feet.*
6. *Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
7. *Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
8. *All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*
  - a) *The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
  - b) *The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
  - c) *The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*

9. *All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*

(Ord. No. 2014-4, 9-16-14)

### **Permitted and Conditional Uses:**

#### **R-3**

The following uses are permitted by right in the R-2 zoning district:

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, 3 & 4-family
4. Dwelling, 2-family
5. Parks & Recreation, Passive

The following uses are allowed by conditional use in the R-2 zoning district:

1. Accessory Dwelling unit
2. Bed & Breakfast Inn
3. Manufactured Home
4. Personal Care/Group Home
5. Community Services
6. Family Child Care
7. Education Facilities
8. Government Facilities
9. Parks & Recreation, Active
10. Places of Worship
11. Public Spaces

#### **C-2**

The following uses are permitted by right in the C-2 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Bed & Breakfast Inn
4. Boarding/Rooming House
5. Dormitory
6. Personal Care/Group Home
7. Child Care
8. Government Facilities
9. Institutional and Health Care Facilities
10. Parks & Recreation, Active
11. Parks & Recreation, Passive
12. Public Spaces
13. Transportation
14. Utilities

15. Business Offices
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. Funeral Home
19. General Retail & Services
20. Personal Services
21. Recreation and Entertainment, Indoor
22. Vehicular Sales & Service
23. Visitor Accommodations & Services
24. Trades & Skilled Services
25. Warehousing & Distribution
26. Wholesale Services

The following uses are allowed by conditional use in the C-2 zoning district:

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, multi-family
4. Dwelling, 3 & 4-family
5. Dwelling, 2-family
6. Fraternity/Sorority House
7. Manufactured Home
8. Community Services
9. Education Facilities
10. Places of Worship
11. Wireless Communication Towers
12. Car Title Loan, Payday Advance or Loan Business
13. Parking Lots & Garages
14. Recreation and Entertainment, Outdoor
15. Manufacturing, light
16. Farm Support

## STATE REZONING CRITERIA

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

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
  - The applicant states that there is an apparent error in the map with the change in zoning between the 1960s-1970s Map and 1982-1991 Map.
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

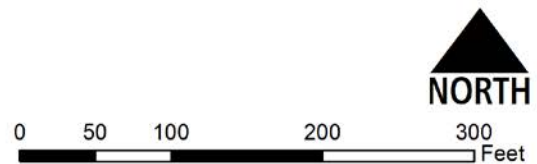
There have been six Rezoning with a ½ mile of the subject properties since 2013.

- Garden Properties LLC (Bentbrook Subdivision) - Rezoned from R-1 to R-3a in December of 2013
- The Cottages at Starkville Station- Rezoned from R-5 to R-4a in April of 2014
- Sonic Restaurant- R-3 to B-1 in April of 2014
- CAW Properties LLC (former site of mobile home park south of Starkville High School)- Rezoned from R-6 to R-5 in December of 2014
- 712 South Montgomery Street- Rezoned from R-1 to R-3 in July 2015
- 300 Yellow Jacket Drive- Rezoned from R-1 to R-3a in August of 2018

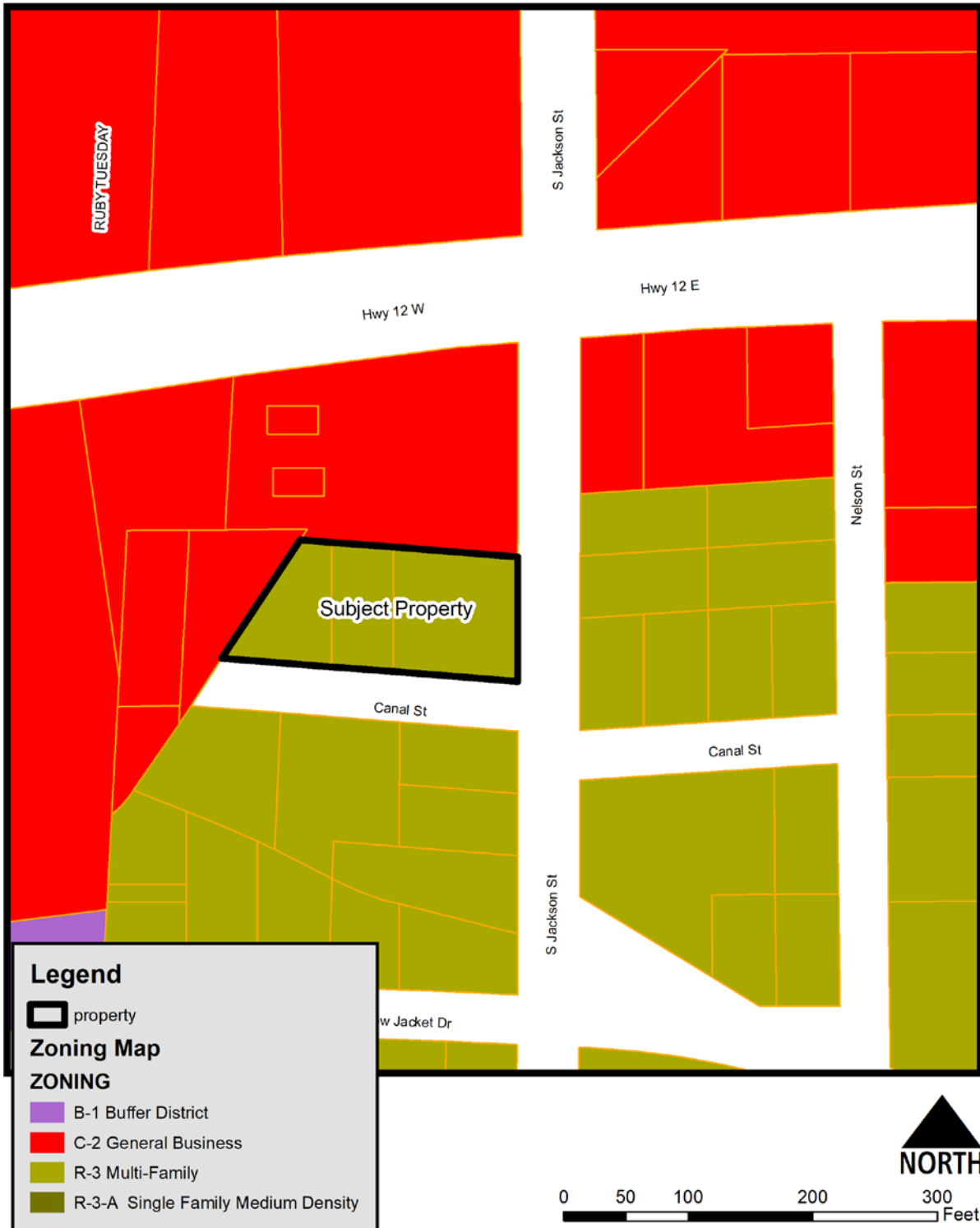
**Consistency with Comprehensive Plan:** The proposed rezoning would generally be consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The 2016 Comprehensive Plan list the placetype as Suburban Corridor.

**Land Use Compatibility:** The proposed rezoning would be consistent and compatible with some of the adjacent land. The land use to the north is commercial. The proposed lot subdivision would add the subject properties to the properties to the north.

Attachment 1  
RZ 18-10 Aerial



Attachment 2  
RZ 18-10 Zoning



## THE PLAN

### PLACE TYPES: SUBURBAN AREAS

#### CORRIDORS

##### Suburban Corridors

###### Locations

Segments of Hwy. 12, Old Hwy. 25, Hwy. 182, and Stark Rd.

###### Spatial Form

Linear along primary roads

###### Land Uses

Primarily commercial, particularly retail and dining with drive-thru windows, as well as office and multi-family housing

###### Density / Intensity

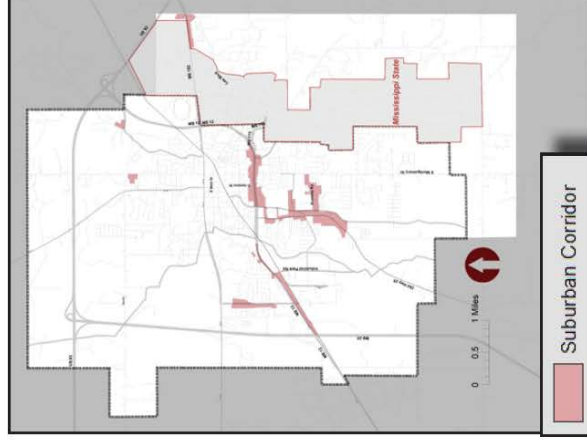
Moderate density / intensity

###### Development Form

Auto-oriented form with low-rise buildings fronting parking lots, but softened with generous landscaping

###### Street Types

Boulevards and Avenues



## Attachment A- Letter from Applicant

11/20/2018

City Of Starkville Mail - condition language draft



Daniel Havelin <d.havelin@cityofstarkville.org>

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### condition language draft

1 message

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David Josey <davidhJosey@gmail.com>

Fri, Nov 16, 2018 at 7:37 AM

To: Daniel Havelin <d.havelin@cityofstarkville.org>

Cc: Jason Pepper <jasonpepper@peppersurveying.com>, wmbrooks@wmbrooks.com

Daniel,

I visited with Jason yesterday afternoon regarding the rezoning condition. He suggested that I draft some language and get it to you. See outline below.

Our biggest concern is prematurely committing an unknown project to a fixed condition. Also, the likely change for future use of this area needs to be considered. Consequently, it is important that the condition's language accommodates those uncertainties and allows flexibility.

Let me know if I can help further or if you'd like for me to resend in paragraph form.

\* Though Canal St itself constitutes some buffering, a "landscaped buffer" is needed for visual screening.

\* The "landscaped buffer" shall be 10-15 ft in width and will be located on the perimeter of "Lot 2's" south property line along Canal St. Said buffer will not alter or extend existing setback requirements.

\* Said "landscaped buffer" will not limit or alter any project or site plan's ingress/egress requirements from Canal St to "Lot 2".

\* The degree of width and the materials used for "landscaped buffer" will be contingent on the level of comparability between existing Canal St residences and prospective use of "Lot 2". Design and material can best be determined once that use and site plans are available.

\* A "landscaped buffer" design application shall be presented to City Planner by the developer of "Lot 2" and will be reviewed/approved by the city's DRC.

\* Should current use change in the future for existing Canal St residences, relative to new comprehensive plan, and that new use is less conflicting (need for buffering), modification of installed "landscaped buffer" will be considered based on the new use's comparability with use of "Lot 2".

\* Application for modifying the design and redoing the "landscaped buffer" shall be presented to City Planner by owner/developer of "Lot 2" and will be reviewed/approved by the city's DRC.

Sent from my iPhone

## Attachment B- Letters Against

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November 23, 2018

Lynn Spruill, Mayor City of Starkville  
Ben Carver, Alderman Ward 1  
Sandra Sistrunk, Alderman Ward 2  
David Little, Alderman Ward 3  
Jason Walker, Alderman Ward 4  
Patrick Miller, Alderman Ward 5  
Roy A Perkins, Alderman Ward 6  
Henry N. Vaughn Sr., Alderman Ward 7

Re: RZ 18-10 Rezoning of parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business

This letter is written in opposition to the Rezoning of the parcels that are located at the northwest corner of the intersection of Canal Street and South Jackson Street with the parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business.

As property owners located at 14 Canal Street, we believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

- Increased noise pollution
- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12
- Excessive bright night lighting that would affect the quality of sleep for the residential properties.
- Aesthetic deterioration generated from commercial activity
- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold
- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life
- Loss of Privacy

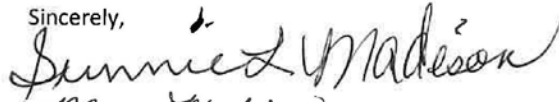
Starkville is designated a Certified Retirement City by Mississippi's Hometown Retirement Program. On the website [www.starkville.org](http://www.starkville.org), the city has posted the following statement, "If you're looking for just the right place to enjoy your retirement years, you're not likely to find anywhere as pleasant and affordable as Starkville, Mississippi". As retired and life-long residents of the City of Starkville, that is the quality of life that we expect from our Board of Aldermen, Mayor and other elected officials. How can we enjoy our retirement years with the possible negative impacts listed above to our home and neighborhood?

While we do support Economic Development in the City of Starkville but feel that it should not come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our families.

---

We are asking for your support of our home and neighborhood, just as you have asked for our support in your election/re-elections that you vote against this proposed rezoning.

Sincerely,

  
Mary Madison

Sunnie Madison  
Mary Madison

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November 23, 2018

Lynn Spruill, Mayor City of Starkville  
Ben Carver, Alderman Ward 1  
Sandra Sistrunk, Alderman Ward 2  
David Little, Alderman Ward 3  
Jason Walker, Alderman Ward 4  
Patrick Miller, Alderman Ward 5  
Roy A Perkins, Alderman Ward 6  
Henry N. Vaughn Sr., Alderman Ward 7

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As residents in the impacted neighborhood, we believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

- Increased noise pollution
- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12
- Excessive bright night lighting that would affect the quality of sleep for the residential properties.
- Aesthetic deterioration generated from commercial activity
- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold
- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life
- Loss of Privacy

While we do support Economic Development in the City of Starkville but feel that it should not come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our families.

We are asking for your support of our home and neighborhood, just as you have asked for our support in your election/re-elections that you vote against this proposed rezoning.

Sincerely, *Michael Johnson*

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November 23, 2018

Lynn Spruill, Mayor City of Starkville  
Ben Carver, Alderman Ward 1  
Sandra Sistrunk, Alderman Ward 2  
David Little, Alderman Ward 3  
Jason Walker, Alderman Ward 4  
Patrick Miller, Alderman Ward 5  
Roy A Perkins, Alderman Ward 6  
Henry N. Vaughn Sr., Alderman Ward 7

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As owner of the property located at 18 Canal Street, I believe that our neighborhood and property will be negatively impacted and negatively affected by this rezoning change. I was born and raised in the Starkville area then moved away to pursue my career. I recently retired and fulfilled my dream of one day owning a small retirement home in Starkville. The rezoning of this property simply destroys the reasons I bought the property. In my opinion, by approving the rezoning of this property designation from residential to "Commercial Property," only serves the **personal agenda** of the current owners, who do not live in the area and are not sympathetic to our quality of life. Simply put, the rezoning isn't for the betterment of Starkville, but to promote the sale of this property as commercial property vs residential property. If approved, the property will be marketed and sold at a much higher price and the current owners couldn't care less about what type business will be approved for this location. Regardless of the business, it will have the following negative impacts to our community:

- **Considerably lower the value and quality of life for current residents**
- **Increased noise pollution**
- **Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12**
- **Excessive bright night lighting that would affect the quality of sleep for the residential properties.**
- **Aesthetic deterioration generated. from commercial activity**
- **Negative impacts on residential properties in close proximity, which will likely decrease the attractiveness of the location and lower the value of the residential lots to be sold**

- **Impacts Related to Neighborhood Character, History, and Culture** -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life
- **Loss of Privacy**

Starkville is designated a Certified Retirement City by [Mississippi's Hometown Retirement Program](#). On the website [www.starkville.org](http://www.starkville.org), the city has posted the following statement, "If you're looking for just the right place to enjoy your retirement years, you're not likely to find anywhere as pleasant and affordable as Starkville, Mississippi". that is the quality of life that we expect from our Board of Aldermen, Mayor and other elected officials. How can we enjoy our retirement years with the possible negative impacts listed above to our home and neighborhood?

I recently retired and plan to return to Starkville as a Canal Street resident. My entire family is life-long residents of the City of Starkville and have enjoyed the quality of life here.

While we do support Economic Development in the City of Starkville but feel that it should not come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families.

I understand there are certain laws and provisions that protect certain wildlife habitat from destruction through construction and development. If a habitat threatening project is deemed necessary and it promises to disrupt or destroy that animals habitat, the animal must be relocated and its habitat reconstructed so as to guarantee the animals quality of life remain equal.

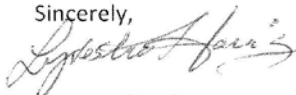
Canal Street residents are human and their lives are of greater importance than that of animals. Therefore, we want you to protect our homes, our families and surrounding habitat.

**I understand that approval/disapproval of this rezoning request comes as a result of City Alderman's vote.**

**You have asked for community support in your election/re-elections and you got it.**

**We are now asking for your support to protect our homes and neighborhood by voting against this proposed rezoning.**

Sincerely,



Lyvestra Harris

Rosilyn "Missy" Zuber 

Cicely Zuber 



Emily Corban &lt;e.corban@cityofstarkville.org&gt;

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**Re: RZ 18-10 Rezoning of parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business**

2 messages

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T. L. Madison <tlmadison@hotmail.com>  
To: Emily Corban <e.corban@cityofstarkville.org>

Mon, Nov 26, 2018 at 10:13 PM

This letter is written in opposition to the Rezoning of the parcels that are located at the northwest corner of the intersection of Canal Street and South Jackson Street with the parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business.

I am writing this letter as a family member of the property owners located at 14 Canal Street. We believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

- Increased noise pollution

- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12

- Excessive night lighting

- Aesthetic deterioration generated from commercial activity

- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold

- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life

- Loss of Privacy

While we do support Economic Development in the City of Starkville but feel that it should come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our family's interests.

We are asking that you vote against this proposed rezoning so that we can look forward to enjoy our retirement years in a neighborhood that is free of the negative impacts listed above.

Sincerely,

Travis Madison

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cynthia young <cdmyoung04@yahoo.com>  
To: "e.corban@cityofstarkville.org" <e.corban@cityofstarkville.org>

Mon, Nov 26, 2018 at 10:43 PM

**Subject:** RZ 18-10 Rezoning of parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business

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This letter is written in opposition to the Rezoning of the parcels that are located at the northwest corner of the intersection of Canal Street and South Jackson Street with the parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business.

I am writing this letter as a family member of the property owners located at 14 Canal Street. We believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

- Increased noise pollution

- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12

- Excessive night lighting

- Aesthetic deterioration generated from commercial activity

- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold

- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life

- Loss of Privacy

While we do support Economic Development in the City of Starkville but feel that it should come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our family's interests.

We are asking that you vote against this proposed rezoning so that we can look forward to enjoy our retirement years in a neighborhood that is free of the negative impacts listed above.

Sincerely,

Cynthia Young

Attachment C  
Map of Letters Received Against the Request



**Legend**

- Protest
- 160'
- property

0 50 100 200 300 Feet





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

**AGENDA ITEM DEPT.:** Board Business  
**AGENDA DATE:** 01.15.19  
**PAGE:** 1

**SUBJECT:** Consideration of re-appointment of P. C. McLaurin to the Golden Triangle Solid Waste Authority Board for the term commencing January 1, 2019 until December 31, 2022.

**AMOUNT & SOURCE OF FUNDING**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:** One letter of interest was received. The position was advertised.

**REQUESTING  
DEPARTMENT:** Board Business

**DIRECTOR'S  
AUTHORIZATION:** Board Business

**FOR MORE INFORMATION, CONTACT:** Mayor Lynn Spruill

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**SUGGESTED MOTION:** Move for approval to re-appoint P. C. McLaurin to the Golden Triangle Solid Waste Authority Board to fill a position for the term commencing January 1, 2019 until December 31, 2022.

January 9, 2019

TO: Mayor and Board of Aldermen, City of Starkville, MS

Attention: Lynn Spruill, Mayor

cc: Lisa Hardin, City Clerk , and Joanna McLaurin, Deputy City Clerk

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

SUBJECT: Board of Commissioners, Golden Triangle Regional Landfill Authority

Ladies and gentlemen, I request reappointment to the Board of Commissioners of the Golden Triangle Regional Landfill Authority. I have served on the Commission representing the City almost continuously since the Authority was formed.

Former West Point Mayor Kenny Dill and I were instrumental in getting our Authority formed and certified. I presently serve the Commission as vice chair of the Investments Committee (finance committee) of the Authority.

Thank you for your consideration of this request.

mm



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** January 15, 2019  
**PAGE:** Page 1 of 8

**SUBJECT:**

Discussion and Consideration of VA 19-01 a request by Ryan Ashford on behalf of Peters Rock Temple to allow for a sidewalk variance at 223 Dr. Martin Luther King Drive West with the property numbers 118O-00-158.00 and 118O-00-156.00.

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

Peters Rock Temple is in the process of adding a new addition and parking to the existing building. The original site plan showed a sidewalk along the south side of Highway 182. After construction began, it was determined by the applicant after discussion with MDOT that constructing the sidewalk from property line to property line was not feasible. The applicant is requesting to construct a sidewalk from the eastern property line to the eastern edge of the west entrance drive. This request is for relief from Chapter 98, Article III, Section 98-54. The applicant attended a Development Review Committee meeting on November 28, 2018 to modify the approved site plan. The applicant received an exception from sign requirements from the Planning and Zoning Commission on July 10, 2018. On January 3, 2019, the Board of Adjustments and Appeals voted 6-0 to recommend approval of this request with one recommended condition:

1. A bond for the installed cost of the sidewalk shall be maintained until such time as the property to the west (parcel #118O-00-196.00) is developed. At such time the sidewalk will be required to be installed.

**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

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**SUGGESTED MOTION:**

Move approval of VA 19-01 a request for variance relief from sidewalk requirements for the Peters Rock Temple with condition.



**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 19-01 Request by Ryan Ashford on behalf of Peters Rock Temple to allow for a sidewalk variance at 223 Dr. Martin Luther King Drive West with the property numbers 118O-00-158.00 and 118O-00-156.00.  
**Date:** January 2, 2019

The purpose of this report is to provide information regarding Variance Request by Ryan Ashford on behalf of Peters Rock Temple to allow for a sidewalk variance at 223 Dr. Martin Luther King Drive West with the property numbers 118O-00-158.00 and 118O-00-156.00. Please see attachments 1-4.

**PROPOSED USE & BACKGROUND:**

Peters Rock Temple is in the process of adding a new addition and parking to the existing building. The original site plan showed a sidewalk along the south side of Highway 182. After construction began, it was determined by the applicant after discussion with MDOT that constructing the sidewalk from property line to property line was not feasible. The applicant is requesting to construct a sidewalk from the eastern property line to the eastern edge of the west entrance drive. This request is for relief from Chapter 98, Article III, Section 98-54. The applicant attended a Development Review Committee meeting on November 28, 2018 to modify the approved site plan. The applicant received an exception from sign requirements from the Planning and Zoning Commission on July 10, 2018. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the January 15, 2019 meeting.

**NOTIFICATION:**

29 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 December 8, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding this request.

**VARIANCE REQUESTS FROM:**

1. Sec. 98-64. -Sidewalk requirements.

*(1) Sidewalks shall be required within the right-of-way on both sides of all new public or non-city owned streets located within the City of Starkville Sidewalk Development Area or subdivisions as expressed in subsection 98-53(1). Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-city owned streets located within the city. If sidewalks are not located*

*within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.*

- (2) Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.*
- (3) Sidewalks shall be at least five feet in width, with at least 36 inches of clearance in the sidewalk path, and shall meet the requirements set forth in the Americans with Disabilities Act (ADA) of 1990 and City of Starkville's sidewalk specifications and details. Wider walks, to a maximum of eight feet, may be required by the City of Starkville along thoroughfares in commercial, industrial, or multi-family areas due to anticipated traffic and the development of the area. In the instances where the longitudinal slope of an existing, adjacent street exceeds the maximum allowed by ADA, the proposed sidewalk shall be constructed at a longitudinal slope less than or equal to the longitudinal slope as the existing, adjacent street.*
- (4) The construction of all sidewalks and the materials and component parts thereof shall be subject to the acceptance of the City of Starkville Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Starkville's sidewalk specifications and details. Asphalt and slick-surfaced sidewalks are prohibited.*
- (5) All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.*
- (6) Unless otherwise specified by the development review committee, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.*
- (7) Exceptions to this article shall be made where required by federal law or federally mandated recommendations or requirements.*
- (8) Should development occur anywhere in the following area, such development is exempted from the requirement of constructing any sidewalks: The Starkville Industrial Park defined for this purpose as property west of Industrial Park Road including, Miley Drive, Airport Road, and Pollard Road.*

## **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 19-01 Aerial



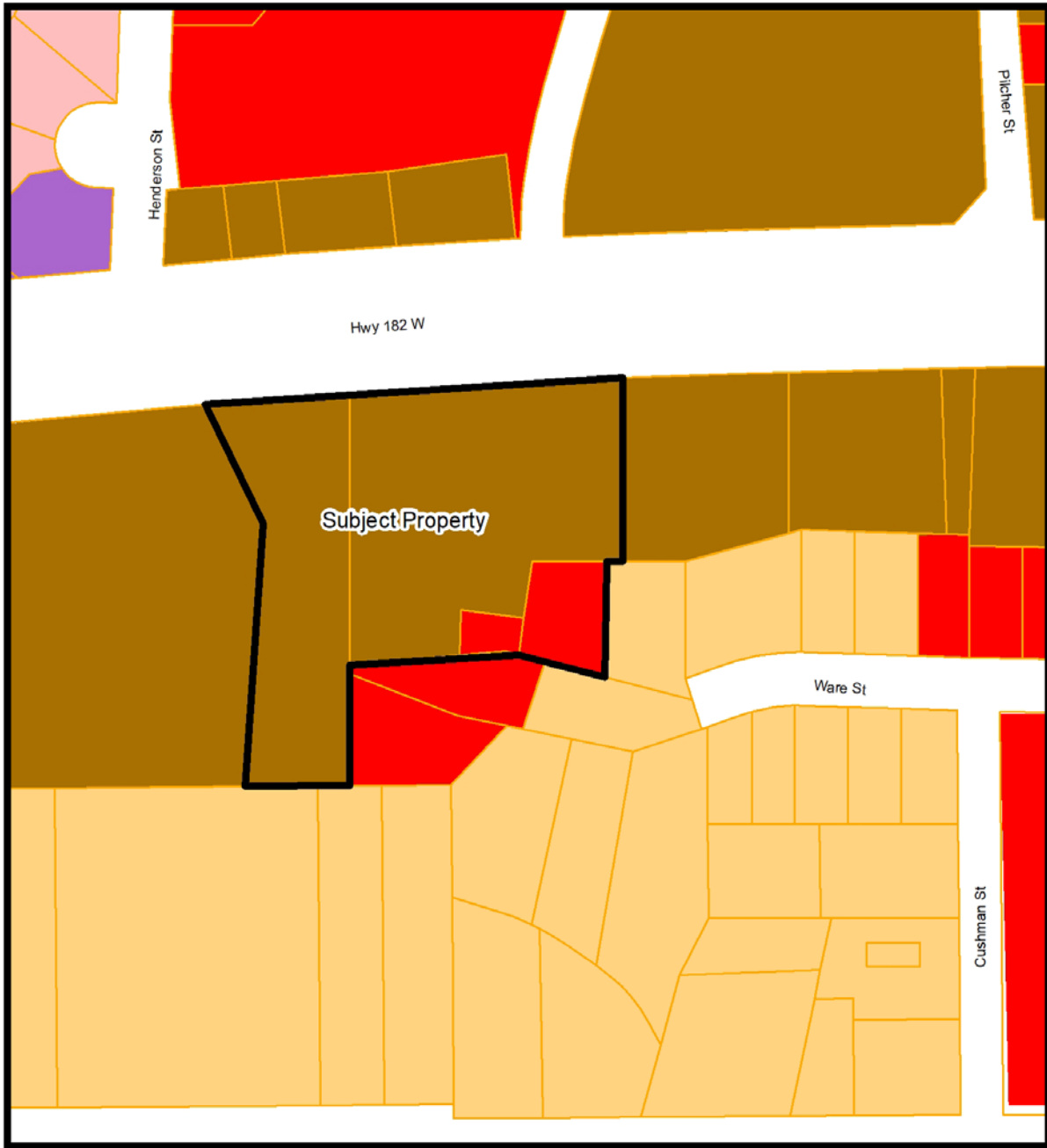
**Legend**

 subject property

0 62.5 125 250 375  
Feet

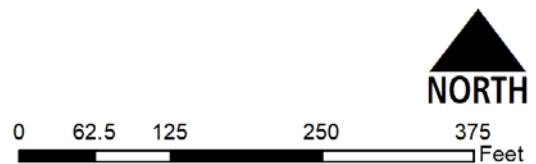


Attachment 2  
VA 19-01 Zoning



**Legend**

 subject property



## 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](mailto:buildingdept@cityofstarkville.org)

### APPLICANT / AGENT INFORMATION

Name: Pastor Michael Jones/Ryan Ashford Phone: (662) 323-5119 ;662.425.3481  
Address: 223 Dr. Martin Luther King Drive West  
E-mail address: petersrocktemple@bellsouth.net/ashfordr1@gmail.com

### PROPERTY OWNER INFORMATION

Name: Peter's Rock Temple /Michael Jones Phone: (662) 323-5119  
Address: 223 Dr. Martin Luther King Drive West, Starkville, MS 39759  
E-mail address: petersrocktemple@bellsouth.net

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

### APPLICATION INFORMATION

Street Address/Location: 223 MLK Jr. Drive West, Starkville, MS 39759  
Tax Map/Parcel ID Number: 1180-00-158.00/1180-00-156 Zoning: T5   
Variance Sought: Con ditional  
Dimension Requested: \_\_\_\_\_ Dimension Required: \_\_\_\_\_  
Section(s) of the Code of Ordinances from which variance is being sought:

#### Reason for request:

To omit the sidewalk along the South side of Hwy 182 because there is already one continuous sidewalk along the North side of Hwy 182. Also MDOT recommends omitting it due to a large drainage ditch & culvert that runs under Hwy 182 and it will require a bridge to cross over it.

Property to the NORTH: Zoning T5  Current Use Automobile Shop  
Property to the EAST: Zoning T5  Current Use Peter's Rock Activity Center  
Property to the SOUTH: Zoning . Current Use Residential Homes  
Property to the WEST: Zoning T5  Current Use Vacant Land

☒ Application Fee ☐ Legal Description

☐ Notarized Owner Authorization

Submitted by: Ryan Ashford

Date: 11/28/18

# Unapproved Site Plan



Sidewalk to be built

Sidewalk requesting to not be built



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** January 15, 2019  
**PAGE:** Page 1 of 14

**SUBJECT:**

Discussion and Consideration of LW 19-01 a request for Landscape Waiver from Section 5 and 6 for the new Powerstroke located at 310 Industrial Park Road in a M-1 zoning district with the parcel number 102L-00-009.00

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The owner of Powerstroke is currently in the process of finalizing plans to remodel an existing building to relocate his existing business into. The remodel will include an expansion of the existing building, adding a new customer parking lot, adding a secured outdoor storage yard, and creating two new entrance drives. The applicant statement includes only one request for waiver (attachment 6). After reviewing the application and the landscape plan, staff included four additional waiver requests to account for all the deficient elements in the plan. A Site Plan Key (attachment 3) has been provided to illustrate the location of each of the five requests for landscape waivers. On January 9, 2019 at a Special Call meeting of the Tree Advisory Board, the board recommended the following:

Waiver Request #1 was unanimously recommended for approval.

Waiver Request #2 was unanimously recommended for approval.

Waiver Request #3 was unanimously recommended for denial due to lack of evidence demonstrating the canopy tree would impede sales or visibility.

Waiver Request #4 was unanimously recommended for approval with the condition that the eastern landscape island be required to be installed with a canopy tree.

Waiver Request #5 was unanimously recommended for approval.

**REQUESTING**

**DEPARTMENT:** Community Development

**DIRECTOR'S**

**AUTHORIZATION:** Lynn Spruill

**FOR MORE INFORMATION CONTACT:**

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

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**SUGGESTED MOTION:**

Move approval of landscape waiver request LW 19-01 as modified and recommended by the Starkville Tree Advisory Board.



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

**STAFF REPORT**

**To:** Members of the Starkville Tree Advisory Board  
**From:** Daniel Havelin, City Planner (662-323-2525 ext. 3136)  
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)  
**Subject:** LW 19-01 Request for Landscape Waiver from Section 5 and 6 for the new  
Powerstroke located at 310 Industrial Park Road in an M-1 zoning district with the  
parcel number 102L-00-009.00  
**Date:** January 9, 2019

The purpose of this report is to provide information regarding the Landscape Waiver request by Willis Owens of Pritchard Engineering on behalf of William Parker of Powerstroke to request relief from the requirements found in Section 5 and 6 of the landscape ordinance. The property is located at 310 Industrial Park Road in an M-1 zoning district with the property #102L-00-009.00. Please see attachments 1- 6.

**BACKGROUND INFORMATION**

The owner is currently in the process of finalizing plans to remodel an existing building to relocate his existing business into called Powerstroke. The remodel will include an expansion of the existing building, adding a new customer parking lot, adding a secured outdoor storage yard, and creating two new entrance drives. The applicant statement includes only one request for waiver (attachment 6). After reviewing the application and the landscape plan, staff included four additional waiver requests to account for all the deficient elements in the plan. A Site Plan Key (attachment 3) has been provided to illustrate the location of each request.

**LANDSCAPE WAIVER REQUEST** (see attachment 6)

**Request #1-** Relief from the requirement to have a 10' landscape strip along the road frontage of the parking lot. The applicant is requesting to have the required landscape strip extend into the right of way of the road. This would allow for an increase to the trailer parking for customers. *Section 112-30, Section 5- (a)*

**Request #2-** Relief from the requirement to place canopy trees in the landscape strip along the roadway frontage. There were no trees shown in the proposed bed on the site plan. It was incorrectly listed on the plan that canopy trees would not be required due to existing trees on the site. Existing trees do not count toward this requirement and cannot be used by right as a substitution. *Section 112-30, Section 5- Table 5.1 (subtext)*

**Request #3-** Relief from the requirement to place a canopy tree in the interior parking area. 1 canopy tree is required per 200 square feet of bed area. No trees are shown in required interior parking islands. *Section 112-31, Section 6- (a) (3)*

**Request #4-** Relief from the requirement to place a landscape area at the end of each row of parking. This is for the area on the south side of the building. *Section 112-31, Section 6- (a) (2)*

**Request #5-** Relief from the requirement to place a landscape area on the perimeter of the parking area that includes shrub screen and canopy trees. *Section 112-31, Section 6- (b) (1) and table 6.2*

## CODE REFERENCE

### ***Sec. 112-30. - Section 5. Landscape strips required along roadway frontage.***

(a) *Location of landscape strip. A landscape strip shall be required to be located within the property line and/or building setback as established by the land development regulations or as otherwise established. Landscape strips, when required in easements, may be adjusted upon recommendation by the director of community development.*

(1) *Minimum standards. The landscape strip shall comply with minimum standards stipulated in Tables 5-1 and 5-2 below:*

***Table 5-1. Minimum Standards for Landscape Strips along Roadways***

| <i>Area of Site</i>      | <i>Width of Landscape Strip</i> | <i>Plant Units Required per 100 Linear Feet of Roadway Frontage</i> |
|--------------------------|---------------------------------|---------------------------------------------------------------------|
| <i>0—2 acres</i>         | <i>5 feet</i>                   | <i>60*</i>                                                          |
| <i>More than 2 acres</i> | <i>10 feet</i>                  | <i>90*</i>                                                          |

*Accessways from public rights-of-way are not included in calculation.*

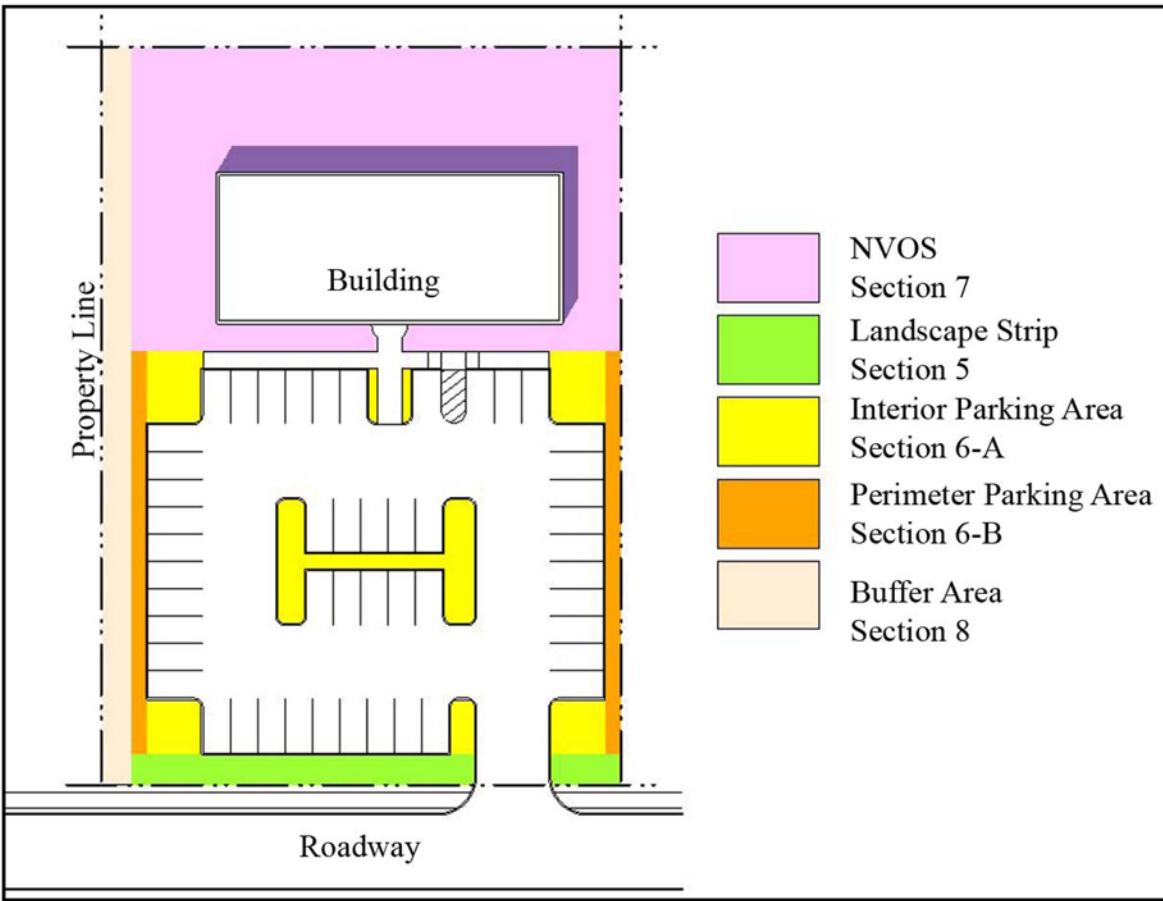
*\* Canopy Trees shall be planted every 30'.*

***Table 5-2. Plant Unit Value***

| <i>Type of Plant Material</i> | <i>Plant Units</i> |
|-------------------------------|--------------------|
| <i>Canopy Tree</i>            | <i>15</i>          |
| <i>Small Tree</i>             | <i>8</i>           |

|       |   |
|-------|---|
| Shrub | 1 |
|-------|---|

**Figure 5-1**



**(b) Screening material in landscape strip requirements.**

- (1) Any combination of decorative masonry walls, shrubs, or landscaped berms shall be planted or installed along the entire length of each required landscape strip if landscape strip abuts parking area.
- (2) Decorative masonry walls, if used, shall be minimum of three feet off property line with landscaping on the road side of wall.
- (3) For berms and decorative masonry walls see section 112-36(b) of this article.
- (4) Masonry walls must meet Appendix A, Zoning, Article VI General Provisions, Section A of the Starkville Code of Ordinance.

**Table 5-3. Screening Material Requirements by District**

| <i>Districts</i>     | <i>Zones</i>                       | <i>Minimum Height of Screen</i> |
|----------------------|------------------------------------|---------------------------------|
| <i>Residential</i>   | <i>R-3, R-3-A, R-4-A, R-5, R-6</i> | <i>4 feet</i>                   |
| <i>Commercial</i>    | <i>C-1, C-2, C-3</i>               | <i>3 feet</i>                   |
| <i>Manufacturing</i> | <i>M-1</i>                         | <i>5 feet</i>                   |

See Table 4-2 for Screen Hedge Requirements.

(Ord. No. 2014-1, § 5, 9-16-14)

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

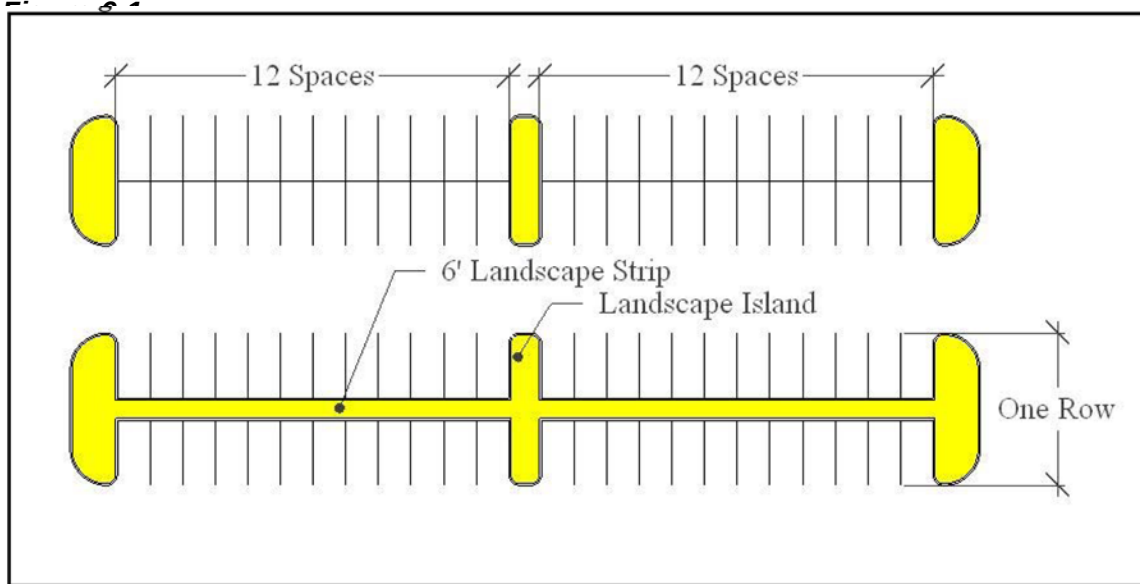
(a) Interior of parking areas. Landscape requirement are shown on Table 6-1.

**Table 6-1. Minimum Interior Landscaping for Offstreet Parking**

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

Does not include required perimeter landscape area.

- (1) *Parking lots shall be designed so no more than 12 parking stalls shall be in an uninterrupted row. Rows shall be separated with a landscaped area with the minimum dimension of a single parking stall (refer to Appendix A Zoning, Article VIII Off-Street Parking for dimensions).*
- (2) *The end of each aisle and corner area shall be landscaped. End of aisle shall have minimum dimension of a single parking stall.*
- (3) *Total number of required canopy trees shall be one tree for each 200 square feet or a fraction thereof, of required landscape area.*
- (4) *Where two rows of parking spaces are adjacent (head to head) to one another, a landscaped strip with a minimum width of six feet shall be planted along the common boundary to separate the parking stalls. For lots with more than two rows of parking and more than 100 parking spaces, every other row shall have landscaped strip. See Figure 6-1.*



(b) *Perimeter of parking areas. Landscape area dimensional requirements for the perimeter of the parking area are shown on Table 6-2.*

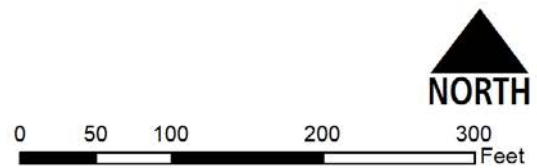
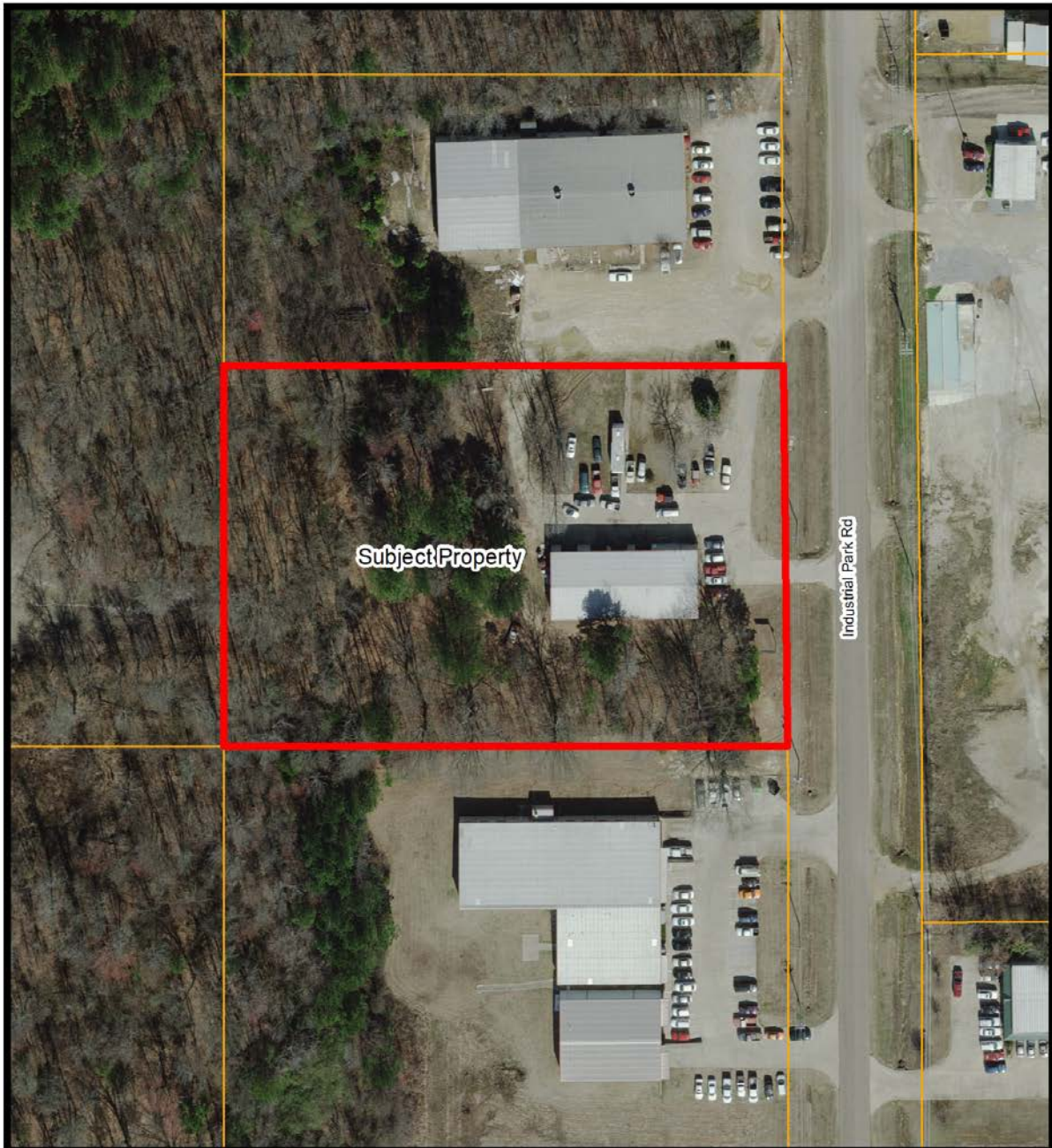
- (1) *A shrub screen with a height shown in Table 5-3 shall be continuous along perimeter of parking areas adjacent to property lines. For perimeter adjacent to roadway landscape strips, the landscape strip shall have the required landscape screening. See section 112-30(b).*
- (2) *Perimeter calculations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

**Table 6-2. Minimum Perimeter Landscaping for Offstreet Parking**

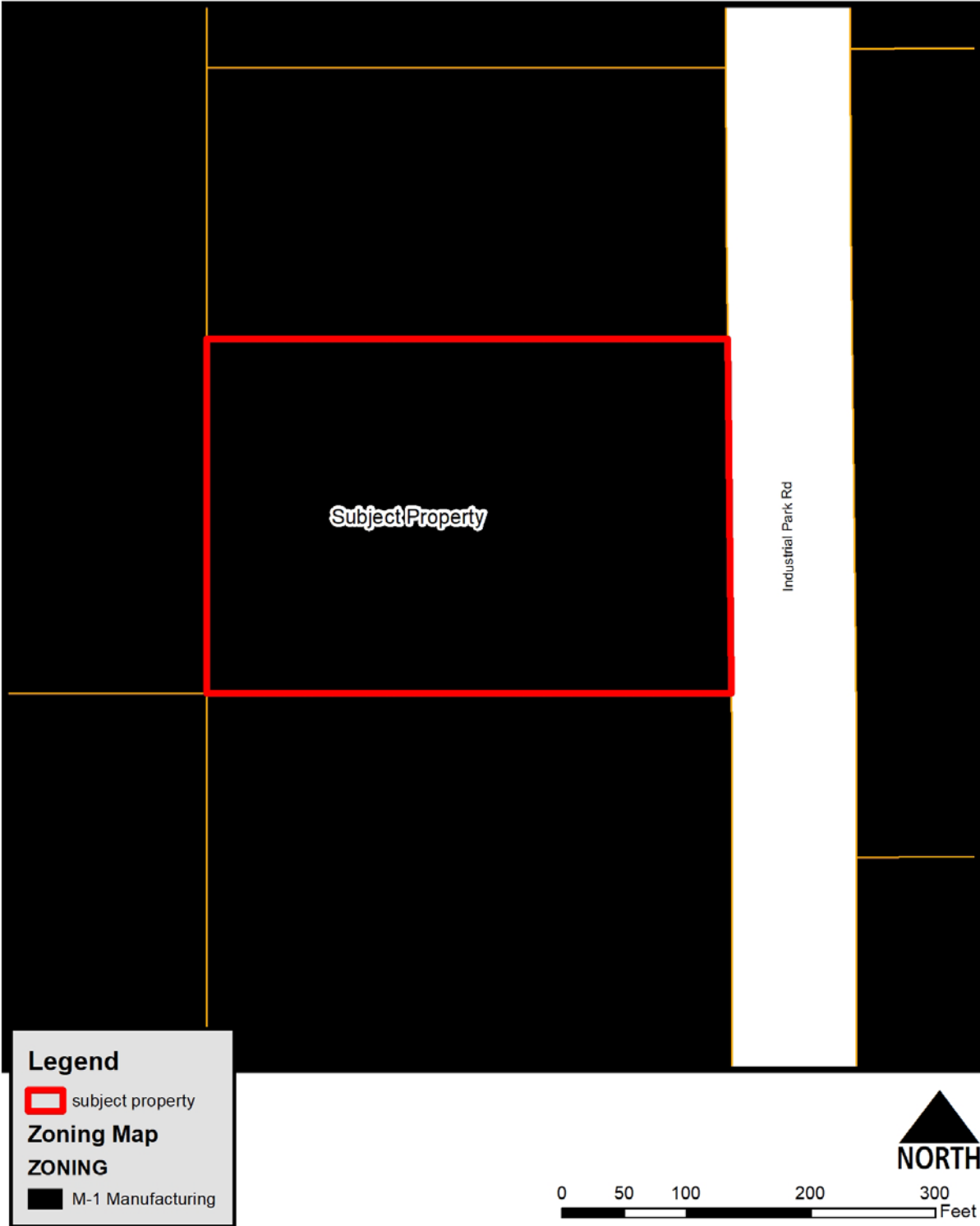
| <i>Parcel Size</i>                  | <i>Perimeter Landscaping Width</i> | <i>One Canopy Tree Per</i> |
|-------------------------------------|------------------------------------|----------------------------|
| <i>Less than 50,000 square feet</i> | <i>5 feet</i>                      | <i>175 square feet</i>     |
| <i>More than 50,000 square feet</i> | <i>10 feet</i>                     | <i>350 square feet</i>     |

(Ord. No. 2014-1, § 6, 9-16-14)

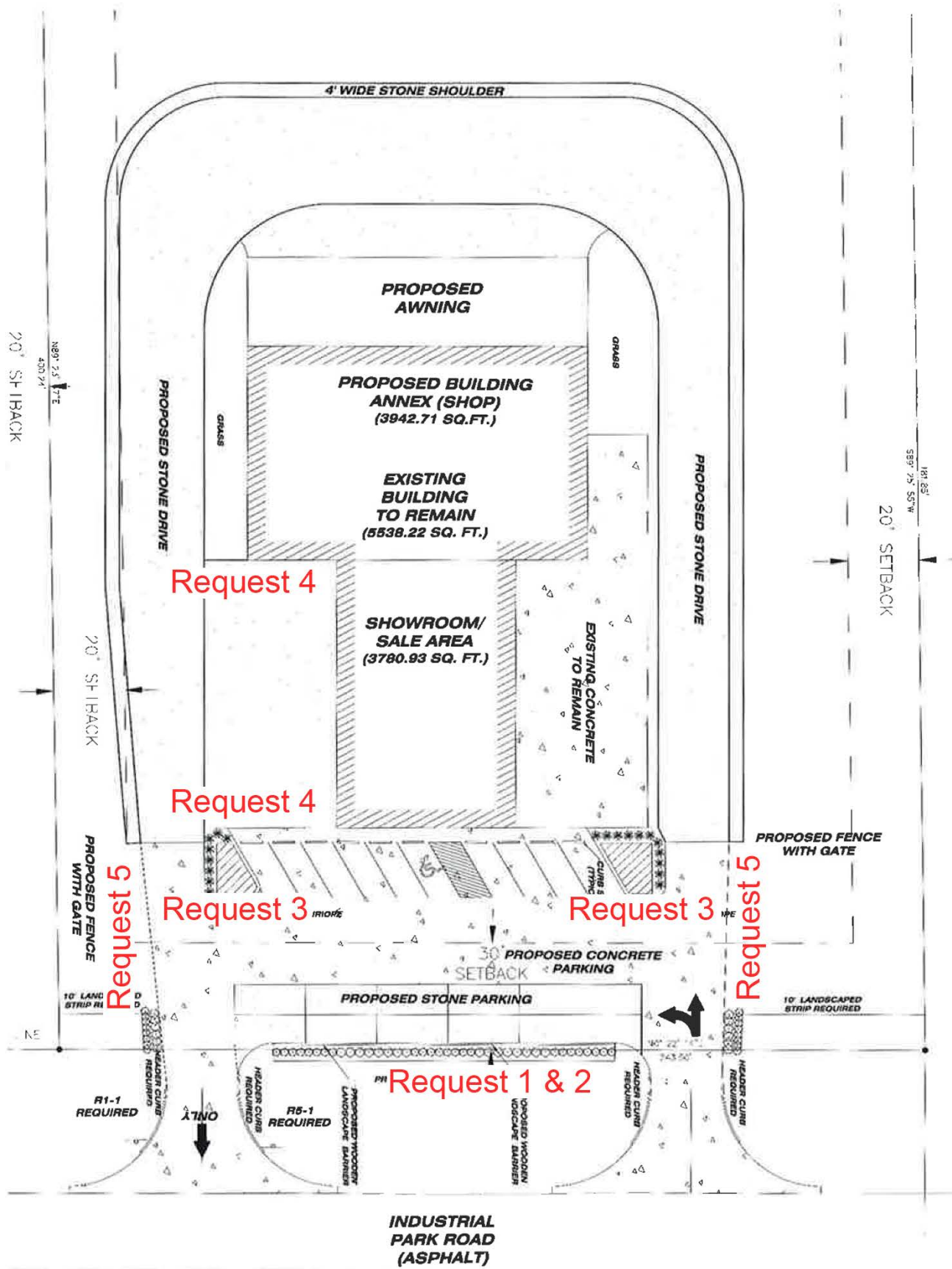
Attachment 1  
LW 19-01- Aerial



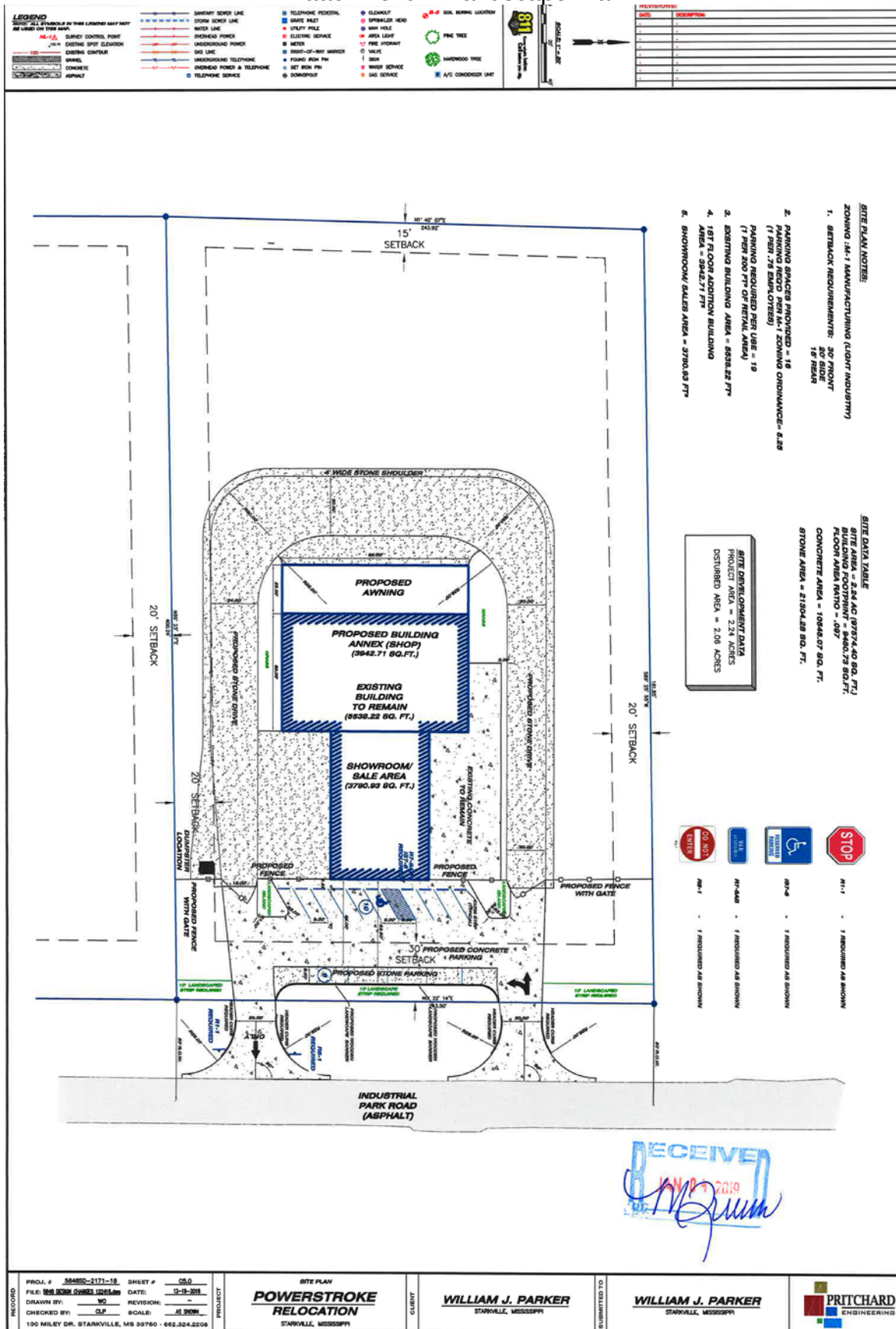
Attachment 2  
LW 19-01- Zoning

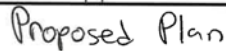


# Attachment 3- Request Key Plan



Per Ordinance Plan





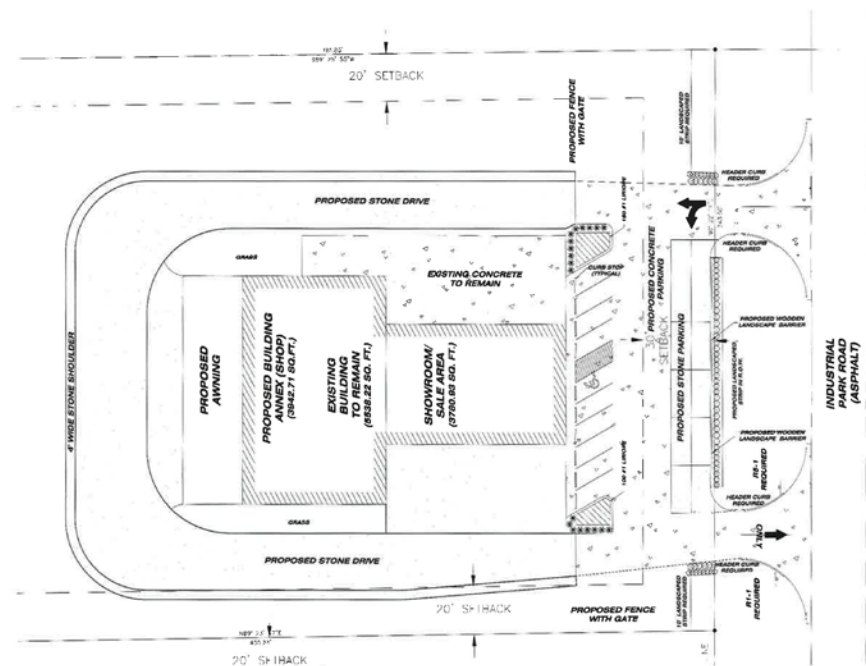
| Section                                                                           | Description                                                                                              | Required                                                                            | Provided                                                                                                                              |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Section 5 Landscape Strip                                                         | Site greater than 2 acres (2.24) 10' Strip Required (90 units/100') 191 ft of frontage = 172 points req. | 7 canopy trees @ 15 points = 105 points 67 shrubs @ 1 point = 67 points. TTL = 172. | 7 canopy trees mitigated by existing trees = 105 pts., 68 shrubs @ 1 point = 68 points. TTL = 173 pts.                                |
| Section 6 Vehicular Use Area                                                      | less than 50,000 sq. ft. 5% required 4400sf x .05 = 220sf                                                | 220 square feet landscaped area required 1 canopy tree per 200 sf = 2 required      | 2 canopy trees mitigated by existing trees = 30 points, 18 shrubs @ 1 point = 18 points, 260 groundcover at 1 point, ttl = 308 points |
| Section 7 NVOS (Requirement Mitigated by existing on-site trees)                  |                                                                                                          |                                                                                     |                                                                                                                                       |
| Section 8 Buffer yard screening (Requirement Mitigated by existing on-site trees) |                                                                                                          |                                                                                     |                                                                                                                                       |

| Quantity | Common Name       | Botanical Name                         | Size/Ht./Spd. | Remarks |
|----------|-------------------|----------------------------------------|---------------|---------|
| 40       | Red Knockout Rose | Rosa radrazz 'Red'                     | 3 Gal.        | Full    |
| 19       | Dwarf Loropetulum | Loropetulum chinense 'Purple Daydream' | 3 Gal.        | Full    |
| 28       | Maiden Grass      | Miscanthus sinensis                    | 3 Gal.        | Full    |
| 260      | Bigblue Linopoe   | Linopoe muscant                        | 1 Gal.        | Full    |

**SITE PLAN NOTES:**  
**ZONING: M-1 MANUFACTURING (LIGHT INDUSTRIAL)**  
**30' FRONT SETBACK REQUIREMENTS:**  
 1. SETBACK REQUIREMENTS: 30' FRONT 20' SIDE 15' REAR  
 2. PARKING SPACES PROVIDED = 28 (1 PER .75 EMPLOYEES)  
 PARKING REQUIRED PER M-1 ZONING ORDINANCE = 2.25 (1 PER 200 FT OF RETAIL AREA)  
 3. EXISTING BUILDING AREA = 6636.22 FT<sup>2</sup>  
 4. 1ST FLOOR ADDITION BUILDING AREA = 3942.71 FT<sup>2</sup>  
 5. SHOWROOM/SALES AREA = 3785.83 FT<sup>2</sup>

**SITE DEVELOPMENT DATA**  
 PROJECT AREA = 2.24 ACRES  
 DISTURBED AREA = 2.06 ACRES

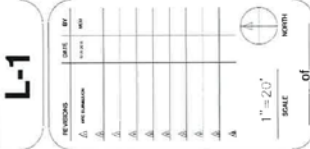
**SITE DATA TABLE**  
 SITE AREA = 2.24 AC (97974.40 SQ. FT.)  
 BUILDING FOOTPRINT = 8480.73 SQ. FT.  
 FLOOR AREA RATIO = .087  
 CONCRETE AREA = 10945.07 SQ. FT.  
 STONE AREA = 21304.28 SQ. FT.



**M. EUGENE MERKL JR.**  
**LANDSCAPE ARCHITECT**

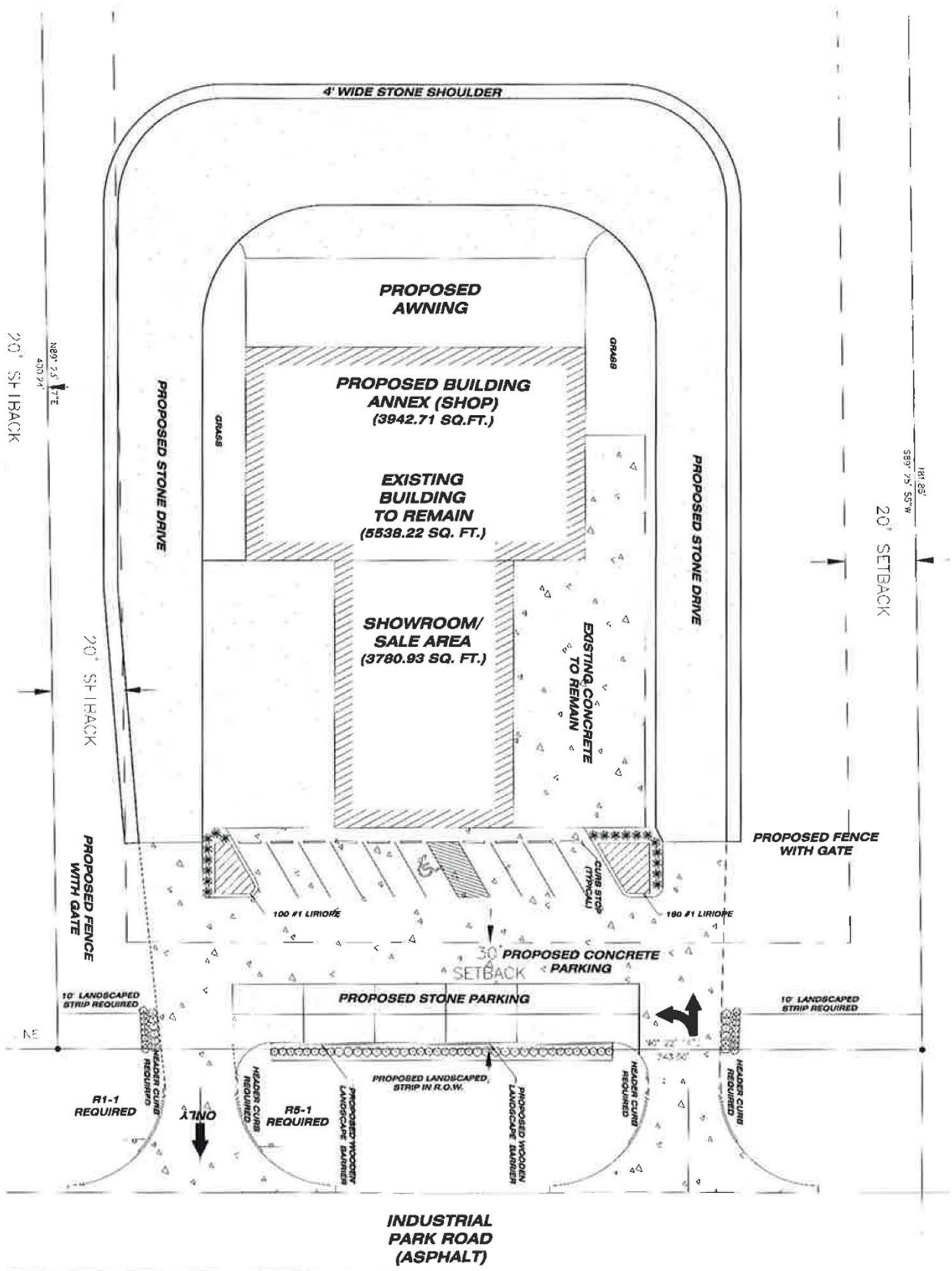
Landscape Architecture  
 Irrigation Design  
 Site Planning / Development  
 1000 N. STATE ST.  
 STARKVILLE, MS 39759  
 662-435-3800  
 merksa@bchome.net

**POWERSTROKE DEVELOPMENT**  
**LANDSCAPE DESIGN**  
**Starkville, Mississippi**



Proposed Landscape Plan

Attachment 5- Enlarged Landscape Plan



Attachment 6- Applicant Statement  
**APPLICANT STATEMENT**

**WAIVER REQUEST**

We are requesting relief on the landscape strip requirements along the roadway frontage.

**Code Reference**

Ordinance Number 2014, Section 112-30, Section 5 – Landscape strips required along roadway frontage.

**Request**

1. The applicant requests a waiver from the location of the 10' wide landscaped strip required along the roadway. The applicant is planning on doing an addition to the existing Automotive Services Building and in order for them to meet the required amount of parking spaces the 10' wide landscaped strip directly in front of the building would not be possible. It would force customers to the rear of the building where customers are not allowed to park and would decrease overall customer parking by a total of 6 parking spaces. Also, the reduction in space would inhibit trailer access which is mandatory to the applicant's business. We are requesting to move the required landscaping into the Right-of-Way to accommodate for this limited amount of space between the existing building and the east most property line.

Please see attached drawings.





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

**AGENDA ITEM DEPT.:** Community Development  
**AGENDA DATE:** January 15, 2019  
**PAGE:** Page 1 of 4

**SUBJECT:**

Discussion and consideration of sending Keep Starkville Beautiful Executive Director Amy Counterman to travel to Keep America Beautiful's 2019 National Conference in Baltimore, Maryland to accept the Bill Nash Award on behalf of Keep Starkville Beautiful.

**AMOUNT & SOURCE OF FUNDING**

Registration: \$ 625.00

Total: \$ 625.00

Funding Lines: 001-195-691-550

**SUMMARY:**

The Bill Nash Award is one of the highest Awards that Keep America Beautiful presents to one local affiliate group each year who exhibits outstanding achievement. Keep Starkville Beautiful was selected as this year's top recipient.

This conference, scheduled February 6-8, 2019, empowers affiliates to strengthen and grow more successful programs at the state and local level and offers a unique opportunity for participants to expand their knowledge base, share their challenges and successes as well as network with their peers from across the country.

Keep Mississippi Beautiful will pay up to \$300.00 toward the airfare and three nights lodging at the hotel for the conference rate. Keep Starkville Beautiful will be required to pay the registration fee of \$625.00.

**REQUESTING**

**DEPARTMENT:** Community Development

**DIRECTOR'S**

**AUTHORIZATION:** Lynn Spruill

**FOR MORE INFORMATION CONTACT:**

Daniel Havelin 662-323-2525 ext. 3136

Emily Corban 662-323-2525 ext. 3138

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**SUGGESTED MOTION:**

Move approval to allow Keep Starkville Beautiful Executive Director Amy Counterman to travel to Keep America Beautiful's 2019 National Conference to accept the Bill Nash Award on behalf of Keep Starkville Beautiful with registration costs not to exceed \$625.00, any costs above the \$300 allowed toward airfare, and any meals costs above those provided.



KEEP AMERICA BEAUTIFUL AFFILIATE

**Our mission is to inspire and educate Mississippians to take action everyday to impact, improve, and beautify their community environment.**

**Keep America Beautiful's 2019 National Conference  
Marriott Waterfront Hotel, Baltimore Maryland  
February 6-8, 2019**

Keep Starkville Beautiful has received National Awards:

- Bill Nash Award- One of KAB's top awards recognizing a new Keep America Beautiful Affiliate (completed affiliation within the last three years) for its outstanding achievement
- 2018 President's Circle- KAB's standards of merit by conducting an annual Community Appearance Index, calculating the affiliate's cost/benefit ratio, and administering activities in the areas of Ending Littering, Improving Recycling, and Beautifying Starkville

Keep Mississippi Beautiful reimburses the following for all Mississippi President's Circle Winners:

- 3 nights lodging
- Airfare up to \$300
- Wednesday night's dinner with all Keep MS Beautiful Affiliates

All affiliates must make their own reservations and KMB will reimburse by check following the conference.

208 Key Drive, Suite B · Madison, Mississippi 39110  
[neeley@keepmsbeautiful.com](mailto:neeley@keepmsbeautiful.com) · [www.keepmsbeautiful.com](http://www.keepmsbeautiful.com)  
601.853.4441 · Fax 601.853.4150



# Keep America Beautiful's 2019 National Conference

## Agenda

Wednesday, February 6, 2019

|                    |                                                                                                                                                              |   |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 7:30 AM - 7:15 PM  | <b>Registration Day I</b><br><b>Harborside Foyer, 4th Floor</b>                                                                                              | ◆ |
| 8:30 AM - 12:30 PM | <b>Behavior Change Workshop</b><br><b>Laurel A-C</b><br><b>Speakers:</b> <a href="#">Wes Schultz</a>                                                         | ◆ |
| 8:30 AM - 11:00 AM | <b>Cigarette Litter Prevention Program Workshop</b>                                                                                                          | ◆ |
| 9:00 AM - 12:00 PM | <b>Charm City Live!</b>                                                                                                                                      | ◆ |
| 9:00 AM - 11:00 AM | <b>New Executive Director Workshop</b><br><b>Speakers:</b> <a href="#">Grace Keegan</a> ,<br><a href="#">Jason Smith</a>                                     | ◆ |
| 1:30 PM - 1:45 PM  | <b>KAB President Welcome Plenary</b><br><b>Harborside Ballroom</b><br><b>Speakers:</b> <a href="#">Helen Lowman</a> ,<br><a href="#">Monique Oxender</a>     | ◆ |
| 1:45 PM - 2:45 PM  | <b>Opening Keynote: Placemaking</b><br><b>Harborside Ballroom</b><br><b>Speakers:</b> <a href="#">Fred Kent</a>                                              | ◆ |
| 3:15 PM - 4:30 PM  | <b>Defining Beautiful Places</b>                                                                                                                             | ◆ |
| 3:15 PM - 4:30 PM  | <b>Investing in Transformative Placemaking</b><br><b>Harborside Ballroom</b><br><b>Speakers:</b> <a href="#">Fred Kent</a> ,<br><a href="#">Jennifer Vey</a> | ◆ |
| 3:15 PM - 4:30 PM  | <b>Topping Off your Fundraising Events</b><br><b>Speakers:</b> <a href="#">Bali Lambie-Boyer</a> ,<br><a href="#">Jeanette Nance</a>                         | ◆ |
| 4:45 PM - 5:45 PM  | <b>Composting Resources: Where Does the Food Go?</b>                                                                                                         | ◆ |
| 4:45 PM - 5:45 PM  | <b>Next Level Public Space Recycling Initiatives</b>                                                                                                         | ◆ |
| 4:45 PM - 5:45 PM  | <b>What's the Word on the Street</b>                                                                                                                         | ◆ |
| 6:00 PM - 7:15 PM  | <b>Opening Reception/Welcome</b><br><b>Speakers:</b> <a href="#">Randy Hartmann</a>                                                                          | ◆ |

Thursday, February 7, 2019

|                     |                                                                                                                                                                 |   |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 8:00 AM - 5:30 PM   | <b>Registration Day II</b><br><b>Harborside Foyer, 4th Floor</b>                                                                                                | ◆ |
| 9:15 AM - 10:15 AM  | <b>Keynote: Busy Streets Theory &amp; Research: Transforming Neighborhoods for a Safe and Healthy Future</b><br><b>Speakers:</b> <a href="#">Mark Zimmerman</a> | ◆ |
| 10:30 AM - 11:30 AM | <b>K-12 Education Outreach/Graduating with "Degree" in Youth Engagement &amp;</b>                                                                               | ◆ |

|                     |                                                                                                                           |   |
|---------------------|---------------------------------------------------------------------------------------------------------------------------|---|
|                     | <b>Environmental Awareness</b>                                                                                            |   |
|                     | <b>Speakers:</b> <a href="#">Brenda Finch</a> ,<br><a href="#">Helen Register-Moore</a> ,<br><a href="#">John Neville</a> |   |
| 10:30 AM - 11:30 AM | <b>The Improvisational Leader</b>                                                                                         | ◆ |
|                     | <b>Speakers:</b> <a href="#">Gilda Bonanno</a>                                                                            |   |
| 10:30 AM - 11:30 AM | <b>Translating Adolescent Resiliency Theory Into Practice</b>                                                             | ◆ |
|                     | <b>Speakers:</b> <a href="#">Mark Zimmerman</a>                                                                           |   |
| 12:00 PM - 2:30 PM  | <b>National Awards Luncheon</b>                                                                                           | ◆ |
| 2:45 PM - 3:45 PM   | <b>Building your Brand with Noah Ullman &amp; Ashley Haynes</b>                                                           | ◆ |
|                     | <b>Speakers:</b> <a href="#">Noah Ullman</a>                                                                              |   |
| 2:45 PM - 3:45 PM   | <b>Engaging Youth</b>                                                                                                     | ◆ |
| 2:45 PM - 3:45 PM   | <b>How to Keep Your Volunteers &amp; Board Members Engaged</b>                                                            | ◆ |
|                     | <b>Speakers:</b> <a href="#">Gilda Bonanno</a>                                                                            |   |
| 4:00 PM - 5:45 PM   | <b>Build &amp; Grow</b>                                                                                                   | ◆ |
| 4:00 PM - 5:00 PM   | <b>Capacity Building / Fundraising</b>                                                                                    | ◆ |
| 4:00 PM - 5:00 PM   | <b>Capacity Building / Tools</b>                                                                                          | ◆ |
| 4:00 PM - 5:00 PM   | <b>Keep America Beautiful Tech &amp; Tools</b>                                                                            | ◆ |
|                     | <b>Speakers:</b> <a href="#">Noah Ullman</a>                                                                              |   |

Friday, February 8, 2019

---

|                     |                                                                        |   |
|---------------------|------------------------------------------------------------------------|---|
| 8:00 AM - 2:45 PM   | <b>Registration Day III</b><br><b>Harborside Foyer, 4th Floor</b>      | ◆ |
| 9:00 AM - 9:45 AM   | <b>President's Circle Breakfast</b>                                    | ◆ |
| 10:00 AM - 11:15 AM | <b>Keynote: Volunteer Management &amp; Affiliate Capacity Building</b> | ◆ |
| 11:15 AM - 12:15 PM | <b>General Session: Steel This!</b>                                    | ◆ |
| 12:15 PM - 12:30 PM | <b>Conference Conclusion/Closing</b>                                   | ◆ |



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

**AGENDA ITEM DEPT.:** Engineering & Street  
**AGENDA DATE:** 01.16.18  
**PAGE:** 1

**SUBJECT:** Consideration of approval for the Mayor to sign an engineering services contract with Garver Engineering for the Highway 12 Sidewalks project and authorization to proceed with the surveying, planning and design.

**AMOUNT & SOURCE OF FUNDING**

This project is being funded from the Bullyvard legislative earmark. There are approximately \$290,000 remaining for this project.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Engineering & Street

**DIRECTOR'S**

**AUTHORIZATION:** Edward C. Kemp

**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

The City was awarded \$750,000 for the Bullyvard project to study connectivity and possibly design improvements that would better connect the University and the City of Starkville. This study was completed by Hall Planning.

In lieu of proceeding with the recommendations from the study, The City entered into an MOU with MDOT (approved 12/19/17) to utilize the remaining funds from this earmark toward landscaping and sidewalks along Highway 12.

The landscaping is nearing completion leaving approximately \$290,000 remaining for sidewalk improvements along this corridor.

It is unknown at this time where the sidewalk construction will be recommended, but a preliminary recommendation will be provided to the Board at a future meeting after initial surveys, conceptual design and consultation with MDOT has occurred.

The intent will be to fill in missing gaps, provide extensions and facilities to primary points of interest and to improve intersections.

---

**SUGGESTED MOTION:** Move to grant approval for the Mayor to sign an engineering services contract for the Highway 12 Sidewalks project, pending the City Attorney's approval, and authorization to proceed with the surveying, planning and design.



## **AGREEMENT FOR PROFESSIONAL SERVICES**

**City of Starkville  
Starkville, Mississippi  
Project No. 18027006**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Starkville of Starkville, Mississippi** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements: Construct sidewalks along Highway 12 and adjacent side streets.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

### **SECTION 1 - EMPLOYMENT OF GARVER**

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

### **SECTION 2 - SCOPE OF SERVICES**

GARVER's scope of services will include the design of sidewalks along Highway 12 in Starkville. GARVER will work with the City's Engineering Department to identify and prioritize proposed sidewalk locations. GARVER will then prepare construction plans and specifications that will include a base bid for the minimum sidewalk locations to be constructed and bid alternates for additional sidewalk locations. The sidewalk locations will be prioritized by locations where pedestrians are already walking ranking first, locations that would connect existing sidewalks ranking second and then other locations ranking based on the potential for utilization, future planned developments and costs.

To maximize the budget, the design of proposed storm drainage will be avoided. For this reason, storm drainage design will be classified as an additional design service and not included in the base fee. Likewise modifications to the existing signal to include pedestrian crossings will be classified as an additional service. If a section of sidewalk is prioritized that will require proposed storm drainage design or modifications to an existing signal, the Owner will request these services in writing.



### SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement **may not exceed \$33,000**. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2019.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction, presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 per mile for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2019.

### SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.



4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Requesting previous DTM, topographic survey and signal plans for the recently completed MDOT Highway 12 projects.
12. Performing the bidding and construction inspection services.

## **SECTION 5 – MISCELLANEOUS**

### **5.1 Instruments of Service**

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's sub-consultants.



## 5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

## 5.3 Underground Utilities

GARVER will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.

## 5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

|                                                                      |                 |
|----------------------------------------------------------------------|-----------------|
| Worker's Compensation                                                | Statutory Limit |
| Automobile Liability<br>(Combined Property Damage and Bodily Injury) | \$500,000.00    |
| General Liability<br>(Combined Property Damage and Bodily Injury)    | \$1,000,000.00  |
| Professional Liability                                               | \$2,000,000.00  |

## 5.5 Records

GARVER will retain all pertinent records for a period of three years beyond completion of the project. Owner may have access to such records during normal business hours.

## 5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law) to the extent the damages and costs are found to be caused by the negligent acts, errors, or omissions of GARVER, its sub-consultants, or any other party for whom GARVER is legally liable, in the



performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are found to be caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

## **5.7 Design without Construction Phase Services**

It is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

## **5.8 Limitation of Liability – Not Used**

### **5.8.1 Hazardous Materials**

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

## **5.9 Mediation**

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



### **5.10 Litigation Assistance**

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

## **SECTION 6 - CONTROL OF SERVICES**

This is a Mississippi Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Mississippi.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

## **SECTION 7 - SUCCESSORS AND ASSIGNS**

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## **SECTION 8 – APPENDICES AND EXHIBITS**

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Fee Summary

8.1.2 Appendix B – Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF STARKVILLE

GARVER, LLC

By: \_\_\_\_\_  
Signature

By: Steven L. Haynes  
Signature

Name: \_\_\_\_\_  
Printed Name

Name: Steven L. Haynes  
Printed Name

Title: \_\_\_\_\_

Title: Sr. Project Mgr.

Date: \_\_\_\_\_

Date: 9 Jan 2019

Attest: \_\_\_\_\_

Attest: Wayne Burch

## APPENDIX A

### CITY OF STARKVILLE HIGHWAY 12 SIDEWALK IMPROVEMENTS

#### FEE SUMMARY

| <b>Title I Services</b>              | <b>Estimated Fees</b> |
|--------------------------------------|-----------------------|
| <i>Geotechnical Services</i>         | \$0.00                |
| Traffic Studies                      | \$0.00                |
| Signalization Design                 | \$0.00                |
| Surveys                              | \$0.00                |
| Drainage Study                       | \$0.00                |
| Conceptual Design                    | \$13,790.00           |
| Final Design                         | \$17,810.00           |
| Bidding Services                     | \$1,400.00            |
| <b>Subtotal for Title I Services</b> | <b>\$33,000.00</b>    |

| <b>Title II Services</b>              |               |
|---------------------------------------|---------------|
| <i>Construction Materials Testing</i> | \$0.00        |
| Construction Phase Services           | \$0.00        |
| <b>Subtotal for Title II Services</b> | <b>\$0.00</b> |



**APPENDIX B**

**Highway 12 Sidewalk Improvements  
Garver Hourly Rate Schedule: July 2018 - June 2019**

| <b>Classification</b>                      | <b>Rates</b> |
|--------------------------------------------|--------------|
| <b>Engineers / Architects</b>              |              |
| E-1.....                                   | \$ 105.00    |
| E-2.....                                   | \$ 122.00    |
| E-3.....                                   | \$ 148.00    |
| E-4.....                                   | \$ 173.00    |
| E-5.....                                   | \$ 210.00    |
| E-6.....                                   | \$ 264.00    |
| E-7.....                                   | \$ 351.00    |
| <b>Planners / Environmental Specialist</b> |              |
| P-1.....                                   | \$ 127.00    |
| P-2.....                                   | \$ 159.00    |
| P-3.....                                   | \$ 198.00    |
| P-4.....                                   | \$ 225.00    |
| P-5.....                                   | \$ 261.00    |
| P-6.....                                   | \$ 297.00    |
| P-7.....                                   | \$ 359.00    |
| <b>Designers</b>                           |              |
| D-1.....                                   | \$ 99.00     |
| D-2.....                                   | \$ 115.00    |
| D-3.....                                   | \$ 137.00    |
| D-4.....                                   | \$ 159.00    |
| <b>Technicians</b>                         |              |
| T-1.....                                   | \$ 77.00     |
| T-2.....                                   | \$ 97.00     |
| T-3.....                                   | \$ 119.00    |
| <b>Surveyors</b>                           |              |
| S-1.....                                   | \$ 47.00     |
| S-2.....                                   | \$ 62.00     |
| S-3.....                                   | \$ 84.00     |
| S-4.....                                   | \$ 120.00    |
| S-5.....                                   | \$ 159.00    |
| S-6.....                                   | \$ 181.00    |
| 2-Man Crew (Survey).....                   | \$ 192.00    |
| 3-Man Crew (Survey).....                   | \$ 239.00    |
| 2-Man Crew (GPS Survey).....               | \$ 212.00    |
| 3-Man Crew (GPS Survey).....               | \$ 259.00    |
| <b>Construction Observation</b>            |              |
| C-1.....                                   | \$ 93.00     |
| C-2.....                                   | \$ 119.00    |
| C-3.....                                   | \$ 146.00    |
| C-4.....                                   | \$ 179.00    |
| <b>Management/Administration</b>           |              |
| M-1.....                                   | \$ 359.00    |
| X-1.....                                   | \$ 60.00     |
| X-2.....                                   | \$ 82.00     |
| X-3.....                                   | \$ 114.00    |
| X-4.....                                   | \$ 145.00    |
| X-5.....                                   | \$ 178.00    |
| X-6.....                                   | \$ 227.00    |
| X-7.....                                   | \$ 270.00    |



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

**AGENDA ITEM DEPT.:** Engineering & Street  
**AGENDA DATE:**01.16.19  
**PAGE:** 1

**SUBJECT:** Consideration of accepting the accepting the \$588,000 in Federal Transportation Alternatives Program (TAP) funds to construct a multi-use path from the intersection of Highway 12 and Spring Street to the Mississippi State University Amphitheater, and authorizing the Mayor to activate the project, execute a preliminary engineering contract along with any necessary MDOT related paperwork and a MOU with MSU and Oktibbeha County.

**AMOUNT & SOURCE OF FUNDING**

The City will be responsible for 1/3 of the local portion which includes the 20% construction match and the preliminary engineering costs. It is estimated to be approximately \$80,000

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Engineering & Street

**DIRECTOR'S**

**AUTHORIZATION:** Edward C. Kemp

**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

The City, Oktibbeha County and MSU submitted a joint application for TAP funds in December 2017 which identified three critical links which would enhance the mobility options between the City/County/University. This is a project which requires a 20% match on the Federal funds used for construction (80%) as well as the local share covering the preliminary engineering. The City received approval from the MS Transportation Commission last month (A copy of the award letter is attached).

Ultimately, the top priority project "link" was approved which is the construction of a multi-use path from the intersection of Spring Street and Highway 12 to the MSU Amphitheater. Attached are excerpts from the TAP application which show proposed route, improvements, photos, etc. If interested, a full copy of the application is on file at City Hall. The exact alignment will be coordinated with MDOT and MSU during the design process.

These are the required next steps to begin work on the project.

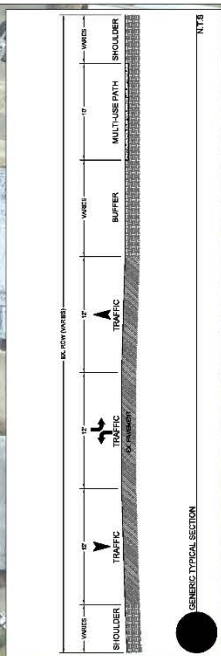
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**SUGGESTED MOTION:** Move for approval of accepting the accepting the \$588,000 in Federal Transportation Alternatives Program (TAP) funds to construct a multi-use path from the intersection of Highway 12 and Spring Street to the Mississippi State University Amphitheater, and authorizing the Mayor to activate the project, execute a preliminary engineering contract along with any necessary MDOT related paperwork and a MOU with MSU and Oktibbeha County.

TRANSPORTATION ALT. PROJECT  
 MULT-USE PATH LINKAGE PROJECT  
 STARKEVILLE, OKTIBBEHA COUNTY, MISSISSIPPI STATE UNIVERSITY



STARKEVILLE  
 HISTORICAL  
 THE CITY OF STARKEVILLE, MISSISSIPPI  
 110 W. MAIN STREET, STARKEVILLE, MS 39359  
 P: 662-323-2325 F: 662-323-4143  
 MISSISSIPPI'S CAPITAL REGION

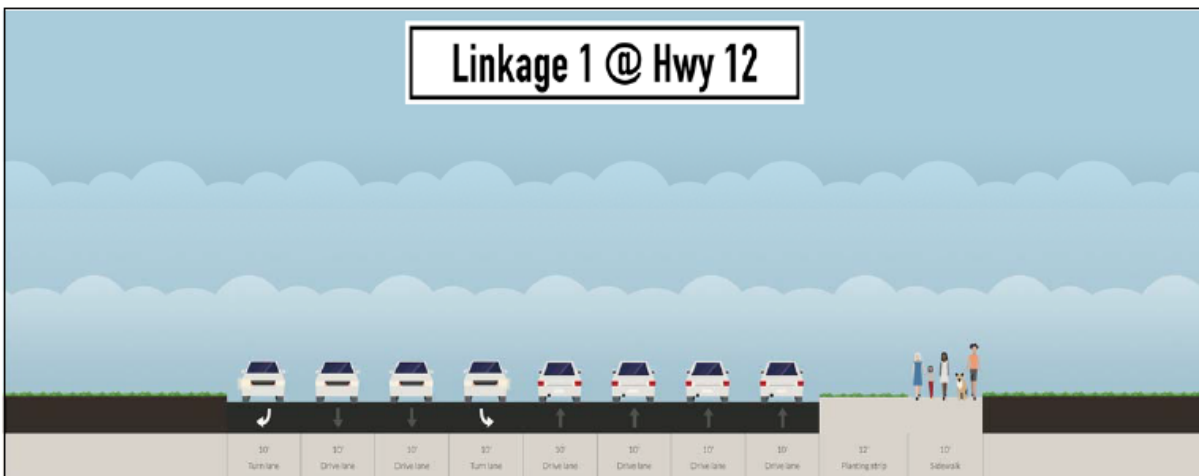


LEGEND  
 CONTINGUATED  
 DISCONTINUED  
 PROPOSED MULT-USE PATH



### Linkage 1 Right of Way Map

Highway 12, Robert L. Jones Circle and Bully Boulevard have varying right of way width; however, it is anticipated that the proposed multi-use path can be accommodated within the existing rights of way.





**Highway 12 looking east**



**Highway 12 near possible connection to MSU campus**



**Robert L. Jones looking west**



**Bully Boulevard looking east**



**State of Mississippi**  
TRANSPORTATION COMMISSION

COMMISSIONER MIKE TAGERT  
NORTHERN DISTRICT

December 11, 2018

Honorable D. Lynn Spruill  
City of Starkville  
110 West Main Street  
Starkville, MS 39759

Dear Mayor Spruill,

We are pleased to inform you that the Mississippi Transportation Commission at their meeting on December 11, 2018 approved up to \$588,000.00 in Federal Transportation Alternative (TA) Program funds. These funds, along with a required 20% local match, make up the total cost of the project. The project scope and termini will ultimately be defined and approved during development of the project. This award letter only approves funding, conceptually, of your request. The award is also contingent upon meeting a deadline for procurement of your professional for the development of the project. This will be discussed with you in detail in the following days in a letter from Jeffrey Altman the State Engineer for Local Projects.

Please note that this award letter is not authorization to proceed to contract. The project must be activated, designed and constructed according to the *Project Development Manual for Local Public Agencies* which can be located on the MDOT website at <http://sp.mdot.ms.gov/LPA/Manuals/PDM%20Manual.pdf>.

We look forward to working with you on this project and believe it will be beneficial to your community. As a next step, please contact your District Local Public Agency (LPA) Engineer, Travis Wampler, P.E., P. O. Box 2060, Tupelo, MS 38803, or by phone at (662)842-1122.

Sincerely,

A handwritten signature in blue ink that reads "Mike Tagert".

Mike Tagert  
Northern District  
Mississippi Transportation Commission

CC: Mr. Billy Owen, Assistant Chief Engineer, Operations  
Mr. Jeff Altman, State LPA Engineer  
Mr. Travis Wampler, P.E., District 1 LPA Engineer



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

**AGENDA ITEM DEPT.:** Engineering & Street  
**AGENDA DATE:** 01.16.19  
**PAGE:** 1

**SUBJECT:** Consideration of declaring Street Department 1999 Ford F-350 (VIN: 1FTSW30S2XED83673) pickup truck as surplus and to auction on Govdeals, and authorization to purchase a vehicle replacement from State contract.

**AMOUNT & SOURCE OF FUNDING**

\$26,596 State Contract Price. Funding to come from recent sale of surplus rubber tire excavator.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Engineering & Street

**DIRECTOR'S**

**AUTHORIZATION:** Edward C. Kemp

**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

This vehicle was initially in the Water Department and was transferred to the Street Dept. several years ago. It has regular maintenance issues and has reached the limit of its useful life due to its poor reliability and increased costs to keep functioning. It is 19 years old and has over 180,000 miles.

It is recommended to sale this vehicle on govdeals and use the proceeds from a recent auction of the rubber tire excavator to purchase a replacement vehicle.

Attached is a copy of the state contract for a replacement vehicle- Ford F350

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**SUGGESTED MOTION:** Move for approval of declaring Street Department 1999 Ford F-350 (VIN: 1FTSW30S2XED83673) pickup truck surplus and to auction on Govdeals, and authorization to purchase a vehicle replacement from State contract.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: PICK-UP, 1 TON, CC W/S R WHEELS, 2WD

VENDOR: Butch Oustalet Inc.

ITEM NO.: 070-48-52463-6

MAKE/MODEL Ford F350 CC XL

ENGINE: 6.2L Gas V-8

PRICE INCLUDING TITLE FEE: \$26,596.00

Contract No: 8200042041 E-Mail: butchoustaletfleet@gmail.com

Butch Oustalet Inc.

9274 HWY 49

Phone: 228-863-5525 ext. 231

Gulfport, MS 39503

Toll Free: 800-880-2446

Erich Anderson

Fax: 866-594-7169

LIST FACTORY COLORS AVAILABLE AT NO CHARGE: Black, Blue Jeans, Ingot Silver, Magnetic, White, Race Red, Stone Gray

Default color is White if no color is selected.

| ITEM                   | REQ.        |             |
|------------------------|-------------|-------------|
|                        | OPTION CODE | DEALER COST |
| List optional engines: | 99T         | \$8,391     |
| 6.7L Turbo Diesel      |             |             |

|                                    |     |         |     |
|------------------------------------|-----|---------|-----|
| Air Conditioning                   |     | INC     |     |
| Braking System, Anti-Lock          |     | INC     |     |
| Bumper, Rear Step                  |     | INC     |     |
| Vinyl 40/20/40 Split Bench         |     | INC     |     |
| Headliner, Cloth                   |     | INC     |     |
| Radio, AM/FM, Digital Clock        |     | INC     |     |
| Driver & Pass Air Bag              |     | INC     |     |
| Pwr Windows/Locks                  | 90L | \$1,035 |     |
| Trailer Towing Package             |     | INC     |     |
| Transmission, Auto 6-speed         |     | INC     |     |
| Telescoping Trailer Tow Mirrors    |     | INC     |     |
| Full Size Spare                    |     | INC     |     |
| All Terrain Tires                  | TCD | \$419   |     |
| Pickup Bed Delete                  | 66D | -\$386  | 176 |
| 8' Pickup Bed                      | 176 | \$189   |     |
| Electronic Locking Rear Axle       | X3E | \$359   |     |
| Tilt/Cruise Control                | 525 | \$216   |     |
| Trailer Brake Controller           | 52B | \$249   |     |
| Daytime Running Lights             | 942 | \$41    |     |
| Cloth 40/20/40 Split Bench Seat    | 1S  | \$289   |     |
| 5th Wheel/Gooseneck Hitch Prep Pkg | 53W | \$460   |     |
| Black Platform Running Boards      | 18B | \$409   |     |

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.

|                                   |     |       |         |
|-----------------------------------|-----|-------|---------|
| Ultimate Trailer Tow Camera       | 874 | \$653 | 585,90L |
| LED Roof Clearance Lights         | 592 | \$88  |         |
| Tailgate Step                     | 85G | \$345 |         |
| Spray-In Bedliner                 | 85S | \$548 |         |
| SYNC Hands-Free Communications    | 585 | \$507 |         |
| LED Warning Strobes - Amber       | 91S | \$621 |         |
| LED Warning Strobes - Amber/White | 91G | \$667 |         |



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

**AGENDA ITEM DEPT.:** Finance  
**AGENDA DATE** 01/15/2019  
**PAGE:** 1 of several

**SUBJECT:** Claims Docket

**AMOUNT & SOURCE OF FUNDING:** FY 2018 – 2019 Budget

**FISCAL NOTE:** Total Claims for the Claims Docket Ending January 9, 2019 is \$1,358,917.49  
Of which the claims amount for Starkville Utilities is \$1,056,659.37

**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

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**SUGGESTED MOTION:** Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of January 09, 2019 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 01/04/2019 - 01/09/2019

| Vendor Name                                      | Payable Number | Post Date  | Description (Item)                       | Account Number  | Amount           |
|--------------------------------------------------|----------------|------------|------------------------------------------|-----------------|------------------|
| <b>Fund: 001 - GENERAL FUND</b>                  |                |            |                                          |                 |                  |
| <b>Department: 000 - UNDESIGNATED</b>            |                |            |                                          |                 |                  |
| <b>Outstanding</b>                               |                |            |                                          |                 |                  |
| TYLER TECHNOLOGIES                               | 045-247288     | 01/09/2019 | 5 BIOMETRIC READERS/TIME CLOCKS          | 001-000-053-206 | 1,000.00         |
| TYLER TECHNOLOGIES                               | 045-247288     | 01/09/2019 | 5 BIOMETRIC READERS/TIME CLOCKS          | 001-000-054-205 | 1,000.00         |
| CSPIRE WIRELESS                                  | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                      | 001-000-053-206 | 150.87           |
| SOUTHERN TELECOMMUNICATIONS                      | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                 | 001-000-053-206 | 800.50           |
| SOUTHERN TELECOMMUNICATIONS                      | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                 | 001-000-054-205 | 310.02           |
| <b>Outstanding Total:</b>                        |                |            |                                          |                 | <b>3,261.39</b>  |
| <b>Department 000 - UNDESIGNATED Total:</b>      |                |            |                                          |                 | <b>3,261.39</b>  |
| <b>Department: 100 - BOARD OF ALDERMEN</b>       |                |            |                                          |                 |                  |
| <b>Outstanding</b>                               |                |            |                                          |                 |                  |
| CSPIRE WIRELESS                                  | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                      | 001-100-604-330 | 244.77           |
| <b>Outstanding Total:</b>                        |                |            |                                          |                 | <b>244.77</b>    |
| <b>Department 100 - BOARD OF ALDERMEN Total:</b> |                |            |                                          |                 | <b>244.77</b>    |
| <b>Department: 110 - MUNICIPAL COURT</b>         |                |            |                                          |                 |                  |
| <b>Outstanding</b>                               |                |            |                                          |                 |                  |
| CSPIRE WIRELESS                                  | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                      | 001-110-604-330 | 37.41            |
| MAXXSOUTH BROADBAND                              | INV0028177     | 01/08/2019 | 8282 41 101 0508324                      | 001-110-604-330 | 28.12            |
| PETTY CASH VOUCHERS                              | INV0028181     | 01/08/2019 | FUEL FOR COURT                           | 001-110-501-200 | 8.00             |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-166 | 950.00           |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-376 | 132.50           |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-377 | 2,330.00         |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-378 | 590.25           |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-382 | 17,657.75        |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-385 | 2,917.00         |
| MS DEPT OF PUBLIC SAFETY                         | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-386 | 2,684.75         |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-387 | 7,514.80         |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-389 | 20.00            |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-393 | 322.50           |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-395 | 50.00            |
| MS DEPT OF PUBLIC SAFETY                         | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-396 | 1,500.00         |
| MS DEPT OF PUBLIC SAFETY                         | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-397 | 112.00           |
| STATE TREASURER                                  | 11.2018        | 01/06/2019 | NOVEMBER 2018 MUNICIPAL COURT SETTLEMENT | 001-110-330-398 | 2,413.00         |
| COMMERCIAL DISPATCH, THE                         | 12.31.18       | 01/07/2019 | ADVERTISING                              | 001-110-501-200 | 162.00           |
| <b>Outstanding Total:</b>                        |                |            |                                          |                 | <b>39,430.08</b> |
| <b>Department 110 - MUNICIPAL COURT Total:</b>   |                |            |                                          |                 | <b>39,430.08</b> |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                                           | Payable Number | Post Date  | Description (Item)                              | Account Number  | Amount          |
|-------------------------------------------------------|----------------|------------|-------------------------------------------------|-----------------|-----------------|
| <b>Department: 111 - YOUTH COURT</b>                  |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                    |                |            |                                                 |                 |                 |
| SOUTHERN TELECOMMUNICATIONS                           | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                        | 001-111-604-330 | 106.30          |
| <b>Outstanding Total:</b>                             |                |            |                                                 |                 | <b>106.30</b>   |
| <b>Department 111 - YOUTH COURT Total:</b>            |                |            |                                                 |                 | <b>106.30</b>   |
| <b>Department: 120 - MAYORS OFFICE</b>                |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                    |                |            |                                                 |                 |                 |
| CANON FINANCIAL SERVICES, INC                         | 19217691       | 01/07/2019 | JME15733                                        | 001-120-604-330 | 63.75           |
| SLAUGHTER & ASSOCIATES, PLLC                          | 12.20.18       | 01/08/2019 | ANNEXATION STUDY PHASE I                        | 001-120-600-300 | 1,801.01        |
| SOUTHERN TELECOMMUNICATIONS                           | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                        | 001-120-604-330 | 141.35          |
| MAXXSOUTH BROADBAND                                   | INV0028177     | 01/08/2019 | 8282 41 101 0508324                             | 001-120-604-330 | 28.12           |
| CANON SOLUTIONS AMERICA                               | 4028054469     | 01/09/2019 | NZG06107                                        | 001-120-604-330 | 15.64           |
| CANON SOLUTIONS AMERICA                               | 4028061673     | 01/09/2019 | JME15733                                        | 001-120-604-330 | 26.74           |
| PETTY CASH VOUCHERS                                   | INV0028182     | 01/08/2019 | ALDERMEN WATER                                  | 001-120-503-202 | 10.70           |
| CORNERSTONE GOVERNMENT AFFAIRS, INC.                  | COSMS-0119     | 01/07/2019 | DEC. 2018 CONS. SVCS & LEGISLATIVE LUNCH-VERAND | 001-120-600-300 | 3,582.25        |
| <b>Outstanding Total:</b>                             |                |            |                                                 |                 | <b>5,669.56</b> |
| <b>Department 120 - MAYORS OFFICE Total:</b>          |                |            |                                                 |                 | <b>5,669.56</b> |
| <b>Department: 123 - IT</b>                           |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                    |                |            |                                                 |                 |                 |
| VERIZON-NETWORK FLEET                                 | INVEX0187109   | 01/09/2019 | 13 QUICK INSTALL HARNESS                        | 001-123-918-805 | 124.41          |
| VERIZON-NETWORK FLEET                                 | INVEX0187288   | 01/09/2019 | 14 QUICK INSTALL HARNESS                        | 001-123-918-805 | 133.98          |
| CSPIRE WIRELESS                                       | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                             | 001-123-604-330 | 194.70          |
| SOUTHERN TELECOMMUNICATIONS                           | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                        | 001-123-604-330 | 61.37           |
| MAXXSOUTH BROADBAND                                   | INV0028177     | 01/08/2019 | 8282 41 101 0508324                             | 001-123-604-330 | 28.12           |
| WAUKAWAY DISTRIBUTORS, INC                            | CLR0119-50     | 01/08/2019 | MONTHLY COOLER RENT-IT                          | 001-123-691-550 | 10.00           |
| VERIZON-NETWORK FLEET                                 | 188687         | 01/09/2019 | 11 ALTERNATE POWER/GROUND ADAPTER 5200/5500     | 001-123-918-805 | 220.00          |
| <b>Outstanding Total:</b>                             |                |            |                                                 |                 | <b>772.58</b>   |
| <b>Department 123 - IT Total:</b>                     |                |            |                                                 |                 | <b>772.58</b>   |
| <b>Department: 145 - OTHER ADMINISTRATIVE</b>         |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                    |                |            |                                                 |                 |                 |
| CSPIRE WIRELESS                                       | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                             | 001-145-604-330 | 46.98           |
| SOUTHERN TELECOMMUNICATIONS                           | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                        | 001-145-604-330 | 30.69           |
| MAXXSOUTH BROADBAND                                   | INV0028177     | 01/08/2019 | 8282 41 101 0508324                             | 001-145-604-330 | 28.12           |
| PETTY CASH VOUCHERS                                   | INV0028180     | 01/08/2019 | BATTERIES, POST IT NOTES, SUPPLIES              | 001-145-481-140 | 27.02           |
| STARKVILLE DAILY NEWS                                 | INV0028187     | 01/08/2019 | ACCT #000132 ADVERTISING                        | 001-145-501-200 | 28.96           |
| <b>Outstanding Total:</b>                             |                |            |                                                 |                 | <b>161.77</b>   |
| <b>Department 145 - OTHER ADMINISTRATIVE Total:</b>   |                |            |                                                 |                 | <b>161.77</b>   |
| <b>Department: 159 - BONDING-CITY EMPLOYEES</b>       |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                    |                |            |                                                 |                 |                 |
| REYNOLDS/RENASANT INSURANCE AGENCY                    | 947303         | 01/08/2019 | STEVEN SHANE KELLEY BOND                        | 001-159-620-371 | 175.00          |
| <b>Outstanding Total:</b>                             |                |            |                                                 |                 | <b>175.00</b>   |
| <b>Department 159 - BONDING-CITY EMPLOYEES Total:</b> |                |            |                                                 |                 | <b>175.00</b>   |
| <b>Department: 169 - LEGAL</b>                        |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                    |                |            |                                                 |                 |                 |
| MARTY HAUG                                            | INV0028174     | 01/08/2019 | VS S. CHILDS (12.13.18)                         | 001-169-600-309 | 200.00          |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                   | Payable Number | Post Date  | Description (Item)       | Account Number  | Amount |
|-------------------------------|----------------|------------|--------------------------|-----------------|--------|
| STARKVILLE DAILY NEWS         | INV0028187     | 01/08/2019 | ACCT #000132 ADVERTISING | 001-169-615-342 | 65.62  |
| Outstanding Total:            |                |            |                          |                 | 265.62 |
| Department 169 - LEGAL Total: |                |            |                          |                 | 265.62 |

## Department: 180 - HUMAN RESOURCES

|                                         |            |            |                                             |                 |           |
|-----------------------------------------|------------|------------|---------------------------------------------|-----------------|-----------|
| Outstanding                             |            |            |                                             |                 |           |
| FRONTLINE TECHNOLOGIES GROUP, LLC       | INVUS91894 | 01/09/2019 | APPLICANT TRACKING                          | 001-180-691-505 | 7,500.00  |
| TYLER TECHNOLOGIES                      | 045-247589 | 01/09/2019 | TIME & ATTENDANCE SERVICES ACCESS ANNUAL FE | 001-180-691-505 | 8,745.00  |
| CSPIRE WIRELESS                         | 12.25.18   | 01/07/2019 | CELL PHONES BY DEPT                         | 001-180-604-330 | 50.29     |
| MAXXSOUTH BROADBAND                     | INV0028177 | 01/08/2019 | 8282 41 101 0508324                         | 001-180-604-330 | 28.12     |
| COMMERCIAL DISPATCH, THE                | 12.31.18   | 01/07/2019 | ADVERTISING                                 | 001-180-610-340 | 216.00    |
| STARKVILLE DAILY NEWS                   | INV0028187 | 01/08/2019 | ACCT #000132 ADVERTISING                    | 001-180-610-340 | 577.66    |
| Outstanding Total:                      |            |            |                                             |                 | 17,117.07 |
| Department 180 - HUMAN RESOURCES Total: |            |            |                                             |                 | 17,117.07 |

## Department: 190 - CITY PLANNER

|                                      |             |            |                                                   |                 |           |
|--------------------------------------|-------------|------------|---------------------------------------------------|-----------------|-----------|
| Outstanding                          |             |            |                                                   |                 |           |
| CANON FINANCIAL SERVICES, INC        | 19217691    | 01/07/2019 | JME15733                                          | 001-190-604-330 | 63.75     |
| MSU CONTROLLER & TREASURER*          | 364528-GC-1 | 01/08/2019 | DOWNTOWN STKVILLE DESIGN STANDRDS PROJ            | 001-190-607-605 | 9,750.00  |
| CSPIRE WIRELESS                      | 12.25.18    | 01/07/2019 | CELL PHONES BY DEPT                               | 001-190-604-330 | 135.98    |
| MAXXSOUTH BROADBAND                  | INV0028177  | 01/08/2019 | 8282 41 101 0508324                               | 001-190-604-330 | 28.12     |
| CANON SOLUTIONS AMERICA              | 4028061673  | 01/09/2019 | JME15733                                          | 001-190-604-330 | 26.74     |
| CANON SOLUTIONS AMERICA              | 4028065911  | 01/09/2019 | DRL72630                                          | 001-190-604-330 | 5.50      |
| CADENCE VISA                         | 208605      | 01/07/2019 | JOB AD POSTING                                    | 001-190-501-200 | 295.00    |
| STARKVILLE DAILY NEWS                | INV0028187  | 01/08/2019 | ACCT #000132 ADVERTISING                          | 001-190-604-330 | 465.72    |
| STARKVILLE DAILY NEWS                | INV0028187  | 01/08/2019 | ACCT #000132 ADVERTISING                          | 001-190-604-330 | 137.52    |
| STARKVILLE DAILY NEWS                | INV0028188  | 01/08/2019 | ACCT #000132 ADVERTISING                          | 001-190-604-330 | 701.00    |
| ERIK BUSBY                           | INV0028190  | 01/09/2019 | CONTRACT LABOR 01/02/19-01/09/19 COMM DEVELOPMENT | 001-190-600-300 | 480.00    |
| Outstanding Total:                   |             |            |                                                   |                 | 12,089.33 |
| Department 190 - CITY PLANNER Total: |             |            |                                                   |                 | 12,089.33 |

## Department: 192 - GENERAL GOVERN BLDG &amp; PLANT

|                                                     |            |            |                                  |                 |          |
|-----------------------------------------------------|------------|------------|----------------------------------|-----------------|----------|
| Outstanding                                         |            |            |                                  |                 |          |
| NORTHEAST EXTERMINATING                             | 338536     | 01/08/2019 | CITY HALL 11.30.18               | 001-192-600-338 | 45.00    |
| AMERICAN GLASS COMPANY                              | 12.13.18   | 01/07/2019 | WORK ON EXTERIOR DOORS-CITY HALL | 001-192-630-403 | 65.00    |
| NORTHEAST EXTERMINATING                             | 340153     | 01/08/2019 | CITY HALL 12.17.18               | 001-192-600-338 | 45.00    |
| CINTAS                                              | 215388853  | 01/07/2019 | CITY HALL 01.01.19               | 001-192-510-220 | 11.22    |
| STARKVILLE UTILITIES                                | INV0028189 | 01/08/2019 | UTILITY BILLS BY DEPT            | 001-192-625-380 | 1,992.14 |
| Outstanding Total:                                  |            |            |                                  |                 | 2,158.36 |
| Department 192 - GENERAL GOVERN BLDG & PLANT Total: |            |            |                                  |                 | 2,158.36 |

## Department: 195 - TRANSFERS TO OTHER AGENCIES

|                                                     |            |            |                                      |                 |           |
|-----------------------------------------------------|------------|------------|--------------------------------------|-----------------|-----------|
| Outstanding                                         |            |            |                                      |                 |           |
| GSDP * GREATER STARKVILLE DEVELOPMENT PART          | 119003     | 01/08/2019 | 2ND QTR FY 2019 MEMBERSHIP DUES      | 001-195-951-966 | 6,250.00  |
| STARKVILLE/OKTIBBEHA AIRPORT                        | 2196       | 01/08/2019 | 2ND QTR FY 19 AIRPORT FUNDING        | 001-195-951-953 | 7,982.00  |
| MS URBAN FOREST COUNCIL                             | INV0028178 | 01/08/2019 | ANNUAL MEMBERSHIP                    | 001-195-691-550 | 125.00    |
| STARKVILLE AREA ARTS COUNCIL                        | INV0028243 | 01/09/2019 | SUNDAY FUNDAY ANNUAL ASSISTANCE FY19 | 001-195-690-454 | 2,000.00  |
| Outstanding Total:                                  |            |            |                                      |                 | 16,357.00 |
| Department 195 - TRANSFERS TO OTHER AGENCIES Total: |            |            |                                      |                 | 16,357.00 |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                                      | Payable Number      | Post Date  | Description (Item)                                 | Account Number  | Amount           |
|--------------------------------------------------|---------------------|------------|----------------------------------------------------|-----------------|------------------|
| <b>Department: 197 - ENGINEERING</b>             |                     |            |                                                    |                 |                  |
| <b>Outstanding</b>                               |                     |            |                                                    |                 |                  |
| CANON FINANCIAL SERVICES, INC                    | 19217691            | 01/07/2019 | JME15733                                           | 001-197-604-330 | 63.75            |
| MAXXSOUTH BROADBAND                              | INV0028177          | 01/08/2019 | 8282 41 101 0508324                                | 001-197-604-330 | 28.12            |
| CANON SOLUTIONS AMERICA                          | 4028061673          | 01/09/2019 | JME15733                                           | 001-197-604-330 | 26.74            |
| CADENCE VISA                                     | 113-3827463-2133067 | 01/07/2019 | AMAZON/MOLESKIN PLANNE                             | 001-197-501-200 | 24.56            |
| TRUSTMARK NATIONAL BANK                          | 01.27.19            | 01/06/2019 | LOAN #93894 2 TACOMAS                              | 001-197-820-874 | 413.98           |
| TRUSTMARK NATIONAL BANK                          | 01.27.19            | 01/06/2019 | LOAN #93894 2 TACOMAS                              | 001-197-830-873 | 22.97            |
| <b>Outstanding Total:</b>                        |                     |            |                                                    |                 | <b>580.12</b>    |
| <b>Department 197 - ENGINEERING Total:</b>       |                     |            |                                                    |                 | <b>580.12</b>    |
| <b>Department: 201 - POLICE DEPARTMENT</b>       |                     |            |                                                    |                 |                  |
| <b>Outstanding</b>                               |                     |            |                                                    |                 |                  |
| RACKLEY OIL INC.                                 | 4953200             | 01/09/2019 | REPAIR FUEL PUMP                                   | 001-201-525-231 | 47.33            |
| EMPLOYEE DATA FORMS, INC.                        | 19-30970            | 01/09/2019 | 200 EMPLOYEE DATA CALENDARS                        | 001-201-501-200 | 48.75            |
| LYNN CARD COMPANY                                | 2181203-042         | 01/09/2019 | CHRISTMAS CARDS                                    | 001-201-501-200 | 105.95           |
| SYMBOLARTS                                       | 0321289-IN          | 01/09/2019 | 100 CHALLENGE COINS                                | 001-201-501-200 | 725.00           |
| MID-SOUTH UNIFORM & SUPPLY                       | 585739              | 01/09/2019 | 12 FLASHLIGHTS                                     | 001-201-918-805 | 1,680.00         |
| LAIRD CLINIC OF FAMILY MEDICINE                  | 026706              | 01/09/2019 | N. SHUMAKER PHYSICAL AND VISION TESTING            | 001-201-600-319 | 150.00           |
| BASICS, INC. A Trade America Company             | 23040               | 01/09/2019 | 2 CASES CLOROX, CASE LINERS, CASE TOWELS           | 001-201-555-208 | 105.90           |
| GULF STATES DISTRIBUTORS, INC.                   | 1309793-IN          | 01/09/2019 | 11 CASES OF BULLETS                                | 001-201-556-251 | 1,898.00         |
| MODERN MARKETING, INC.                           | MM-130881           | 01/09/2019 | GLOVES & POLICE STAINLESS STEEL BOTTL              | 001-201-501-200 | 747.91           |
| WEX Bank /WRIGHT EXPRESS FSC                     | 57110719            | 01/09/2019 | FUEL PURCHASES PLUS LATE CHARGE                    | 001-201-525-231 | 791.06           |
| CSPIRE WIRELESS                                  | 12.25.18            | 01/07/2019 | CELL PHONES BY DEPT                                | 001-201-604-330 | 1,934.57         |
| BELL BUILDING SUPPLY, INC.                       | 244515              | 01/09/2019 | 2 DOUBLESIDED KEYS                                 | 001-201-501-200 | 4.98             |
| CADENCE VISA                                     | 12.27.18            | 01/09/2019 | INTEREST REVERSAL                                  | 001-201-691-550 | -0.12            |
| UPS STORE 3702                                   | 4464                | 01/09/2019 | POSTAGE & BATTERIES                                | 001-201-604-330 | 11.60            |
| SOUTHERN TELECOMMUNICATIONS                      | 01.17.19            | 01/08/2019 | ACCT #2490 DECEMBER 2018                           | 001-201-604-330 | 30.69            |
| SOUTHERN TELECOMMUNICATIONS                      | 01.17.19            | 01/08/2019 | ACCT #2490 DECEMBER 2018                           | 001-201-604-330 | 61.37            |
| LINDA MICHELLE HARGETT                           | 123118-SPD          | 01/09/2019 | BALLARD,LOVELADY,LOTT,DU RR,REAVES,WILSON.STEWART  | 001-201-535-233 | 719.00           |
| CANON SOLUTIONS AMERICA                          | 4028011173          | 01/09/2019 | RZE06197 POLICE                                    | 001-201-635-369 | 5.68             |
| CADENCE VISA                                     | 6926                | 01/09/2019 | MS ASSOC OF CHIEFS OF POLICE ANNUAL MEMBERSHIP DUE | 001-201-690-555 | 100.00           |
| CANON SOLUTIONS AMERICA                          | 4028059174          | 01/09/2019 | JMQ18878 POLICE                                    | 001-201-635-369 | 85.49            |
| CANON SOLUTIONS AMERICA                          | 4028063120          | 01/09/2019 | JMQ18879 POLICE                                    | 001-201-635-369 | 49.96            |
| ALLEN EDWARDS BODY SHOP                          | 0723                | 01/09/2019 | DETAIL P-94                                        | 001-201-600-300 | 100.00           |
| SHANE KELLY                                      | INV0028192          | 01/09/2019 | REIMB CLOTHING ALLOWANCE PURCHASES                 | 001-201-535-233 | 149.75           |
| TOM ROBERSON                                     | INV0028193          | 01/09/2019 | REIMB CLOTHING ALLOWANCE PURCHASE                  | 001-201-535-233 | 173.31           |
| STARKVILLE UTILITIES                             | INV0028189          | 01/08/2019 | UTILITY BILLS BY DEPT                              | 001-201-625-380 | 3,119.85         |
| 4-COUNTY ELECTRIC POWER ASSOCIATION              | INV0028191          | 01/09/2019 | UTILITY BILLS BY DEPT ACCT#212849                  | 001-201-625-380 | 86.24            |
| <b>Outstanding Total:</b>                        |                     |            |                                                    |                 | <b>12,932.27</b> |
| <b>Paid</b>                                      |                     |            |                                                    |                 |                  |
| STATE TAX COMMISSION                             | INV0028163          | 01/04/2019 | TAG FOR SPD/CHEV TAHOE VIN#4115                    | 001-201-691-550 | 16.00            |
| <b>Paid Total:</b>                               |                     |            |                                                    |                 | <b>16.00</b>     |
| <b>Department 201 - POLICE DEPARTMENT Total:</b> |                     |            |                                                    |                 | <b>12,948.27</b> |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                                           | Payable Number | Post Date  | Description (Item)                                 | Account Number  | Amount           |
|-------------------------------------------------------|----------------|------------|----------------------------------------------------|-----------------|------------------|
| <b>Department: 261 - FIRE DEPARTMENT</b>              |                |            |                                                    |                 |                  |
| <b>Outstanding</b>                                    |                |            |                                                    |                 |                  |
| NICK PEARSON                                          | INV0028179     | 01/08/2019 | REIMBURSE EMS                                      | 001-261-600-390 | 47.90            |
|                                                       |                |            | CERTIFICATION EXPENSES                             |                 |                  |
| RACKLEY OIL INC.                                      | 4953200        | 01/09/2019 | REPAIR FUEL PUMP                                   | 001-261-525-231 | 47.34            |
| NRS                                                   | 724402         | 01/09/2019 | DIVE TEAM SUPPLIES                                 | 001-261-730-545 | 887.93           |
| COAST TO COAST SOLUTIONS                              | IVC0089283     | 01/07/2019 | 1000 MALTESE CROSS                                 | 001-261-555-250 | 260.74           |
|                                                       |                |            | SHAPED STICKERS                                    |                 |                  |
| LAIRD CLINIC OF FAMILY MEDICINE                       | 026710         | 01/08/2019 | C.TWILLIE DRUG SCREEN, OFFICE VISIT                | 001-261-600-319 | 170.00           |
| HOLLIS BROTHERS ELECTRIC & REFRIG                     | 44062          | 01/08/2019 | FIRE STATION #3 SVC CALL, CHECK GAS VALVE/SHUT OFF | 001-261-558-269 | 88.56            |
| ARMY NAVY PAWN SHOP                                   | 121918A        | 01/07/2019 | 8 PR KENETIC PANTS                                 | 001-261-535-233 | 336.00           |
| TEAM WENDY                                            | CD970008382    | 01/09/2019 | HELMETS & REFLECTIVE KIT                           | 001-261-730-545 | 1,791.30         |
| ARMY NAVY PAWN SHOP                                   | 122118A        | 01/07/2019 | 3 PR KENETIC PANTS, 8 BELTS, TACTICAL BOOTS        | 001-261-535-233 | 255.03           |
| RACKLEY OIL INC.                                      | 498149         | 01/08/2019 | DIESEL EXHAUST FLUID                               | 001-261-525-231 | 250.42           |
| MAXXSOUTH BROADBAND                                   | INV0028175     | 01/08/2019 | 8282 41 101 0005495 FIRE STATION #2                | 001-261-604-330 | 3.00             |
| MAXXSOUTH BROADBAND                                   | INV0028176     | 01/08/2019 | 8282 41 101 0005230 FIRE STATION #1                | 001-261-625-380 | 151.95           |
| CADENCE VISA                                          | 12.24.18       | 01/09/2019 | VIASAT-INTERNET FOR STATION #5                     | 001-261-604-330 | 170.31           |
| CSPIRE WIRELESS                                       | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                                | 001-261-604-330 | 183.37           |
| ATMOS ENERGY                                          | INV0028170     | 01/07/2019 | 3018177204 FIRE STATION #4                         | 001-261-625-380 | 904.88           |
| SOUTHERN TELECOMMUNICATIONS                           | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                           | 001-261-604-330 | 443.58           |
| SOUTHERN TELECOMMUNICATIONS                           | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                           | 001-261-604-330 | 3,726.58         |
| RACKLEY OIL INC.                                      | 498453         | 01/08/2019 | DIESEL & GAS                                       | 001-261-525-231 | 377.26           |
| LOWE'S-FIRE                                           | 902372         | 01/08/2019 | SUPPLIES FOR PECAN ACRES APT. (BURN HOUSE)         | 001-261-558-269 | 79.36            |
| CALVIN WATERS                                         | INV0028172     | 01/07/2019 | REIMB EMS CERTIFICATION EXPENSES                   | 001-261-600-390 | 120.88           |
| FUELMAN / FLEETCOR                                    | NP55122750     | 01/09/2019 | ACCT#BG2416403/WEEKLY STATEMENT                    | 001-261-525-231 | 63.11            |
| STARKVILLE UTILITIES                                  | INV0028189     | 01/08/2019 | UTILITY BILLS BY DEPT                              | 001-261-625-380 | 963.79           |
| 4-COUNTY ELECTRIC POWER ASSOCIATION                   | INV0028191     | 01/09/2019 | UTILITY BILLS BY DEPT                              | 001-261-625-380 | 515.55           |
|                                                       |                |            | ACCT#212849                                        |                 |                  |
| <b>Outstanding Total:</b>                             |                |            |                                                    |                 | <b>11,838.84</b> |
| <b>Paid</b>                                           |                |            |                                                    |                 |                  |
| OKT COUNTY                                            | INV0028164     | 01/04/2019 | HMEP GRANT MATCH                                   | 001-261-918-805 | 2,922.73         |
| <b>Paid Total:</b>                                    |                |            |                                                    |                 | <b>2,922.73</b>  |
| <b>Department 261 - FIRE DEPARTMENT Total:</b>        |                |            |                                                    |                 | <b>14,761.57</b> |
| <b>Department: 281 - BUILDING/CODES OFFICE</b>        |                |            |                                                    |                 |                  |
| <b>Outstanding</b>                                    |                |            |                                                    |                 |                  |
| CANON FINANCIAL SERVICES, INC                         | 19217691       | 01/07/2019 | JME15733                                           | 001-281-604-330 | 63.75            |
| VERIZON-NETWORK FLEET                                 | RETX001930     | 01/09/2019 | RETURN OBD HARNESS KIT FOR 5000                    | 001-281-690-450 | -30.23           |
| CSPIRE WIRELESS                                       | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                                | 001-281-604-330 | 131.83           |
| MAXXSOUTH BROADBAND                                   | INV0028177     | 01/08/2019 | 8282 41 101 0508324                                | 001-281-604-330 | 28.11            |
| CANON SOLUTIONS AMERICA                               | 4028061673     | 01/09/2019 | JME15733                                           | 001-281-604-330 | 26.76            |
| TRUSTMARK NATIONAL BANK                               | 01.27.19       | 01/06/2019 | LOAN #93894 2 TACOMAS                              | 001-281-820-874 | 413.99           |
| TRUSTMARK NATIONAL BANK                               | 01.27.19       | 01/06/2019 | LOAN #93894 2 TACOMAS                              | 001-281-830-873 | 22.96            |
| <b>Outstanding Total:</b>                             |                |            |                                                    |                 | <b>657.17</b>    |
| <b>Department 281 - BUILDING/CODES OFFICE Total:</b>  |                |            |                                                    |                 | <b>657.17</b>    |
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b> |                |            |                                                    |                 |                  |
| <b>Outstanding</b>                                    |                |            |                                                    |                 |                  |
| STARKVILLE UTILITIES                                  | INV0028189     | 01/08/2019 | UTILITY BILLS BY DEPT                              | 001-290-625-380 | 25.84            |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                                          | Payable Number | Post Date  | Description (Item)                   | Account Number  | Amount |
|------------------------------------------------------|----------------|------------|--------------------------------------|-----------------|--------|
| 4-COUNTY ELECTRIC POWER ASSOCIATION                  | INV0028191     | 01/09/2019 | UTILITY BILLS BY DEPT<br>ACCT#212849 | 001-290-625-380 | 142.33 |
| Outstanding Total:                                   |                |            |                                      |                 | 168.17 |
| Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: |                |            |                                      |                 | 168.17 |

## Department: 301 - STREET DEPARTMENT

| Outstanding                       |            |            |                                                         |                 |          |
|-----------------------------------|------------|------------|---------------------------------------------------------|-----------------|----------|
| RACKLEY OIL INC.                  | 4953200    | 01/09/2019 | REPAIR FUEL PUMP                                        | 001-301-525-231 | 47.34    |
| EAST MISSISSIPPI LUMBER CO        | D15379     | 01/08/2019 | LOOSE NUTS/BOLTS, 4 KEYS,<br>KEY CLIPS                  | 001-301-555-250 | 12.43    |
| RACKLEY OIL INC.                  | 496629     | 01/08/2019 | GAS                                                     | 001-301-525-231 | 45.39    |
| RACKLEY OIL INC.                  | 496630     | 01/08/2019 | DIESEL                                                  | 001-301-525-231 | 65.07    |
| RACKLEY OIL INC.                  | 496663     | 01/08/2019 | GAS                                                     | 001-301-525-231 | 51.03    |
| RACKLEY OIL INC.                  | 496689     | 01/08/2019 | DIESEL                                                  | 001-301-525-231 | 79.87    |
| IVY AUTO PARTS, LLC.              | 602756     | 01/08/2019 | SWITCH COMBINATION                                      | 001-301-630-360 | 155.99   |
| OKTIBBEHA COUNTY COOPERATIVE      | 470675     | 01/08/2019 | DUCK JACKETS, INSULATED<br>BIB OVERALLS                 | 001-301-535-233 | 1,013.90 |
| POLLAN & ASSOC. PA                | 5480       | 01/08/2019 | 20 EMBROIDERED CARHART<br>JACKETS                       | 001-301-535-233 | 260.00   |
| POLLAN & ASSOC. PA                | 5482       | 01/08/2019 | 5 EMBROIDERED DRESS SHIRT                               | 001-301-535-233 | 194.42   |
| IVY AUTO PARTS, LLC.              | 603606     | 01/08/2019 | 2 O RING KITS, REDUCER,<br>IMPACT SOCKET                | 001-301-630-400 | 89.96    |
| APAC-MISSISSIPPI, INC             | 4000084050 | 01/07/2019 | 2.13 TONS SC1 TY 8 RAP                                  | 001-301-560-270 | 156.56   |
| CINTAS FIRST AID & SAFETY         | 5012458674 | 01/07/2019 | GLOVES, ANTIBIOTIC<br>OINTMENT, SERVICE CHARGE          | 001-301-555-250 | 133.79   |
| G&C SUPPLY CO., INC               | 6720342    | 01/08/2019 | 8 6IN 50YD BLACK 2 MIL P/S<br>SHEETING                  | 001-301-565-272 | 760.00   |
| FASTENAL COMPANY                  | MSSTA82763 | 01/08/2019 | 2 DMND BLADES                                           | 001-301-555-250 | 228.64   |
| FASTENAL COMPANY                  | MSSTA82764 | 01/08/2019 | 2 DMND BLADES                                           | 001-301-555-250 | 142.88   |
| TYLER TECHNOLOGIES                | 045-247288 | 01/09/2019 | 5 BIOMETRIC READERS/TIME<br>CLOCKS                      | 001-301-918-805 | 1,000.00 |
| RACKLEY OIL INC.                  | 498177     | 01/08/2019 | GAS                                                     | 001-301-525-231 | 40.35    |
| RACKLEY OIL INC.                  | 498181     | 01/08/2019 | GAS                                                     | 001-301-525-231 | 25.20    |
| APAC-MISSISSIPPI, INC             | 4000084182 | 01/07/2019 | 4.72 SC-1 TY 8 RAP 15                                   | 001-301-560-270 | 346.93   |
| CSPIRE WIRELESS                   | 12.25.18   | 01/07/2019 | CELL PHONES BY DEPT                                     | 001-301-604-330 | 50.29    |
| RACKLEY OIL INC.                  | 498199     | 01/08/2019 | GAS                                                     | 001-301-525-231 | 42.35    |
| G&C SUPPLY CO., INC               | 6721113    | 01/08/2019 | 37 ALL WAY SIGNS, ANCHOR<br>PLATES, GALV. POSTS         | 001-301-565-272 | 904.85   |
| G&C SUPPLY CO., INC               | 6721114    | 01/08/2019 | 37 18X6 SIGNS, 97 ANCHOR<br>PLATES, 50 POSTS, 25 DEAD E | 001-301-565-272 | 5,256.90 |
| SOUTHERN TELECOMMUNICATIONS       | 01.17.19   | 01/08/2019 | ACCT #2490 DECEMBER 2018                                | 001-301-604-330 | 30.69    |
| SOUTHERN TELECOMMUNICATIONS       | 01.17.19   | 01/08/2019 | ACCT #2490 DECEMBER 2018                                | 001-301-604-330 | 153.43   |
| POWERSTROKE EQUIPMENT SALES & SVC | 3431       | 01/08/2019 | PULL ROPE ASM                                           | 001-301-555-250 | 22.99    |
| CINTAS                            | 215388840  | 01/07/2019 | STREET DEPT 01.01.19                                    | 001-301-501-200 | 47.64    |
| TERRY'S GARAGE & REPAIRS, LLC     | 1374C      | 01/08/2019 | OVERPAID TAX ON<br>INV#1374C/PD WITH<br>CK#87110        | 001-301-630-360 | -26.02   |

Outstanding Total: 11,332.87

Department 301 - STREET DEPARTMENT Total: 11,332.87

## Department: 302 - STREET LIGHTING

| Outstanding                         |            |            |                                      |                 |           |
|-------------------------------------|------------|------------|--------------------------------------|-----------------|-----------|
| STARKVILLE UTILITIES                | INV0028189 | 01/08/2019 | UTILITY BILLS BY DEPT                | 001-302-625-380 | 37.56     |
| STARKVILLE UTILITIES                | INV0028189 | 01/08/2019 | UTILITY BILLS BY DEPT                | 001-302-625-380 | 480.41    |
| 4-COUNTY ELECTRIC POWER ASSOCIATION | INV0028191 | 01/09/2019 | UTILITY BILLS BY DEPT<br>ACCT#212849 | 001-302-625-380 | 10,365.00 |

Outstanding Total: 10,882.97

Department 302 - STREET LIGHTING Total: 10,882.97

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                                             | Payable Number | Post Date  | Description (Item)                                 | Account Number  | Amount            |
|---------------------------------------------------------|----------------|------------|----------------------------------------------------|-----------------|-------------------|
| <b>Department: 360 - ANIMAL CONTROL</b>                 |                |            |                                                    |                 |                   |
| <b>Outstanding</b>                                      |                |            |                                                    |                 |                   |
| CSPIRE WIRELESS                                         | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                                | 001-360-604-330 | 37.41             |
| <b>Outstanding Total:</b>                               |                |            |                                                    |                 | <b>37.41</b>      |
| <b>Department 360 - ANIMAL CONTROL Total:</b>           |                |            |                                                    |                 | <b>37.41</b>      |
| <b>Department: 550 - PARKS AND REC DEPARTMENT</b>       |                |            |                                                    |                 |                   |
| <b>Outstanding</b>                                      |                |            |                                                    |                 |                   |
| ATMOS ENERGY                                            | INV0028171     | 01/07/2019 | 3019958172 PARKS GILLESPIE ST                      | 001-550-600-340 | 25.63             |
| RACKLEY OIL INC.                                        | 496819         | 01/08/2019 | GAS                                                | 001-550-525-231 | 31.43             |
| RACKLEY OIL INC.                                        | 497106         | 01/08/2019 | DIESEL                                             | 001-550-525-231 | 60.19             |
| RACKLEY OIL INC.                                        | 497285         | 01/08/2019 | GAS                                                | 001-550-525-231 | 41.56             |
| RACKLEY OIL INC.                                        | 497307         | 01/08/2019 | GAS                                                | 001-550-525-231 | 9.85              |
| RACKLEY OIL INC.                                        | 497592         | 01/08/2019 | GAS                                                | 001-550-525-231 | 42.51             |
| RACKLEY OIL INC.                                        | 120130         | 01/08/2019 | GAS                                                | 001-550-525-231 | 69.89             |
| CANON FINANCIAL SERVICES, INC                           | 19548714       | 01/07/2019 | XUG02274                                           | 001-550-600-300 | 778.72            |
| RACKLEY OIL INC.                                        | 497627         | 01/08/2019 | GAS                                                | 001-550-525-231 | 29.15             |
| RACKLEY OIL INC.                                        | 497883         | 01/08/2019 | GAS                                                | 001-550-525-231 | 44.79             |
| VERIZON WIRELESS                                        | 9820529940     | 01/08/2019 | PARKS ACCT#442043719-00001                         | 001-550-600-330 | 464.34            |
| RACKLEY OIL INC.                                        | 497966         | 01/08/2019 | GAS                                                | 001-550-525-231 | 41.84             |
| PITNEY BOWES PURCHASE POWER                             | INV0028183     | 01/08/2019 | #8000-9000-0612-4618/POSTAGE PLUS TRANSACTION FEE  | 001-550-600-330 | 414.70            |
| TYLER TECHNOLOGIES                                      | 045-247288     | 01/09/2019 | 5 BIOMETRIC READERS/TIME CLOCKS                    | 001-550-555-250 | 1,000.00          |
| NEWELL PAPER COMPANY                                    | 3055894        | 01/08/2019 | BROWN TOWELS, TISSUE, TOWELS, LINERS               | 001-550-501-208 | 267.97            |
| CINTAS-PARKS                                            | 215387388      | 01/07/2019 | WEEKLY MAT CLEANING 12.26.18                       | 001-550-501-208 | 41.11             |
| ATMOS ENERGY                                            | INV0028169     | 01/07/2019 | 3018222235 PARKS ADMIN BUILDING                    | 001-550-600-340 | 313.14            |
| LOWE'S- PARKS                                           | 910604         | 01/08/2019 | UTILITY SNAP HOOK, ZINC DBL END, PULLEY            | 001-550-630-426 | 44.08             |
| SOUTHERN TELECOMMUNICATIONS                             | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                           | 001-550-600-330 | 122.75            |
| RACKLEY OIL INC.                                        | 498342         | 01/08/2019 | GAS                                                | 001-550-525-231 | 20.91             |
| CINTAS-PARKS                                            | 215389366      | 01/07/2019 | WEEKLY MAT CLEANING 01.02.19                       | 001-550-501-208 | 41.11             |
| HOWELL'S PEST CONTROL                                   | 01.03.19       | 01/08/2019 | SPORTSPLEX 01.03.19                                | 001-550-630-426 | 40.00             |
| KENNEDI AKINS                                           | INV0028165     | 01/06/2019 | CONTRACT LABOR 12/21/18-01/03/19/ASST PROG COORDIN | 001-550-600-320 | 30.00             |
| RONALD JOHNSON JR.                                      | INV0028166     | 01/06/2019 | CONTRACT LABOR 12/21/18-01/03/19/MAINTENANCE       | 001-550-600-320 | 360.00            |
| ROBERT EARLE GANDY JR.                                  | INV0028167     | 01/06/2019 | CONTRACT LABOR 12/21/18-01/03/19/MAINTENANCE       | 001-550-600-320 | 374.00            |
| JOE DAN BAKER                                           | INV0028168     | 01/06/2019 | CONTRACT LABOR 12/21/18-01/03/19/MAINTENANCE       | 001-550-600-320 | 176.00            |
| STARKVILLE UTILITIES                                    | INV0028189     | 01/08/2019 | UTILITY BILLS BY DEPT                              | 001-550-600-340 | 5,841.25          |
| <b>Outstanding Total:</b>                               |                |            |                                                    |                 | <b>10,726.92</b>  |
| <b>Department 550 - PARKS AND REC DEPARTMENT Total:</b> |                |            |                                                    |                 | <b>10,726.92</b>  |
| <b>Department: 600 - CAPITAL PROJECTS</b>               |                |            |                                                    |                 |                   |
| <b>Outstanding</b>                                      |                |            |                                                    |                 |                   |
| GROUNDSTONE CONSTRUCTION                                | 291-11         | 01/08/2019 | FORM & POUR CONCRETE CURB & GUTTER                 | 001-600-912-808 | 4,875.00          |
| <b>Outstanding Total:</b>                               |                |            |                                                    |                 | <b>4,875.00</b>   |
| <b>Department 600 - CAPITAL PROJECTS Total:</b>         |                |            |                                                    |                 | <b>4,875.00</b>   |
| <b>Fund 001 - GENERAL FUND Total:</b>                   |                |            |                                                    |                 | <b>164,779.30</b> |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                            | Payable Number | Post Date  | Description (Item)                            | Account Number  | Amount          |
|----------------------------------------|----------------|------------|-----------------------------------------------|-----------------|-----------------|
| <b>Fund: 015 - AIRPORT FUND</b>        |                |            |                                               |                 |                 |
| <b>Department: 505 - AIRPORT</b>       |                |            |                                               |                 |                 |
| <b>Outstanding</b>                     |                |            |                                               |                 |                 |
| RACKLEY OIL INC.                       | 497452         | 01/08/2019 | AVIATION OIL                                  | 015-505-525-235 | 589.35          |
| RACKLEY OIL INC.                       | 497847         | 01/08/2019 | CHEVRON OIL                                   | 015-505-525-231 | 35.97           |
| CSPIRE WIRELESS                        | 12.25.18       | 01/07/2019 | CELL PHONES BY DEPT                           | 015-505-604-330 | 46.98           |
| SOUTHERN                               | 01.17.19       | 01/08/2019 | ACCT #2490 DECEMBER 2018                      | 015-505-604-330 | 124.26          |
| TELECOMMUNICATIONS                     |                |            |                                               |                 |                 |
| EASTERN AVIATION FUELS                 | R3068290       | 01/08/2019 | JET TRUCK RENT & AVGAS                        | 015-505-600-322 | 800.00          |
|                                        |                |            | TRUCK RENT                                    |                 |                 |
| RSINET                                 | 4422           | 01/08/2019 | RSINET DATA SERVICE OCT-DEC 2018              | 015-505-600-338 | 180.00          |
| RACKLEY OIL INC.                       | 498483         | 01/08/2019 | GAS-GOLF CART                                 | 015-505-525-231 | 17.95           |
| MAGNOLIA BOTTLED WATER CO              | 34540          | 01/08/2019 | 1 5 GALLON BOTTLE OF WATER, 3 SLEEVES OF CUPS | 015-505-691-550 | 27.50           |
| <b>Outstanding Total:</b>              |                |            |                                               |                 | <b>1,822.01</b> |
| <b>Department 505 - AIRPORT Total:</b> |                |            |                                               |                 | <b>1,822.01</b> |
| <b>Fund 015 - AIRPORT FUND Total:</b>  |                |            |                                               |                 | <b>1,822.01</b> |

**Fund: 022 - SANITATION****Department: 322 - SANITATION DEPARTMENT**

|                                    |            |            |                                                   |                 |           |
|------------------------------------|------------|------------|---------------------------------------------------|-----------------|-----------|
| <b>Outstanding</b>                 |            |            |                                                   |                 |           |
| RACKLEY OIL INC.                   | 4953200    | 01/09/2019 | REPAIR FUEL PUMP                                  | 022-322-525-231 | 47.34     |
| CINTAS                             | 215376869  | 01/07/2019 | SHIRTS FOR FOREMEN AND NEW EMPLOYEES              | 022-322-535-233 | 307.64    |
| GATEWAY TIRE & SERVICE CENTER      | I104401920 | 01/08/2019 | TRUCK #94 3 NEW TIRES                             | 022-322-630-360 | 969.03    |
| H&O TRUCKS & TRAILER REPAIR L.L.C. | 59628      | 01/08/2019 | MACK TRUCK #92A WIPER BLADE, DOOR SEAL, SEAL      | 022-322-630-360 | 244.86    |
| H&O TRUCKS & TRAILER REPAIR L.L.C. | 59630      | 01/09/2019 | TRUCK #95 BRAKE SHOES                             | 022-322-630-360 | 842.52    |
| TYLER TECHNOLOGIES                 | 045-247288 | 01/09/2019 | 5 BIOMETRIC READERS/TIME CLOCKS                   | 022-322-918-805 | 1,000.00  |
| RACKLEY OIL INC.                   | 498158     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 79.07     |
| RACKLEY OIL INC.                   | INV0028184 | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 54.08     |
| RACKLEY OIL INC.                   | INV0028185 | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 59.23     |
| RACKLEY OIL INC.                   | 498262     | 01/08/2019 | GAS                                               | 022-322-525-231 | 33.17     |
| CSPIRE WIRELESS                    | 12.25.18   | 01/07/2019 | CELL PHONES BY DEPT                               | 022-322-604-330 | 128.30    |
| STARKVILLE AUTO PARTS              | 119922     | 01/08/2019 | TRUCK #21A RELAY                                  | 022-322-630-360 | 19.79     |
| STARKVILLE AUTO PARTS              | 119923     | 01/08/2019 | 3 RELAYS TRUCK #33                                | 022-322-630-360 | 54.87     |
| SULLIVAN'S OFFICE SUPPLY, INC.     | 41037      | 01/08/2019 | 4 DESKPAD CALENDARS                               | 022-322-501-200 | 19.96     |
| SULLIVAN'S OFFICE SUPPLY, INC.     | 41038      | 01/08/2019 | CORRECTION TAPE DISPENSE                          | 022-322-501-200 | 2.66      |
| RACKLEY OIL INC.                   | 49242      | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 79.37     |
| RACKLEY OIL INC.                   | 498202     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 126.40    |
| RACKLEY OIL INC.                   | 498207     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 97.31     |
| RACKLEY OIL INC.                   | 498208     | 01/08/2019 | GAS                                               | 022-322-525-231 | 39.44     |
| RACKLEY OIL INC.                   | 498217     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 52.97     |
| RACKLEY OIL INC.                   | 498220     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 89.17     |
| RACKLEY OIL INC.                   | 498228     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 138.90    |
| RACKLEY OIL INC.                   | 498237     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 108.94    |
| RACKLEY OIL INC.                   | 498238     | 01/08/2019 | DIESEL                                            | 022-322-525-231 | 155.38    |
| RACKLEY OIL INC.                   | 498263     | 01/08/2019 | GAS                                               | 022-322-525-231 | 13.16     |
| RACKLEY OIL INC.                   | 498266     | 01/08/2019 | GAS                                               | 022-322-525-231 | 16.05     |
| RACKLEY OIL INC.                   | 498268     | 01/08/2019 | GAS                                               | 022-322-525-231 | 46.05     |
| WASTEZERO, INC.                    | 34350      | 01/08/2019 | 441 BLACK FLAT TOP GARBAGE BAGS                   | 022-322-551-239 | 19,245.24 |
| GATEWAY TIRE & SERVICE CENTER      | I104435500 | 01/09/2019 | TRUCK #33 ONE NEW TIRE, MOUNT, FIX FLAT, SVC CALL | 022-322-630-360 | 451.81    |
| SOUTHERN                           | 01.17.19   | 01/08/2019 | ACCT #2490 DECEMBER 2018                          | 022-322-604-330 | 30.69     |
| TELECOMMUNICATIONS                 |            |            |                                                   |                 |           |

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                         | Payable Number | Post Date  | Description (Item)                 | Account Number  | Amount           |
|-------------------------------------|----------------|------------|------------------------------------|-----------------|------------------|
| STARKVILLE AUTO PARTS               | 119969         | 01/09/2019 | BREAKERS AND FUSES                 | 022-322-555-250 | 20.97            |
| STARKVILLE AUTO PARTS               | 119982         | 01/09/2019 | WIPER BLADES FOR #99               | 022-322-630-360 | 51.97            |
| STARKVILLE FORD-LINCOLN MERCURY, IN | 92015          | 01/09/2019 | FIX FLAT ON, KEY FOR TRUCK #87     | 022-322-630-360 | 192.80           |
| OKTIBBEHA COUNTY COOPERATIVE        | 480649         | 01/09/2019 | 3 PAIR BOOTS                       | 022-322-535-233 | 44.97            |
| OKTIBBEHA COUNTY COOPERATIVE        | 480900         | 01/09/2019 | 2 CARHART COATS                    | 022-322-535-233 | 184.64           |
| CINTAS                              | 215388842      | 01/07/2019 | SANITATION 01.01.19                | 022-322-535-233 | 100.83           |
| PAUL'S WELDING                      | 0182           | 01/09/2019 | STREET SWEEPER-REPAIR WORN PARTS   | 022-322-630-360 | 105.00           |
| WASTE MANAGEMENT                    | 0724255-2132-4 | 01/09/2019 | RECYCLING FOR DEC. 2018/3 ROLLOFFS | 022-322-600-431 | 1,227.18         |
| STARKVILLE AUTO PARTS               | 120002         | 01/09/2019 | BATTERY FOR TRUCK #99              | 022-322-630-360 | 167.97           |
| TERRY'S GARAGE & REPAIRS, LLC       | 1530           | 01/09/2019 | TRUCK #33 REPAIR LEAKS             | 022-322-630-360 | 545.17           |
| GATEWAY TIRE & SERVICE CENTER       | I104440374     | 01/09/2019 | TRUCK #42- 2 NEW TIRES             | 022-322-630-360 | 544.98           |
| GTR SOLID WASTE MGMT. AUTH          | 12.31.18       | 01/08/2019 | DECEMBER 2018 SOLID WASTE TICKETS  | 022-322-600-379 | 34,842.15        |
| BULLDOG TOWING & RECOVERY           | 38929          | 01/09/2019 | TOW #95 TO H&O IN WEST POINT       | 022-322-630-360 | 350.00           |
| STARKVILLE DAILY NEWS               | INV0028187     | 01/08/2019 | ACCT #000132 ADVERTISING           | 022-322-604-330 | 507.00           |
| FASTENAL COMPANY                    | MSSTA82977     | 01/09/2019 | 3 REFLECTIVE JACKETS               | 022-322-535-233 | 57.97            |
| STARKVILLE UTILITIES                | INV0028189     | 01/08/2019 | UTILITY BILLS BY DEPT              | 022-322-625-380 | 1,203.78         |
| Outstanding Total:                  |                |            |                                    |                 | <b>64,700.78</b> |

Department 322 - SANITATION DEPARTMENT Total: **64,700.78**

## Department: 325 - RUBBISH

## Outstanding

|                               |           |            |                                      |                 |          |
|-------------------------------|-----------|------------|--------------------------------------|-----------------|----------|
| CINTAS                        | 215376869 | 01/07/2019 | SHIRTS FOR FOREMEN AND NEW EMPLOYEES | 022-325-535-233 | 307.73   |
| TERRY'S GARAGE & REPAIRS, LLC | 1507      | 01/08/2019 | LIMBLOADER REPAIR                    | 022-325-630-360 | 2,837.43 |

Outstanding Total: **3,145.16**Department 325 - RUBBISH Total: **3,145.16**

## Department: 341 - LANDSCAPING

## Outstanding

|                               |            |            |                                                    |                 |          |
|-------------------------------|------------|------------|----------------------------------------------------|-----------------|----------|
| CINTAS                        | 215376869  | 01/07/2019 | SHIRTS FOR FOREMEN AND NEW EMPLOYEES               | 022-341-535-233 | 307.64   |
| GATEWAY TIRE & SERVICE CENTER | I104433750 | 01/08/2019 | TRUCK #85 FIX FLAT                                 | 022-341-630-360 | 32.50    |
| SGK LANDSCAPES, LLC           | ST22728    | 01/08/2019 | MONTHLY MEDIAN MAINTENANCE HWY 12                  | 022-341-600-338 | 1,654.20 |
| SGK LANDSCAPES, LLC           | ST22729    | 01/08/2019 | MONTHLY MEDIAN MAINTENANCE                         | 022-341-600-338 | 708.77   |
| REGIONS FINANCIAL CORPORATION | 01.29.19   | 01/06/2019 | LOAN#001-0007521-006/2 FORD F250 TRUCKS-SANITATION | 022-341-820-874 | 1,162.06 |
| REGIONS FINANCIAL CORPORATION | 01.29.19   | 01/06/2019 | LOAN#001-0007521-006/2 FORD F250 TRUCKS-SANITATION | 022-341-830-873 | 52.24    |

Outstanding Total: **3,917.41**Department 341 - LANDSCAPING Total: **3,917.41**Fund 022 - SANITATION Total: **71,763.35**

## Expense Approval Report

Post Dates: 01/04/2019 - 01/09/2019

| Vendor Name                                            | Payable Number | Post Date  | Description (Item)                            | Account Number  | Amount            |
|--------------------------------------------------------|----------------|------------|-----------------------------------------------|-----------------|-------------------|
| <b>Fund: 023 - LANDFILL ACCOUNT</b>                    |                |            |                                               |                 |                   |
| <b>Department: 323 - LANDFILL</b>                      |                |            |                                               |                 |                   |
| <b>Outstanding</b>                                     |                |            |                                               |                 |                   |
| ROCK HILL WATER ASSOCIATION                            | INV0028186     | 01/08/2019 | WATER BILL                                    | 023-323-625-380 | 57.00             |
| <b>Outstanding Total:</b>                              |                |            |                                               |                 | <b>57.00</b>      |
| <b>Department 323 - LANDFILL Total:</b>                |                |            |                                               |                 | <b>57.00</b>      |
| <b>Fund 023 - LANDFILL ACCOUNT Total:</b>              |                |            |                                               |                 | <b>57.00</b>      |
| <b>Fund: 303 - INDUSTRIAL PARK BOND</b>                |                |            |                                               |                 |                   |
| <b>Department: 600 - CAPITAL PROJECTS</b>              |                |            |                                               |                 |                   |
| <b>Outstanding</b>                                     |                |            |                                               |                 |                   |
| OKTIBBEHA COUNTY                                       | 13025          | 01/08/2019 | BUSH HOG SERVICE                              | 303-600-600-309 | 100.00            |
| <b>Outstanding Total:</b>                              |                |            |                                               |                 | <b>100.00</b>     |
| <b>Department 600 - CAPITAL PROJECTS Total:</b>        |                |            |                                               |                 | <b>100.00</b>     |
| <b>Fund 303 - INDUSTRIAL PARK BOND Total:</b>          |                |            |                                               |                 | <b>100.00</b>     |
| <b>Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018</b>       |                |            |                                               |                 |                   |
| <b>Department: 600 - CAPITAL PROJECTS</b>              |                |            |                                               |                 |                   |
| <b>Outstanding</b>                                     |                |            |                                               |                 |                   |
| NEEL-SCHAFER                                           | 1055721        | 01/08/2019 | LYNN LANE WIDENING PROJECT 17026              | 319-600-912-861 | 1,383.26          |
| GREGORY CONSTRUCTION                                   | PAY REQ #1     | 01/08/2019 | LYNN LANE OVERLAY & INTERSECTION IMPROVEMENTS | 319-600-912-861 | 61,803.20         |
| <b>Outstanding Total:</b>                              |                |            |                                               |                 | <b>63,186.46</b>  |
| <b>Department 600 - CAPITAL PROJECTS Total:</b>        |                |            |                                               |                 | <b>63,186.46</b>  |
| <b>Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:</b> |                |            |                                               |                 | <b>63,186.46</b>  |
| <b>Fund: 375 - PARK AND REC TOURISM</b>                |                |            |                                               |                 |                   |
| <b>Department: 551 - PARK &amp; REC TOURISM</b>        |                |            |                                               |                 |                   |
| <b>Outstanding</b>                                     |                |            |                                               |                 |                   |
| DALHOFF THOMAS DESIGN STUDIO                           | 8998           | 01/08/2019 | MASTER PLAN BOOKLET                           | 375-551-907-942 | 550.00            |
| <b>Outstanding Total:</b>                              |                |            |                                               |                 | <b>550.00</b>     |
| <b>Department 551 - PARK &amp; REC TOURISM Total:</b>  |                |            |                                               |                 | <b>550.00</b>     |
| <b>Fund 375 - PARK AND REC TOURISM Total:</b>          |                |            |                                               |                 | <b>550.00</b>     |
| <b>Grand Total:</b>                                    |                |            |                                               |                 | <b>302,258.12</b> |

## Report Summary

## Fund Summary

| Fund                                | Expense Amount    | Payment Amount  |
|-------------------------------------|-------------------|-----------------|
| 001 - GENERAL FUND                  | 164,779.30        | 2,938.73        |
| 015 - AIRPORT FUND                  | 1,822.01          | 0.00            |
| 022 - SANITATION                    | 71,763.35         | 0.00            |
| 023 - LANDFILL ACCOUNT              | 57.00             | 0.00            |
| 303 - INDUSTRIAL PARK BOND          | 100.00            | 0.00            |
| 319 - PUBLIC IMPROVEMENT BONDS 2018 | 63,186.46         | 0.00            |
| 375 - PARK AND REC TOURISM          | 550.00            | 0.00            |
| <b>Grand Total:</b>                 | <b>302,258.12</b> | <b>2,938.73</b> |

## Account Summary

| Account Number  | Account Name          | Expense Amount | Payment Amount |
|-----------------|-----------------------|----------------|----------------|
| 001-000-053-206 | DUE FROM WATER & SE   | 1,951.37       | 0.00           |
| 001-000-054-205 | DUE FROM STARKVILLE   | 1,310.02       | 0.00           |
| 001-100-604-330 | COMMUNICATIONS        | 244.77         | 0.00           |
| 001-110-330-166 | TRAUMA TRAFFIC        | 950.00         | 0.00           |
| 001-110-330-376 | COURT CONSTITUENTS    | 132.50         | 0.00           |
| 001-110-330-377 | MOTOR VEHICLE LIABILI | 2,330.00       | 0.00           |
| 001-110-330-378 | APPEARANCE BOND FEE   | 590.25         | 0.00           |
| 001-110-330-382 | TRAFFIC VIOLATION     | 17,657.75      | 0.00           |
| 001-110-330-385 | IMPLIED CONSENT       | 2,917.00       | 0.00           |
| 001-110-330-386 | WIRELESS COMM FEE     | 2,684.75       | 0.00           |
| 001-110-330-387 | OTHER MISDEMEANORS    | 7,514.80       | 0.00           |
| 001-110-330-389 | ADULT DRIVER'S TRAINI | 20.00          | 0.00           |
| 001-110-330-393 | VICTIMS BOND FEE      | 322.50         | 0.00           |
| 001-110-330-395 | DRUG VIOLATION        | 50.00          | 0.00           |
| 001-110-330-396 | NON-ADJUDICATION (IN  | 1,500.00       | 0.00           |
| 001-110-330-397 | DUI OFFENSE (INLC14)  | 112.00         | 0.00           |
| 001-110-330-398 | UNINSURED MOTORIST    | 2,413.00       | 0.00           |
| 001-110-501-200 | SUPPLIES              | 170.00         | 0.00           |
| 001-110-604-330 | COMMUNICATIONS        | 65.53          | 0.00           |
| 001-111-604-330 | COMMUNICATIONS        | 106.30         | 0.00           |
| 001-120-503-202 | COMMITTEE SUPPORT     | 10.70          | 0.00           |
| 001-120-600-300 | PROFESSIONAL SERVICE  | 5,383.26       | 0.00           |
| 001-120-604-330 | COMMUNICATIONS        | 275.60         | 0.00           |
| 001-123-604-330 | COMMUNICATIONS        | 284.19         | 0.00           |
| 001-123-691-550 | MISCELLANEOUS         | 10.00          | 0.00           |
| 001-123-918-805 | MACHINERY AND EQUIP   | 478.39         | 0.00           |
| 001-145-481-140 | EMPLOYEE EDUCATION    | 27.02          | 0.00           |
| 001-145-501-200 | SUPPLIES              | 28.96          | 0.00           |
| 001-145-604-330 | POSTAGE/COPIER/PHON   | 105.79         | 0.00           |
| 001-159-620-371 | BONDING-CITY EMPLOY   | 175.00         | 0.00           |
| 001-169-600-309 | LEGAL EXPENSES        | 200.00         | 0.00           |
| 001-169-615-342 | LEGAL ADVERTISING & N | 65.62          | 0.00           |
| 001-180-604-330 | COPIER/POSTAGE/PHON   | 78.41          | 0.00           |
| 001-180-610-340 | ADVERTISING           | 793.66         | 0.00           |
| 001-180-691-505 | TIME CLOCK SYSTEM     | 16,245.00      | 0.00           |
| 001-190-501-200 | SUPPLIES              | 295.00         | 0.00           |
| 001-190-600-300 | PROF. SVCS/ COMP PLA  | 480.00         | 0.00           |
| 001-190-604-330 | COPIERS/PHONES/IPADS  | 1,564.33       | 0.00           |
| 001-190-607-605 | HISTORIC PRES GRANT   | 9,750.00       | 0.00           |
| 001-192-510-220 | SUPPLIES              | 11.22          | 0.00           |
| 001-192-600-338 | CONTRACT SERVICES     | 90.00          | 0.00           |
| 001-192-625-380 | UTILITIES             | 1,992.14       | 0.00           |
| 001-192-630-403 | REPAIRS TO BUILDING   | 65.00          | 0.00           |
| 001-195-690-454 | ORD 91-1 CONTRIBUTIO  | 2,000.00       | 0.00           |
| 001-195-691-550 | KEEP STARKVILLE BEAUT | 125.00         | 0.00           |
| 001-195-951-953 | TRANSFER AIRPORT COS  | 7,982.00       | 0.00           |

## Account Summary

| Account Number  | Account Name          | Expense Amount | Payment Amount |
|-----------------|-----------------------|----------------|----------------|
| 001-195-951-966 | TRANSFER TO CHAMBER   | 6,250.00       | 0.00           |
| 001-197-501-200 | SUPPLIES              | 24.56          | 0.00           |
| 001-197-604-330 | COMMUNICATIONS        | 118.61         | 0.00           |
| 001-197-820-874 | PRINCIPAL             | 413.98         | 0.00           |
| 001-197-830-873 | INTEREST              | 22.97          | 0.00           |
| 001-201-501-200 | OFFICE SUPPLIES       | 1,632.59       | 0.00           |
| 001-201-525-231 | GAS & OIL             | 838.39         | 0.00           |
| 001-201-535-233 | UNIFORMS              | 1,042.06       | 0.00           |
| 001-201-555-208 | JANITORIAL SUPPLIES   | 105.90         | 0.00           |
| 001-201-556-251 | POLICE SUPPLIES       | 1,898.00       | 0.00           |
| 001-201-600-300 | PROFESSIONAL SERVICE  | 100.00         | 0.00           |
| 001-201-600-319 | PHYSICAL EXAMINATION  | 150.00         | 0.00           |
| 001-201-604-330 | PHONES/FAX/COPIERS/   | 2,038.23       | 0.00           |
| 001-201-625-380 | UTILITIES             | 3,206.09       | 0.00           |
| 001-201-635-369 | COPIER RENTAL         | 141.13         | 0.00           |
| 001-201-690-555 | DUES                  | 100.00         | 0.00           |
| 001-201-691-550 | MISCELLANEOUS         | 15.88          | 16.00          |
| 001-201-918-805 | MACHINERY AND EQUIP   | 1,680.00       | 0.00           |
| 001-261-525-231 | GAS & OIL             | 738.13         | 0.00           |
| 001-261-535-233 | UNIFORMS              | 591.03         | 0.00           |
| 001-261-555-250 | SUPPLIES & SMALL TOO  | 260.74         | 0.00           |
| 001-261-558-269 | BUILDING MAINTENANC   | 167.92         | 0.00           |
| 001-261-600-319 | PHYSICAL EXAMINATION  | 170.00         | 0.00           |
| 001-261-600-390 | FIRE TRAINING         | 168.78         | 0.00           |
| 001-261-604-330 | PHONES/CABLE/INTERN   | 4,526.84       | 0.00           |
| 001-261-625-380 | UTILITIES             | 2,536.17       | 0.00           |
| 001-261-730-545 | HOMELAND SECURITY G   | 2,679.23       | 0.00           |
| 001-261-918-805 | MACHINERY AND EQUIP   | 2,922.73       | 2,922.73       |
| 001-281-604-330 | COPIER/PHONES/IPADS/  | 250.45         | 0.00           |
| 001-281-690-450 | GPS EXPENSES          | -30.23         | 0.00           |
| 001-281-820-874 | PRINCIPAL (VEHICLES)  | 413.99         | 0.00           |
| 001-281-830-873 | INTEREST (VEHICLES)   | 22.96          | 0.00           |
| 001-290-625-380 | UTILITIES / CODE RED  | 168.17         | 0.00           |
| 001-301-501-200 | SUPPLIES              | 47.64          | 0.00           |
| 001-301-525-231 | GAS & OIL             | 396.60         | 0.00           |
| 001-301-535-233 | UNIFORMS              | 1,468.32       | 0.00           |
| 001-301-555-250 | SUPPLIES & SMALL TOO  | 540.73         | 0.00           |
| 001-301-560-270 | CONSTRUCTION MATERI   | 503.49         | 0.00           |
| 001-301-565-272 | STREETS SIGNS & PAINT | 6,921.75       | 0.00           |
| 001-301-604-330 | COMMUNICATIONS        | 234.41         | 0.00           |
| 001-301-630-360 | SHOP REPAIRS & MAINT  | 129.97         | 0.00           |
| 001-301-630-400 | EQUIPMENT REPAIR &    | 89.96          | 0.00           |
| 001-301-918-805 | MACHINERY AND EQUIP   | 1,000.00       | 0.00           |
| 001-302-625-380 | UTILITIES             | 10,882.97      | 0.00           |
| 001-360-604-330 | COMMUNICATIONS        | 37.41          | 0.00           |
| 001-550-501-208 | JANITORIAL FEES       | 350.19         | 0.00           |
| 001-550-525-231 | GAS & OIL             | 392.12         | 0.00           |
| 001-550-555-250 | SMALL EQUIPMENT       | 1,000.00       | 0.00           |
| 001-550-600-300 | PROFESSIONAL SERVICE  | 778.72         | 0.00           |
| 001-550-600-320 | CONTRACT LABOR, UMP   | 940.00         | 0.00           |
| 001-550-600-330 | COMMUNICATIONS / PH   | 1,001.79       | 0.00           |
| 001-550-600-340 | UTILITIES             | 6,180.02       | 0.00           |
| 001-550-630-426 | BUILDING MAINT/REPAI  | 84.08          | 0.00           |
| 001-600-912-808 | STREET IMPROVEMENTS   | 4,875.00       | 0.00           |
| 015-505-525-231 | GAS & OIL             | 53.92          | 0.00           |
| 015-505-525-235 | AIRCRAFT OIL PURCHAS  | 589.35         | 0.00           |
| 015-505-600-322 | LEASE/RENT-FUEL TRUC  | 800.00         | 0.00           |
| 015-505-600-338 | CONTRACT & LEGAL SER  | 180.00         | 0.00           |

**Account Summary**

| Account Number      | Account Name          | Expense Amount    | Payment Amount  |
|---------------------|-----------------------|-------------------|-----------------|
| 015-505-604-330     | CELL PHONE/POSTAGE    | 171.24            | 0.00            |
| 015-505-691-550     | MISCELLANEOUS         | 27.50             | 0.00            |
| 022-322-501-200     | OFFICE SUPPLIES       | 22.62             | 0.00            |
| 022-322-525-231     | GAS & OIL             | 1,236.03          | 0.00            |
| 022-322-535-233     | UNIFORMS              | 696.05            | 0.00            |
| 022-322-551-239     | GARBAGE BAGS          | 19,245.24         | 0.00            |
| 022-322-555-250     | SUPPLIES & SMALL TOO  | 20.97             | 0.00            |
| 022-322-600-379     | LANDFILL FEES         | 34,842.15         | 0.00            |
| 022-322-600-431     | CONTRACT RECYCLING C  | 1,227.18          | 0.00            |
| 022-322-604-330     | COMMUNICATIONS        | 665.99            | 0.00            |
| 022-322-625-380     | UTILITIES             | 1,203.78          | 0.00            |
| 022-322-630-360     | SHOP REPAIRS & MAINT  | 4,540.77          | 0.00            |
| 022-322-918-805     | MACHINERY/EQUIP/DU    | 1,000.00          | 0.00            |
| 022-325-535-233     | UNIFORMS              | 307.73            | 0.00            |
| 022-325-630-360     | SHOP REPAIRS & MAINT  | 2,837.43          | 0.00            |
| 022-341-535-233     | UNIFORMS              | 307.64            | 0.00            |
| 022-341-600-338     | HWY 12 MAINT/RUSSEL   | 2,362.97          | 0.00            |
| 022-341-630-360     | SHOP REPAIRS & MAINT  | 32.50             | 0.00            |
| 022-341-820-874     | PRINCIPAL-SWEEPER/F2  | 1,162.06          | 0.00            |
| 022-341-830-873     | INTEREST              | 52.24             | 0.00            |
| 023-323-625-380     | UTILITIES             | 57.00             | 0.00            |
| 303-600-600-309     | LEGAL AND PROF SVCS E | 100.00            | 0.00            |
| 319-600-912-861     | ROADWAY IMPROVEME     | 63,186.46         | 0.00            |
| 375-551-907-942     | PARK IMP/CAPITAL PROJ | 550.00            | 0.00            |
| <b>Grand Total:</b> |                       | <b>302,258.12</b> | <b>2,938.73</b> |

**Project Account Summary**

| Project Account Key | Expense Amount    | Payment Amount  |
|---------------------|-------------------|-----------------|
| **None**            | 239,071.66        | 2,938.73        |
| 17026               | 63,186.46         | 0.00            |
| <b>Grand Total:</b> | <b>302,258.12</b> | <b>2,938.73</b> |



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: 01/16/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 1  
RUN DATE 01/08/19 04:29 PM

| INVOICE         | DATE     | PO NBR DESCRIPTION            | TEMPL<br>INV | AP<br>DATE    | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|-----------------|----------|-------------------------------|--------------|---------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR:         | 14       | ADS SECURITY                  |              |               |                   |               |            |                |                   |                   |
| 14174733        | 01/03/19 | 0 Security monitoring         |              | 01/16/19      | 59.85             | .00           | CHK        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 59.85             |               |            |                |                   |                   |
| VENDOR:         | 57       | ALLIED UNIVERSAL CORPORATION  |              |               |                   |               |            |                |                   |                   |
| L1526809        | 01/04/19 | 2658 Chlorine for Plants      |              | 01/16/19      | 2847.40           | .00           | ACH        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 2847.40           |               |            |                |                   |                   |
| VENDOR:         | 76       | APAC MISSISSIPPI, INC.        |              |               |                   |               |            |                |                   |                   |
| 316349          | 01/04/19 | 2639 Asphalt                  |              | 01/16/19      | 298.41            | .00           | ACH        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 298.41            |               |            |                |                   |                   |
| VENDOR:         | 122      | ARMCHEM INTERNATIONAL CORP    |              |               |                   |               |            |                |                   |                   |
| 1612253         | 01/04/19 | 2538 Material                 |              | 01/16/19      | 283.16            | .00           | ACH        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 283.16            |               |            |                |                   |                   |
| VENDOR:         | 189      | BANCORPSOUTH                  |              |               |                   |               |            |                |                   |                   |
| 1/01/19         | 01/03/19 | 0 2.6M GO Bond Payment        |              | 01/16/19      | 16904.52          | .00           | CHK        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 16904.52          |               |            |                |                   |                   |
| VENDOR:         | 202      | BELL BUILDING SUPPLY          |              |               |                   |               |            |                |                   |                   |
| 244655          | 01/04/19 | 2728 Gate Valve               |              | 01/16/19      | 47.69             | .00           | ACH        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 47.69             |               |            |                |                   |                   |
| VENDOR:         | 227      | BULLDOG TOWING, LLC           |              |               |                   |               |            |                |                   |                   |
| 38823           | 01/03/19 | 0 Towing                      |              | 01/16/19      | 60.00             | .00           | CHK        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 60.00             |               |            |                |                   |                   |
| VENDOR:         | 307      | CITY OF STARKVILLE            |              |               |                   |               |            |                |                   |                   |
| DEC 2018-EXP    | 01/03/19 | 0 Due to City - Dec 2018      |              | 01/16/19      | 1232.34           | .00           | CHK        |                |                   |                   |
| DEC 2018-SALARY | 01/03/19 | 0 Reimb 60% of L Brown Salary |              | 01/16/19      | 2247.43           | .00           | CHK        |                |                   |                   |
|                 |          |                               |              | VENDOR TOTAL: | 3479.77           |               |            |                |                   |                   |

STARKVILLE WATER DEPT  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 2  
RUN DATE 01/08/19 04:29 PM

| INVOICE                                 | DATE     | PO NBR | DESCRIPTION       | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |  |
|-----------------------------------------|----------|--------|-------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|--|
| VENDOR: 604 FASTENAL                    |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 82519                                   | 01/04/19 | 2708   | Tools             |              | 01/16/19   | 2158.22           | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 2158.22           |               |            |                |                   |               |     |  |
| VENDOR: 606 4-COUNTY EPA                |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 12/01-12/31/18                          | 01/08/19 | 0      | Utilities expense |              | 01/16/19   | 10820.99          | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 10820.99          |               |            |                |                   |               |     |  |
| VENDOR: 626 GROUNDSTONE CONSTRUCTION    |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 291-12                                  | 01/04/19 | 2711   | Concrete          |              | 01/16/19   | 4913.59           | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 4913.59           |               |            |                |                   |               |     |  |
| VENDOR: 702 HACH                        |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 11269196                                | 01/04/19 | 2692   | Material          |              | 01/16/19   | 502.42            | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 502.42            |               |            |                |                   |               |     |  |
| VENDOR: 736 GUARDIAN LOCK & KEY         |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 5134                                    | 01/04/19 | 2713   | Spare Keys        |              | 01/16/19   | 60.00             | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 60.00             |               |            |                |                   |               |     |  |
| VENDOR: 1035 KANSAS CITY SOUTHERN       |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 1600079123                              | 01/03/19 | 0      | Annual billing    |              | 01/16/19   | 75.00             | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 75.00             |               |            |                |                   |               |     |  |
| VENDOR: 1320 MS RURAL WATER ASSOCIATION |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 1/08/19                                 | 01/08/19 | 0      | Training class    |              | 01/16/19   | 580.00            | .00           | CHK        |                |                   |               |     |  |
| 1575                                    | 01/03/19 | 0      | Training class    |              | 01/16/19   | 500.00            | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 1080.00           |               |            |                |                   |               |     |  |
| VENDOR: 1341 MS DEVELOPMENT AUTHORITY   |          |        |                   |              |            |                   |               |            |                |                   |               |     |  |
| 1/01/19                                 | 01/03/19 | 0      | CAP Loan Payments |              | 01/16/19   | 22011.45          | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                           |          |        |                   |              |            | 22011.45          |               |            |                |                   |               |     |  |

STARKVILLE WATER DEPT  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 3  
RUN DATE 01/08/19 04:29 PM

| INVOICE                               | DATE     | PO NBR | DESCRIPTION             | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |  |
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| VENDOR: 1525 OKTIBBEHA COUNTY COOP    |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 476574                                | 01/04/19 | 2701   | Uniforms                |              | 01/16/19   | 713.06            |               | .00        | ACH            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 713.06            |               |            |                |                   |               |     |  |
| VENDOR: 1800 RACKLEY OIL, INC.        |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 000498180                             | 01/04/19 | 2703   | Fuel                    |              | 01/16/19   | 51.09             |               | .00        | ACH            |                   |               |     |  |
| 498211,498223                         | 01/04/19 | 2727   | Fuel                    |              | 01/16/19   | 107.01            |               | .00        | ACH            |                   |               |     |  |
| 498257                                | 01/04/19 | 2727   | Fuel                    |              | 01/16/19   | 58.14             |               | .00        | ACH            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 216.24            |               |            |                |                   |               |     |  |
| VENDOR: 1884 STARKVILLE GARBAGE       |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 12/26/18                              | 01/03/19 | 0      | Garbage disposal-600137 |              | 01/16/19   | 94.50             |               | .00        | CHK            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 94.50             |               |            |                |                   |               |     |  |
| VENDOR: 1923 SHURDEN CONSTRUCTION     |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 1792                                  | 01/03/19 | 0      | Water line repairs      |              | 01/16/19   | 505.00            |               | .00        | CHK            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 505.00            |               |            |                |                   |               |     |  |
| VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 40972                                 | 01/04/19 | 2702   | Office Supplies         |              | 01/16/19   | 194.99            |               | .00        | ACH            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 194.99            |               |            |                |                   |               |     |  |
| VENDOR: 2104 UPS                      |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 24W1X6518                             | 01/03/19 | 0      | Postage                 |              | 01/16/19   | 59.50             |               | .00        | CHK            |                   |               |     |  |
| 24W1X6528                             | 01/04/19 | 0      | Postage                 |              | 01/16/19   | 36.50             |               | .00        | CHK            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 96.00             |               |            |                |                   |               |     |  |
| VENDOR: 2202 WAYPOINT ANALYTICAL      |          |        |                         |              |            |                   |               |            |                |                   |               |     |  |
| 1043432                               | 01/04/19 | 2644   | December Analysis       |              | 01/16/19   | 234.00            |               | .00        | ACH            |                   |               |     |  |
| VENDOR TOTAL:                         |          |        |                         |              |            | 234.00            |               |            |                |                   |               |     |  |
| GRAND TOTAL:                          |          |        |                         |              |            | 67656.26          |               |            |                |                   |               |     |  |

STARKVILLE UTILITIES  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 1  
RUN DATE 01/08/19 04:30 PM

| INVOICE                            | DATE     | PO NBR DESCRIPTION       | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|------------------------------------|----------|--------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 110 ARKANSAS ELECTRIC      |          |                          |              |            |                   |               |            |                |                   |                   |
| 03918376                           | 01/04/19 | 8427 Stock Material      |              | 01/16/19   | 4440.76           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 4440.76           |               |            |                |                   |                   |
| VENDOR: 124 ATMOS ENERGY           |          |                          |              |            |                   |               |            |                |                   |                   |
| 3012612404-1/03                    | 01/08/19 | 0 Utility Billing        |              | 01/16/19   | 1778.34           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 1778.34           |               |            |                |                   |                   |
| VENDOR: 125 AT & T                 |          |                          |              |            |                   |               |            |                |                   |                   |
| 3600 - 12/22/18                    | 01/03/19 | 0 Phone bill             |              | 01/16/19   | 165.30            | .00           | CHK        |                |                   |                   |
| 5039 - 12/22/18                    | 01/03/19 | 0 Phone bill             |              | 01/16/19   | 676.29            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 841.59            |               |            |                |                   |                   |
| VENDOR: 131 ALTEC INDUSTRIES, INC. |          |                          |              |            |                   |               |            |                |                   |                   |
| 11080658                           | 01/04/19 | 8349 Gear for Todd Giles |              | 01/16/19   | 376.04            | .00           | ACH        |                |                   |                   |
| 11081237                           | 01/04/19 | 8425 Truck Tools         |              | 01/16/19   | 112.35            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 488.39            |               |            |                |                   |                   |
| VENDOR: 139 ACC BUSINESS           |          |                          |              |            |                   |               |            |                |                   |                   |
| 183444881-12/27                    | 01/03/19 | 0 Internet services      |              | 01/16/19   | 1364.68           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 1364.68           |               |            |                |                   |                   |
| VENDOR: 190 BALDWIN LIGHTING, INC. |          |                          |              |            |                   |               |            |                |                   |                   |
| 18283,18284                        | 01/04/19 | 8439 Wood Poles          |              | 01/16/19   | 14364.00          | .00           | ACH        |                |                   |                   |
| 7511,7522                          | 01/04/19 | 8417 Concrete Poles      |              | 01/16/19   | 23100.00          | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 37464.00          |               |            |                |                   |                   |
| VENDOR: 232 BRADLEY BAGWELL        |          |                          |              |            |                   |               |            |                |                   |                   |
| DEC 2018                           | 01/08/19 | 0 Meter reading          |              | 01/16/19   | 19065.08          | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 19065.08          |               |            |                |                   |                   |
| VENDOR: 283 CHANCELLOR SUPPLY INC. |          |                          |              |            |                   |               |            |                |                   |                   |
| 050008809-01                       | 01/08/19 | 8393 Materials           |              | 01/16/19   | 2581.67           | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                      |          |                          |              |            | 2581.67           |               |            |                |                   |                   |

STARKVILLE UTILITIES  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 2  
RUN DATE 01/08/19 04:30 PM

| INVOICE                                  | DATE     | PO NBR | DESCRIPTION                | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |
|------------------------------------------|----------|--------|----------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| DEC 2018-ADMIN                           | 01/03/19 |        | 0 Administrative Fees      |              | 01/16/19   | 9466.64           | .00           | CHK        |                |                   |               |     |
| JAN 2019                                 | 01/03/19 |        | 0 Tax Equivalency          |              | 01/16/19   | 113750.00         | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 123216.64         |               |            |                |                   |               |     |
| VENDOR: 307 CITY OF STARKVILLE           |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| DEC 2018-EXP                             | 01/07/19 |        | 0 Due to City - Dec 2018   |              | 01/16/19   | 635.90            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 635.90            |               |            |                |                   |               |     |
| VENDOR: 318 CLAYTON VILLAGE MINI STG     |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| 12/22/18                                 | 01/03/19 |        | 0 Storage unit rental      |              | 01/16/19   | 330.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 330.00            |               |            |                |                   |               |     |
| VENDOR: 552 EXPRESS SERVICES, INC        |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| 21694273                                 | 01/03/19 |        | 0 Temp Office Employees    |              | 01/16/19   | 445.50            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 445.50            |               |            |                |                   |               |     |
| VENDOR: 696 GARNER LUMLEY ELECTRIC       |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| 553578                                   | 01/04/19 | 8355   | Tools                      |              | 01/16/19   | 4480.00           | .00           | ACH        |                |                   |               |     |
| 555180,555244                            | 01/04/19 | 8441   | Parts                      |              | 01/16/19   | 3045.00           | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 7525.00           |               |            |                |                   |               |     |
| VENDOR: 730 GRESCO UTILITY SUPPLY, INC.  |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| 60004280-04                              | 01/04/19 | 8281   | Stock Material             |              | 01/16/19   | 266.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 266.00            |               |            |                |                   |               |     |
| VENDOR: 907 INDOFF, INC.                 |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| 3193138                                  | 01/04/19 | 8424   | Office Supplies            |              | 01/16/19   | 99.00             | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 99.00             |               |            |                |                   |               |     |
| VENDOR: 1011 JACOB FORRESTER             |          |        |                            |              |            |                   |               |            |                |                   |               |     |
| 1/03/19                                  | 01/03/19 |        | 0 Engineering Society Dues |              | 01/16/19   | 120.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                            |          |        |                            |              |            | 120.00            |               |            |                |                   |               |     |

STARKVILLE UTILITIES  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 3  
RUN DATE 01/08/19 04:30 PM

| INVOICE        | DATE     | PO NBR DESCRIPTION           | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |
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| VENDOR:        | 1239     | LOLLEY REAL ESTATE           |              |            |                   |               |            |                |                   |               |     |
| JAN 2019       | 01/03/19 | 0 Storage Rental             |              | 01/16/19   | 900.00            | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 900.00            |               |            |                |                   |               |     |
| VENDOR:        | 1291     | MAGNOLIA BUSINESS SYSTEMS    |              |            |                   |               |            |                |                   |               |     |
| 35389          | 01/04/19 | 0 Copier services            |              | 01/16/19   | 38.96             | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 38.96             |               |            |                |                   |               |     |
| VENDOR:        | 1319     | MONT'S PAPER & PACKAGING     |              |            |                   |               |            |                |                   |               |     |
| 339261         | 01/03/19 | 0 Office supplies            |              | 01/16/19   | 476.37            | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 476.37            |               |            |                |                   |               |     |
| VENDOR:        | 1408     | NETWORK BILLING SYSTEMS, LLC |              |            |                   |               |            |                |                   |               |     |
| 183655479      | 01/08/19 | 0 Phone bill                 |              | 01/16/19   | 728.16            | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 728.16            |               |            |                |                   |               |     |
| VENDOR:        | 1421     | NTG LLC                      |              |            |                   |               |            |                |                   |               |     |
| 10057          | 01/03/19 | 0 Internet phone hosting     |              | 01/16/19   | 250.00            | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 250.00            |               |            |                |                   |               |     |
| VENDOR:        | 1816     | REGULATORY COMPLIANCE SERVIC |              |            |                   |               |            |                |                   |               |     |
| J188 - 1/02/19 | 01/04/19 | 0 PCB Managment Support      |              | 01/16/19   | 395.00            | .00           | CHK        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 395.00            |               |            |                |                   |               |     |
| VENDOR:        | 1818     | UNITED RENTALS, INC.         |              |            |                   |               |            |                |                   |               |     |
| 163327879-002  | 01/04/19 | 8452 Mth Equipment Rental    |              | 01/16/19   | 1395.01           | .00           | ACH        |                |                   |               |     |
| 943761631-132  | 01/08/19 | 8458 Equipment rental        |              | 01/16/19   | 1000.00           | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 2395.01           |               |            |                |                   |               |     |
| VENDOR:        | 1887     | S & S LINE SERVICE           |              |            |                   |               |            |                |                   |               |     |
| 1988-1989      | 01/04/19 | 0 ROW Clearing               |              | 01/16/19   | 4509.20           | .00           | ACH        |                |                   |               |     |
|                |          | VENDOR TOTAL:                |              |            | 4509.20           |               |            |                |                   |               |     |

STARKVILLE UTILITIES  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 4  
RUN DATE 01/08/19 04:30 PM

| INVOICE       | DATE     | PO NBR DESCRIPTION             | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |
|---------------|----------|--------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR:       | 1915     | SED-PETTY CASH                 |              |            |                   |               |            |                |                   |               |     |
| 1/08/19       | 01/08/19 | 0 Replenish Petty Cash         |              | 01/16/19   | 286.42            | .00           | CHK        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 286.42            |               |            |                |                   |               |     |
| VENDOR:       | 1931     | STARKVILLE SANITATION DEPT     |              |            |                   |               |            |                |                   |               |     |
| DEC 2018      | 01/08/19 | 0 Dec 2018 Sanitation Collecti |              | 01/16/19   | 236618.06         | .00           | CHK        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 236618.06         |               |            |                |                   |               |     |
| VENDOR:       | 1933     | STARKVILLE WATER DEPT          |              |            |                   |               |            |                |                   |               |     |
| DEC 2018      | 01/08/19 | 0 Dec 2018 Collections         |              | 01/16/19   | 539691.23         | .00           | ACH        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 539691.23         |               |            |                |                   |               |     |
| VENDOR:       | 1945     | SULLIVAN'S                     |              |            |                   |               |            |                |                   |               |     |
| 41205         | 01/03/19 | 0 Office supplies              |              | 01/16/19   | 89.64             | .00           | ACH        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 89.64             |               |            |                |                   |               |     |
| VENDOR:       | 2116     | UTILITECH                      |              |            |                   |               |            |                |                   |               |     |
| 2201          | 01/03/19 | 0 Product Development and Supp |              | 01/16/19   | 500.00            | .00           | ACH        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 500.00            |               |            |                |                   |               |     |
| VENDOR:       | 2210     | VERIZON WIRELESS               |              |            |                   |               |            |                |                   |               |     |
| 9821018414    | 01/08/19 | 0 AMI M2M Data Usage           |              | 01/16/19   | 567.32            | .00           | CHK        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 567.32            |               |            |                |                   |               |     |
| VENDOR:       | 2300     | WALMART COMMUNITY BRC          |              |            |                   |               |            |                |                   |               |     |
| 12/16/18 STMT | 01/08/19 | 0 Computer supplies            |              | 01/16/19   | 119.31            | .00           | CHK        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 119.31            |               |            |                |                   |               |     |
| VENDOR:       | 2305     | WASTE PRO                      |              |            |                   |               |            |                |                   |               |     |
| 165514        | 01/04/19 | 8451 Monthly Rental Fee        |              | 01/16/19   | 463.98            | .00           | CHK        |                |                   |               |     |
|               |          | VENDOR TOTAL:                  |              |            | 463.98            |               |            |                |                   |               |     |

STARKVILLE UTILITIES  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 01/16/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 5  
RUN DATE 01/08/19 04:30 PM

| INVOICE                                  | DATE     | PO NBR | DESCRIPTION    | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |
|------------------------------------------|----------|--------|----------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC. |          |        |                |              |            |                   |               |            |                |                   |               |     |
| CLR0119-279                              | 01/04/19 |        | 0 Water        |              | 01/16/19   | 11.90             |               | .00        | ACH            |                   |               |     |
| VENDOR TOTAL:                            |          |        |                |              |            | 11.90             |               |            |                |                   |               |     |
| VENDOR: 99009956 JONATHAN NEWMAN         |          |        |                |              |            |                   |               |            |                |                   |               |     |
| 1/08/19                                  | 01/08/19 |        | 0 Spoiled food |              | 01/16/19   | 300.00            |               | .00        | CHK            |                   |               |     |
| VENDOR TOTAL:                            |          |        |                |              |            | 300.00            |               |            |                |                   |               |     |
| GRAND TOTAL:                             |          |        |                |              |            | 989003.11         |               |            |                |                   |               |     |



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

**AGENDA ITEM DEPT.:** Finance & Admin  
**AGENDA DATE:** 1-15-2019  
**PAGE:** 1

**SUBJECT:** Request approval of the December 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

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**SUGGESTED MOTION:**

Approval of the December 2018 financial statements of the City of Starkville, MS.



City of Starkville, MS

# Budget Report Group Summary

For Fiscal: 2018-2019 Period Ending: 12/31/2018

| Categor...                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------|--------------------------|-------------------------|---------------------|---------------------|----------------------------------------|-----------------|
| <b>Fund: 001 - GENERAL FUND</b>                    |                          |                         |                     |                     |                                        |                 |
| <b>Revenue</b>                                     |                          |                         |                     |                     |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>              |                          |                         |                     |                     |                                        |                 |
| 200 - TAXES                                        | 7,681,250.00             | 7,681,250.00            | 774,253.44          | 894,585.48          | -6,786,664.52                          | 11.65 %         |
| 220 - LICENSES AND PERMITS                         | 251,500.00               | 251,500.00              | 33,304.31           | 77,759.29           | -173,740.71                            | 30.92 %         |
| 230 - INTERGOVERNMENTAL REVENUES                   | 9,531,900.00             | 9,531,900.00            | 802,087.59          | 2,387,097.70        | -7,144,802.30                          | 25.04 %         |
| 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              | 61,897.90           | 127,984.88          | -467,015.12                            | 21.51 %         |
| 340 - MISCELLANEOUS                                | 268,500.00               | 268,500.00              | 22,181.99           | 95,988.49           | -172,511.51                            | 35.75 %         |
| 360 - CHARGES FOR SERVICES                         | 38,550.00                | 38,550.00               | 2,607.00            | 19,551.08           | -18,998.92                             | 50.72 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS           | 3,406,200.00             | 3,406,200.00            | 114,784.72          | 407,657.91          | -2,998,542.09                          | 11.97 %         |
| <b>Department: 000 - UNDESIGNATED Total:</b>       | <b>21,773,100.00</b>     | <b>21,773,100.00</b>    | <b>1,811,116.95</b> | <b>4,010,624.83</b> | <b>-17,762,475.17</b>                  | <b>18.42 %</b>  |
| <b>Revenue Total:</b>                              | <b>21,773,100.00</b>     | <b>21,773,100.00</b>    | <b>1,811,116.95</b> | <b>4,010,624.83</b> | <b>-17,762,475.17</b>                  | <b>18.42 %</b>  |
| <b>Expense</b>                                     |                          |                         |                     |                     |                                        |                 |
| <b>Department: 100 - BOARD OF ALDERMEN</b>         |                          |                         |                     |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 207,625.00               | 207,625.00              | 16,166.39           | 53,245.27           | 154,379.73                             | 25.64 %         |
| 600 - CONTRACTUAL SERVICES                         | 21,000.00                | 21,000.00               | 2,561.45            | 3,806.38            | 17,193.62                              | 18.13 %         |
| <b>Department: 100 - BOARD OF ALDERMEN Total:</b>  | <b>228,625.00</b>        | <b>228,625.00</b>       | <b>18,727.84</b>    | <b>57,051.65</b>    | <b>171,573.35</b>                      | <b>24.95 %</b>  |
| <b>Department: 110 - MUNICIPAL COURT</b>           |                          |                         |                     |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 363,015.00               | 363,015.00              | 28,766.30           | 99,012.48           | 264,002.52                             | 27.28 %         |
| 500 - SUPPLIES                                     | 11,000.00                | 11,000.00               | 613.31              | 1,544.90            | 9,455.10                               | 14.04 %         |
| 600 - CONTRACTUAL SERVICES                         | 21,000.00                | 21,000.00               | 1,552.30            | 9,611.64            | 11,388.36                              | 45.77 %         |
| 900 - CAPITAL OUTLAY                               | 5,000.00                 | 5,000.00                | 0.00                | 0.00                | 5,000.00                               | 0.00 %          |
| <b>Department: 110 - MUNICIPAL COURT Total:</b>    | <b>400,015.00</b>        | <b>400,015.00</b>       | <b>30,931.91</b>    | <b>110,169.02</b>   | <b>289,845.98</b>                      | <b>27.54 %</b>  |
| <b>Department: 111 - YOUTH COURT</b>               |                          |                         |                     |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                         | 1,500.00                 | 1,500.00                | 103.20              | 344.58              | 1,155.42                               | 22.97 %         |
| <b>Department: 111 - YOUTH COURT Total:</b>        | <b>1,500.00</b>          | <b>1,500.00</b>         | <b>103.20</b>       | <b>344.58</b>       | <b>1,155.42</b>                        | <b>22.97 %</b>  |
| <b>Department: 120 - MAYORS OFFICE</b>             |                          |                         |                     |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 151,715.00               | 151,715.00              | 11,510.94           | 39,604.55           | 112,110.45                             | 26.10 %         |
| 500 - SUPPLIES                                     | 2,600.00                 | 2,600.00                | 101.91              | 220.21              | 2,379.79                               | 8.47 %          |
| 600 - CONTRACTUAL SERVICES                         | 99,250.00                | 99,250.00               | 6,252.44            | 26,344.31           | 72,905.69                              | 26.54 %         |
| <b>Department: 120 - MAYORS OFFICE Total:</b>      | <b>253,565.00</b>        | <b>253,565.00</b>       | <b>17,865.29</b>    | <b>66,169.07</b>    | <b>187,395.93</b>                      | <b>26.10 %</b>  |
| <b>Department: 123 - IT</b>                        |                          |                         |                     |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 289,735.00               | 289,735.00              | 23,488.40           | 81,004.57           | 208,730.43                             | 27.96 %         |
| 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               | 4,725.30            | 42,074.01           | 26,425.99                              | 61.42 %         |
| 900 - CAPITAL OUTLAY                               | 65,000.00                | 65,000.00               | 1,717.96            | 8,850.21            | 56,149.79                              | 13.62 %         |
| <b>Department: 123 - IT Total:</b>                 | <b>425,735.00</b>        | <b>425,735.00</b>       | <b>29,931.66</b>    | <b>131,928.79</b>   | <b>293,806.21</b>                      | <b>30.99 %</b>  |
| <b>Department: 130 - ELECTIONS</b>                 |                          |                         |                     |                     |                                        |                 |
| 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 %          |
| <b>Department: 130 - ELECTIONS Total:</b>          | <b>5,000.00</b>          | <b>5,000.00</b>         | <b>0.00</b>         | <b>0.00</b>         | <b>5,000.00</b>                        | <b>0.00 %</b>   |
| <b>Department: 142 - CITY CLERKS OFFICE</b>        |                          |                         |                     |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 388,600.00               | 388,600.00              | 30,822.97           | 104,041.87          | 284,558.13                             | 26.77 %         |
| 600 - CONTRACTUAL SERVICES                         | 85,000.00                | 85,000.00               | 0.00                | 0.00                | 85,000.00                              | 0.00 %          |
| <b>Department: 142 - CITY CLERKS OFFICE Total:</b> | <b>473,600.00</b>        | <b>473,600.00</b>       | <b>30,822.97</b>    | <b>104,041.87</b>   | <b>369,558.13</b>                      | <b>21.97 %</b>  |
| <b>Department: 145 - OTHER ADMINISTRATIVE</b>      |                          |                         |                     |                     |                                        |                 |
| 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               | 332.14              | 2,344.13            | 9,655.87                               | 19.53 %         |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 12/31/2018

| Categor...                                                      | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-----------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| 600 - CONTRACTUAL SERVICES                                      | 32,000.00                | 32,000.00               | 1,478.53           | 5,893.35            | 26,106.65                              | 18.42 %         |
| 900 - CAPITAL OUTLAY                                            | 2,000.00                 | 2,000.00                | 0.00               | 1,581.99            | 418.01                                 | 79.10 %         |
| <b>Department: 145 - OTHER ADMINISTRATIVE Total:</b>            | <b>51,000.00</b>         | <b>51,000.00</b>        | <b>1,810.67</b>    | <b>9,997.83</b>     | <b>41,002.17</b>                       | <b>19.60 %</b>  |
| <b>Department: 159 - BONDING-CITY EMPLOYEES</b>                 |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 7,000.00                 | 7,000.00                | 1,025.00           | 1,550.00            | 5,450.00                               | 22.14 %         |
| <b>Department: 159 - BONDING-CITY EMPLOYEES Total:</b>          | <b>7,000.00</b>          | <b>7,000.00</b>         | <b>1,025.00</b>    | <b>1,550.00</b>     | <b>5,450.00</b>                        | <b>22.14 %</b>  |
| <b>Department: 160 - ATTORNEY AND STAFF</b>                     |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 67,985.00                | 67,985.00               | 5,161.04           | 18,063.64           | 49,921.36                              | 26.57 %         |
| <b>Department: 160 - ATTORNEY AND STAFF Total:</b>              | <b>67,985.00</b>         | <b>67,985.00</b>        | <b>5,161.04</b>    | <b>18,063.64</b>    | <b>49,921.36</b>                       | <b>26.57 %</b>  |
| <b>Department: 169 - LEGAL</b>                                  |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 165,000.00               | 165,000.00              | 12,872.90          | 39,020.63           | 125,979.37                             | 23.65 %         |
| <b>Department: 169 - LEGAL Total:</b>                           | <b>165,000.00</b>        | <b>165,000.00</b>       | <b>12,872.90</b>   | <b>39,020.63</b>    | <b>125,979.37</b>                      | <b>23.65 %</b>  |
| <b>Department: 180 - HUMAN RESOURCES</b>                        |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 218,675.00               | 218,675.00              | 17,049.26          | 58,954.89           | 159,720.11                             | 26.96 %         |
| 500 - SUPPLIES                                                  | 7,000.00                 | 7,000.00                | 0.00               | 639.43              | 6,360.57                               | 9.13 %          |
| 600 - CONTRACTUAL SERVICES                                      | 30,630.40                | 30,630.40               | 326.86             | 935.16              | 29,695.24                              | 3.05 %          |
| <b>Department: 180 - HUMAN RESOURCES Total:</b>                 | <b>256,305.40</b>        | <b>256,305.40</b>       | <b>17,376.12</b>   | <b>60,529.48</b>    | <b>195,775.92</b>                      | <b>23.62 %</b>  |
| <b>Department: 190 - CITY PLANNER</b>                           |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 256,420.00               | 256,420.00              | 11,410.30          | 38,516.04           | 217,903.96                             | 15.02 %         |
| 500 - SUPPLIES                                                  | 3,500.00                 | 3,500.00                | 6.00               | 563.82              | 2,936.18                               | 16.11 %         |
| 600 - CONTRACTUAL SERVICES                                      | 53,750.00                | 53,750.00               | 2,286.28           | 10,649.84           | 43,100.16                              | 19.81 %         |
| 900 - CAPITAL OUTLAY                                            | 16,500.00                | 16,500.00               | 7,000.00           | 6,250.00            | 10,250.00                              | 37.88 %         |
| <b>Department: 190 - CITY PLANNER Total:</b>                    | <b>330,170.00</b>        | <b>330,170.00</b>       | <b>20,702.58</b>   | <b>55,979.70</b>    | <b>274,190.30</b>                      | <b>16.95 %</b>  |
| <b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>        |                          |                         |                    |                     |                                        |                 |
| 500 - SUPPLIES                                                  | 5,000.00                 | 5,000.00                | 595.11             | 1,008.33            | 3,991.67                               | 20.17 %         |
| 600 - CONTRACTUAL SERVICES                                      | 85,000.00                | 85,000.00               | 9,837.70           | 24,156.82           | 60,843.18                              | 28.42 %         |
| 800 - DEBT SERVICE                                              | 0.00                     | 0.00                    | 896.50             | 896.50              | -896.50                                | 0.00 %          |
| <b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT Total:</b> | <b>90,000.00</b>         | <b>90,000.00</b>        | <b>11,329.31</b>   | <b>26,061.65</b>    | <b>63,938.35</b>                       | <b>28.96 %</b>  |
| <b>Department: 195 - TRANSFERS TO OTHER AGENCIES</b>            |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 36,250.00                | 36,250.00               | 0.00               | 19,499.00           | 16,751.00                              | 53.79 %         |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                        | 2,000.00                 | 2,000.00                | 0.00               | 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 %          |
| <b>Department: 195 - TRANSFERS TO OTHER AGENCIES Total:</b>     | <b>162,678.00</b>        | <b>162,678.00</b>       | <b>0.00</b>        | <b>39,171.00</b>    | <b>123,507.00</b>                      | <b>24.08 %</b>  |
| <b>Department: 196 - CEMETERY ADMINISTRATION</b>                |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 31,000.00                | 31,000.00               | 3,200.00           | 9,746.00            | 21,254.00                              | 31.44 %         |
| <b>Department: 196 - CEMETERY ADMINISTRATION Total:</b>         | <b>31,000.00</b>         | <b>31,000.00</b>        | <b>3,200.00</b>    | <b>9,746.00</b>     | <b>21,254.00</b>                       | <b>31.44 %</b>  |
| <b>Department: 197 - ENGINEERING</b>                            |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 203,545.00               | 203,545.00              | 15,663.62          | 52,341.68           | 151,203.32                             | 25.72 %         |
| 500 - SUPPLIES                                                  | 2,050.00                 | 2,050.00                | 146.99             | 209.40              | 1,840.60                               | 10.21 %         |
| 600 - CONTRACTUAL SERVICES                                      | 18,500.00                | 18,500.00               | 910.40             | 2,942.40            | 15,557.60                              | 15.90 %         |
| 800 - DEBT SERVICE                                              | 5,245.00                 | 5,245.00                | 0.00               | 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 %          |
| <b>Department: 197 - ENGINEERING Total:</b>                     | <b>232,340.00</b>        | <b>232,340.00</b>       | <b>16,721.01</b>   | <b>56,804.31</b>    | <b>175,535.69</b>                      | <b>24.45 %</b>  |
| <b>Department: 200 - POLICE ADMINISTRATION</b>                  |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 107,235.00               | 107,235.00              | 8,506.02           | 29,441.13           | 77,793.87                              | 27.45 %         |
| <b>Department: 200 - POLICE ADMINISTRATION Total:</b>           | <b>107,235.00</b>        | <b>107,235.00</b>       | <b>8,506.02</b>    | <b>29,441.13</b>    | <b>77,793.87</b>                       | <b>27.45 %</b>  |
| <b>Department: 201 - POLICE DEPARTMENT</b>                      |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 3,804,865.00             | 3,804,865.00            | 299,345.84         | 1,011,601.44        | 2,793,263.56                           | 26.59 %         |
| 500 - SUPPLIES                                                  | 426,000.00               | 426,000.00              | 27,491.81          | 91,221.72           | 334,778.28                             | 21.41 %         |
| 600 - CONTRACTUAL SERVICES                                      | 422,350.00               | 422,350.00              | 27,833.29          | 141,649.46          | 280,700.54                             | 33.54 %         |
| 800 - DEBT SERVICE                                              | 110,288.00               | 110,288.00              | 0.00               | 27,571.98           | 82,716.02                              | 25.00 %         |
| 900 - CAPITAL OUTLAY                                            | 50,000.00                | 50,000.00               | 9,732.00           | 12,349.41           | 37,650.59                              | 24.70 %         |
| <b>Department: 201 - POLICE DEPARTMENT Total:</b>               | <b>4,813,503.00</b>      | <b>4,813,503.00</b>     | <b>364,402.94</b>  | <b>1,284,394.01</b> | <b>3,529,108.99</b>                    | <b>26.68 %</b>  |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|---------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Department: 240 - POLICE-COMMUNICATION SERV</b>                  |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <b>Department: 240 - POLICE-COMMUNICATION SERV Total:</b>           | <b>10,000.00</b>         | <b>10,000.00</b>        | <b>0.00</b>        | <b>0.00</b>         | <b>10,000.00</b>                       | <b>0.00 %</b>   |
| <b>Department: 245 - DISPATCHERS</b>                                |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 284,730.00               | 284,730.00              | 31,817.28          | 95,278.91           | 189,451.09                             | 33.46 %         |
| <b>Department: 245 - DISPATCHERS Total:</b>                         | <b>284,730.00</b>        | <b>284,730.00</b>       | <b>31,817.28</b>   | <b>95,278.91</b>    | <b>189,451.09</b>                      | <b>33.46 %</b>  |
| <b>Department: 254 - DUI GRANT</b>                                  |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 112,825.00               | 112,825.00              | 5,022.89           | 16,615.39           | 96,209.61                              | 14.73 %         |
| 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 %          |
| <b>Department: 254 - DUI GRANT Total:</b>                           | <b>114,325.00</b>        | <b>114,325.00</b>       | <b>5,022.89</b>    | <b>16,615.39</b>    | <b>97,709.61</b>                       | <b>14.53 %</b>  |
| <b>Department: 260 - FIRE ADMINISTRATION</b>                        |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 105,165.00               | 105,165.00              | 8,138.38           | 28,258.70           | 76,906.30                              | 26.87 %         |
| <b>Department: 260 - FIRE ADMINISTRATION Total:</b>                 | <b>105,165.00</b>        | <b>105,165.00</b>       | <b>8,138.38</b>    | <b>28,258.70</b>    | <b>76,906.30</b>                       | <b>26.87 %</b>  |
| <b>Department: 261 - FIRE DEPARTMENT</b>                            |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 3,513,530.00             | 3,513,530.00            | 309,735.23         | 1,000,849.83        | 2,512,680.17                           | 28.49 %         |
| 500 - SUPPLIES                                                      | 100,350.00               | 100,350.00              | 6,032.09           | 28,172.97           | 72,177.03                              | 28.07 %         |
| 600 - CONTRACTUAL SERVICES                                          | 318,510.00               | 318,510.00              | 21,220.18          | 94,815.62           | 223,694.38                             | 29.77 %         |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                            | 0.00                     | 0.00                    | 7,720.90           | 27,520.90           | -27,520.90                             | 0.00 %          |
| 900 - CAPITAL OUTLAY                                                | 75,000.00                | 75,000.00               | 0.00               | 3,109.14            | 71,890.86                              | 4.15 %          |
| <b>Department: 261 - FIRE DEPARTMENT Total:</b>                     | <b>4,007,390.00</b>      | <b>4,007,390.00</b>     | <b>344,708.40</b>  | <b>1,154,468.46</b> | <b>2,852,921.54</b>                    | <b>28.81 %</b>  |
| <b>Department: 281 - BUILDING/CODES OFFICE</b>                      |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 220,050.00               | 220,050.00              | 18,738.16          | 64,819.27           | 155,230.73                             | 29.46 %         |
| 500 - SUPPLIES                                                      | 6,700.00                 | 6,700.00                | 176.21             | 618.15              | 6,081.85                               | 9.23 %          |
| 600 - CONTRACTUAL SERVICES                                          | 24,500.00                | 24,500.00               | 1,109.87           | 5,670.41            | 18,829.59                              | 23.14 %         |
| 800 - DEBT SERVICE                                                  | 6,940.00                 | 6,940.00                | 451.38             | 2,665.00            | 4,275.00                               | 38.40 %         |
| <b>Department: 281 - BUILDING/CODES OFFICE Total:</b>               | <b>258,190.00</b>        | <b>258,190.00</b>       | <b>20,475.62</b>   | <b>73,772.83</b>    | <b>184,417.17</b>                      | <b>28.57 %</b>  |
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>               |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 14,000.00                | 14,000.00               | 469.55             | 16,098.21           | -2,098.21                              | 114.99 %        |
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:</b>        | <b>14,000.00</b>         | <b>14,000.00</b>        | <b>469.55</b>      | <b>16,098.21</b>    | <b>-2,098.21</b>                       | <b>114.99 %</b> |
| <b>Department: 301 - STREET DEPARTMENT</b>                          |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 779,040.00               | 779,040.00              | 51,109.20          | 179,039.36          | 600,000.64                             | 22.98 %         |
| 500 - SUPPLIES                                                      | 194,500.00               | 194,500.00              | 5,570.02           | 24,395.53           | 170,104.47                             | 12.54 %         |
| 600 - CONTRACTUAL SERVICES                                          | 78,000.00                | 78,000.00               | 6,107.93           | 25,577.71           | 52,422.29                              | 32.79 %         |
| 800 - DEBT SERVICE                                                  | 44,865.00                | 44,865.00               | 451.37             | 7,666.25            | 37,198.75                              | 17.09 %         |
| 900 - CAPITAL OUTLAY                                                | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <b>Department: 301 - STREET DEPARTMENT Total:</b>                   | <b>1,106,405.00</b>      | <b>1,106,405.00</b>     | <b>63,238.52</b>   | <b>236,678.85</b>   | <b>869,726.15</b>                      | <b>21.39 %</b>  |
| <b>Department: 302 - STREET LIGHTING</b>                            |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 490,000.00               | 490,000.00              | 40,722.50          | 118,957.44          | 371,042.56                             | 24.28 %         |
| <b>Department: 302 - STREET LIGHTING Total:</b>                     | <b>490,000.00</b>        | <b>490,000.00</b>       | <b>40,722.50</b>   | <b>118,957.44</b>   | <b>371,042.56</b>                      | <b>24.28 %</b>  |
| <b>Department: 360 - ANIMAL CONTROL</b>                             |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 87,930.00                | 87,930.00               | 8,030.38           | 24,534.12           | 63,395.88                              | 27.90 %         |
| 500 - SUPPLIES                                                      | 5,500.00                 | 5,500.00                | 2.00               | 6.00                | 5,494.00                               | 0.11 %          |
| 600 - CONTRACTUAL SERVICES                                          | 5,750.00                 | 5,750.00                | 114.74             | 4,825.03            | 924.97                                 | 83.91 %         |
| 900 - CAPITAL OUTLAY                                                | 125,000.00               | 125,000.00              | 31,250.00          | 62,500.00           | 62,500.00                              | 50.00 %         |
| <b>Department: 360 - ANIMAL CONTROL Total:</b>                      | <b>224,180.00</b>        | <b>224,180.00</b>       | <b>39,397.12</b>   | <b>91,865.15</b>    | <b>132,314.85</b>                      | <b>40.98 %</b>  |
| <b>Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK</b>        |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 20,000.00                | 20,000.00               | 5,000.00           | 10,000.00           | 10,000.00                              | 50.00 %         |
| <b>Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:</b> | <b>20,000.00</b>         | <b>20,000.00</b>        | <b>5,000.00</b>    | <b>10,000.00</b>    | <b>10,000.00</b>                       | <b>50.00 %</b>  |
| <b>Department: 550 - PARKS AND REC DEPARTMENT</b>                   |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 749,545.00               | 749,545.00              | 53,800.29          | 182,099.26          | 567,445.74                             | 24.29 %         |
| 500 - SUPPLIES                                                      | 137,500.00               | 137,500.00              | 7,229.13           | 27,381.74           | 110,118.26                             | 19.91 %         |
| 600 - CONTRACTUAL SERVICES                                          | 852,000.00               | 852,000.00              | 51,756.64          | 140,614.29          | 711,385.71                             | 16.50 %         |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 12/31/2018

| Categor...                                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------------------|--------------------------|-------------------------|---------------------|----------------------|----------------------------------------|-----------------|
| 900 - CAPITAL OUTLAY                                               | 1,000.00                 | 1,000.00                | 0.00                | 197.51               | 802.49                                 | 19.75 %         |
| <b>Department: 550 - PARKS AND REC DEPARTMENT Total:</b>           | <b>1,740,045.00</b>      | <b>1,740,045.00</b>     | <b>112,786.06</b>   | <b>350,292.80</b>    | <b>1,389,752.20</b>                    | <b>20.13 %</b>  |
| <b>Department: 552 - PARK AND REC ACTIVITIES</b>                   |                          |                         |                     |                      |                                        |                 |
| 500 - SUPPLIES                                                     | 2,600.00                 | 2,600.00                | 0.00                | 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 %          |
| <b>Department: 552 - PARK AND REC ACTIVITIES Total:</b>            | <b>5,000.00</b>          | <b>5,000.00</b>         | <b>0.00</b>         | <b>3,583.80</b>      | <b>1,416.20</b>                        | <b>71.68 %</b>  |
| <b>Department: 600 - CAPITAL PROJECTS</b>                          |                          |                         |                     |                      |                                        |                 |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                           | 20,000.00                | 20,000.00               | 5,878.05            | 5,878.05             | 14,121.95                              | 29.39 %         |
| 900 - CAPITAL OUTLAY                                               | 928,000.00               | 928,000.00              | 123,190.56          | 227,026.06           | 700,973.94                             | 24.46 %         |
| <b>Department: 600 - CAPITAL PROJECTS Total:</b>                   | <b>948,000.00</b>        | <b>948,000.00</b>       | <b>129,068.61</b>   | <b>232,904.11</b>    | <b>715,095.89</b>                      | <b>24.57 %</b>  |
| <b>Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS</b>        |                          |                         |                     |                      |                                        |                 |
| 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              | 47,248.88           | 94,497.76            | 94,497.24                              | 50.00 %         |
| <b>Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:</b> | <b>204,495.00</b>        | <b>204,495.00</b>       | <b>47,248.88</b>    | <b>104,997.76</b>    | <b>99,497.24</b>                       | <b>51.34 %</b>  |
| <b>Department: 800 - DEBT SERVICE</b>                              |                          |                         |                     |                      |                                        |                 |
| 800 - DEBT SERVICE                                                 | 2,792,445.00             | 2,792,445.00            | 0.00                | 610,262.37           | 2,182,182.63                           | 21.85 %         |
| <b>Department: 800 - DEBT SERVICE Total:</b>                       | <b>2,792,445.00</b>      | <b>2,792,445.00</b>     | <b>0.00</b>         | <b>610,262.37</b>    | <b>2,182,182.63</b>                    | <b>21.85 %</b>  |
| <b>Department: 900 - INTERFUND TRANSACTIONS</b>                    |                          |                         |                     |                      |                                        |                 |
| 900 - CAPITAL OUTLAY                                               | 1,346,473.60             | 1,346,473.60            | 460.00              | 460.00               | 1,346,013.60                           | 0.03 %          |
| <b>Department: 900 - INTERFUND TRANSACTIONS Total:</b>             | <b>1,346,473.60</b>      | <b>1,346,473.60</b>     | <b>460.00</b>       | <b>460.00</b>        | <b>1,346,013.60</b>                    | <b>0.03 %</b>   |
| <b>Expense Total:</b>                                              | <b>21,773,100.00</b>     | <b>21,773,100.00</b>    | <b>1,440,044.27</b> | <b>5,244,959.14</b>  | <b>16,528,140.86</b>                   | <b>24.09 %</b>  |
| <b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>                 | <b>0.00</b>              | <b>0.00</b>             | <b>371,072.68</b>   | <b>-1,234,334.31</b> | <b>-1,234,334.31</b>                   | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 002 - RESTRICTED POLICE FUND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                               |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                        |                          |                         |                    |                    |                                        |                 |
| 330 - FINES AND FORFEITS                                     | 10,000.00                | 10,000.00               | 0.00               | 2,170.25           | -7,829.75                              | 21.70 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                     | 15,000.00                | 15,000.00               | 0.00               | 0.00               | -15,000.00                             | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>                 | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>0.00</b>        | <b>2,170.25</b>    | <b>-22,829.75</b>                      | <b>8.68 %</b>   |
| <b>Revenue Total:</b>                                        | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>0.00</b>        | <b>2,170.25</b>    | <b>-22,829.75</b>                      | <b>8.68 %</b>   |
| <b>Expense</b>                                               |                          |                         |                    |                    |                                        |                 |
| <b>Department: 251 - DRUG EDUCATION FUND</b>                 |                          |                         |                    |                    |                                        |                 |
| 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 %          |
| <b>Department: 251 - DRUG EDUCATION FUND Total:</b>          | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>25,000.00</b>                       | <b>0.00 %</b>   |
| <b>Expense Total:</b>                                        | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>25,000.00</b>                       | <b>0.00 %</b>   |
| <b>Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>2,170.25</b>    | <b>2,170.25</b>                        | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 003 - RESTRICTED FIRE FUND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                    |                                        |                 |
| 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 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>-244,651.00</b>                     | <b>0.00 %</b>   |
| <b>Revenue Total:</b>                                      | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>-244,651.00</b>                     | <b>0.00 %</b>   |
| <b>Expense</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 560 - RESTRICTED FIRE FUND</b>              |                          |                         |                    |                    |                                        |                 |
| 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              | 0.00               | 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 %          |
| <b>Department: 560 - RESTRICTED FIRE FUND Total:</b>       | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>0.00</b>        | <b>110,938.49</b>  | <b>133,712.51</b>                      | <b>45.35 %</b>  |
| <b>Expense Total:</b>                                      | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>0.00</b>        | <b>110,938.49</b>  | <b>133,712.51</b>                      | <b>45.35 %</b>  |
| <b>Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>-110,938.49</b> | <b>-110,938.49</b>                     | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 015 - AIRPORT FUND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                     |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>              |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                   | 70,951.00                | 70,951.00               | 0.00               | 23,059.00          | -47,892.00                             | 32.50 %         |
| 340 - MISCELLANEOUS                                | 110,100.00               | 110,100.00              | 7,500.00           | 22,650.00          | -87,450.00                             | 20.57 %         |
| 360 - CHARGES FOR SERVICES                         | 428,108.00               | 428,108.00              | 31,803.43          | 203,957.46         | -224,150.54                            | 47.64 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS           | 400,000.00               | 400,000.00              | 0.00               | 0.00               | -400,000.00                            | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>       | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>39,303.43</b>   | <b>249,666.46</b>  | <b>-759,492.54</b>                     | <b>24.74 %</b>  |
| <b>Revenue Total:</b>                              | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>39,303.43</b>   | <b>249,666.46</b>  | <b>-759,492.54</b>                     | <b>24.74 %</b>  |
| <b>Expense</b>                                     |                          |                         |                    |                    |                                        |                 |
| <b>Department: 505 - AIRPORT</b>                   |                          |                         |                    |                    |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 147,420.00               | 147,420.00              | 9,371.82           | 32,510.02          | 114,909.98                             | 22.05 %         |
| 500 - SUPPLIES                                     | 369,000.00               | 369,000.00              | 42,873.33          | 161,511.44         | 207,488.56                             | 43.77 %         |
| 600 - CONTRACTUAL SERVICES                         | 116,100.00               | 116,100.00              | 4,007.94           | 31,215.52          | 84,884.48                              | 26.89 %         |
| 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 %          |
| <b>Department: 505 - AIRPORT Total:</b>            | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>56,253.09</b>   | <b>225,236.98</b>  | <b>783,922.02</b>                      | <b>22.32 %</b>  |
| <b>Expense Total:</b>                              | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>56,253.09</b>   | <b>225,236.98</b>  | <b>783,922.02</b>                      | <b>22.32 %</b>  |
| <b>Fund: 015 - AIRPORT FUND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-16,949.66</b>  | <b>24,429.48</b>   | <b>24,429.48</b>                       | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 016 - RESTRICTED AIRPORT</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                           |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                    |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                         | 334,242.00               | 334,242.00              | 0.00               | 12,631.75          | -321,610.25                            | 3.78 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>             | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>12,631.75</b>   | <b>-321,610.25</b>                     | <b>3.78 %</b>   |
| <b>Revenue Total:</b>                                    | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>12,631.75</b>   | <b>-321,610.25</b>                     | <b>3.78 %</b>   |
| <b>Expense</b>                                           |                          |                         |                    |                    |                                        |                 |
| <b>Department: 515 - RESTRICTED PROJECTS</b>             |                          |                         |                    |                    |                                        |                 |
| 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 %          |
| <b>Department: 515 - RESTRICTED PROJECTS Total:</b>      | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>334,242.00</b>                      | <b>0.00 %</b>   |
| <b>Expense Total:</b>                                    | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>334,242.00</b>                      | <b>0.00 %</b>   |
| <b>Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>12,631.75</b>   | <b>12,631.75</b>                       | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used  |
|-----------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|------------------|
| <b>Fund: 022 - SANITATION</b>                             |                          |                         |                    |                    |                                        |                  |
| <b>Revenue</b>                                            |                          |                         |                    |                    |                                        |                  |
| <b>Department: 000 - UNDESIGNATED</b>                     |                          |                         |                    |                    |                                        |                  |
| 340 - MISCELLANEOUS                                       | 2,800,250.00             | 2,800,250.00            | 241,167.33         | 696,161.14         | -2,104,088.86                          | 24.86 %          |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                  | 605,000.00               | 605,000.00              | 0.00               | 5,586.00           | -599,414.00                            | 0.92 %           |
| <b>Department: 000 - UNDESIGNATED Total:</b>              | <b>3,405,250.00</b>      | <b>3,405,250.00</b>     | <b>241,167.33</b>  | <b>701,747.14</b>  | <b>-2,703,502.86</b>                   | <b>20.61 %</b>   |
| <b>Revenue Total:</b>                                     | <b>3,405,250.00</b>      | <b>3,405,250.00</b>     | <b>241,167.33</b>  | <b>701,747.14</b>  | <b>-2,703,502.86</b>                   | <b>20.61 %</b>   |
| <b>Expense</b>                                            |                          |                         |                    |                    |                                        |                  |
| <b>Department: 322 - SANITATION DEPARTMENT</b>            |                          |                         |                    |                    |                                        |                  |
| 400 - PERSONNEL SERVICES                                  | 1,078,070.00             | 1,078,070.00            | 105,861.37         | 320,127.58         | 757,942.42                             | 29.69 %          |
| 500 - SUPPLIES                                            | 304,500.00               | 304,500.00              | 66,011.65          | 89,468.41          | 215,031.59                             | 29.38 %          |
| 600 - CONTRACTUAL SERVICES                                | 755,250.00               | 755,250.00              | 156,185.70         | 260,546.85         | 494,703.15                             | 34.50 %          |
| 800 - DEBT SERVICE                                        | 97,192.00                | 97,192.00               | 7,190.55           | 24,297.85          | 72,894.15                              | 25.00 %          |
| 900 - CAPITAL OUTLAY                                      | 399,282.00               | 399,282.00              | 7,835.80           | 8,713.19           | 390,568.81                             | 2.18 %           |
| <b>Department: 322 - SANITATION DEPARTMENT Total:</b>     | <b>2,634,294.00</b>      | <b>2,634,294.00</b>     | <b>343,085.07</b>  | <b>703,153.88</b>  | <b>1,931,140.12</b>                    | <b>26.69 %</b>   |
| <b>Department: 325 - RUBBISH</b>                          |                          |                         |                    |                    |                                        |                  |
| 400 - PERSONNEL SERVICES                                  | 36,125.00                | 36,125.00               | 2,852.90           | 10,015.19          | 26,109.81                              | 27.72 %          |
| 500 - SUPPLIES                                            | 3,500.00                 | 3,500.00                | 86.29              | 283.35             | 3,216.65                               | 8.10 %           |
| 600 - CONTRACTUAL SERVICES                                | 25,100.00                | 25,100.00               | 851.73             | 1,678.85           | 23,421.15                              | 6.69 %           |
| 800 - DEBT SERVICE                                        | 126,686.00               | 126,686.00              | 0.00               | 0.00               | 126,686.00                             | 0.00 %           |
| <b>Department: 325 - RUBBISH Total:</b>                   | <b>191,411.00</b>        | <b>191,411.00</b>       | <b>3,790.92</b>    | <b>11,977.39</b>   | <b>179,433.61</b>                      | <b>6.26 %</b>    |
| <b>Department: 329 - KEEP STARKVILLE BEAUTIFUL</b>        |                          |                         |                    |                    |                                        |                  |
| 500 - SUPPLIES                                            | 0.00                     | 0.00                    | 0.00               | 116.50             | -116.50                                | 0.00 %           |
| <b>Department: 329 - KEEP STARKVILLE BEAUTIFUL Total:</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>116.50</b>      | <b>-116.50</b>                         | <b>0.00 %</b>    |
| <b>Department: 341 - LANDSCAPING</b>                      |                          |                         |                    |                    |                                        |                  |
| 400 - PERSONNEL SERVICES                                  | 314,145.00               | 314,145.00              | 27,459.62          | 92,154.62          | 221,990.38                             | 29.34 %          |
| 500 - SUPPLIES                                            | 36,750.00                | 36,750.00               | 104.06             | 6,438.85           | 30,311.15                              | 17.52 %          |
| 600 - CONTRACTUAL SERVICES                                | 47,750.00                | 47,750.00               | 2,396.61           | 16,477.38          | 31,272.62                              | 34.51 %          |
| 800 - DEBT SERVICE                                        | 70,400.00                | 70,400.00               | 3,743.59           | 17,599.87          | 52,800.13                              | 25.00 %          |
| <b>Department: 341 - LANDSCAPING Total:</b>               | <b>469,045.00</b>        | <b>469,045.00</b>       | <b>33,703.88</b>   | <b>132,670.72</b>  | <b>336,374.28</b>                      | <b>28.29 %</b>   |
| <b>Expense Total:</b>                                     | <b>3,294,750.00</b>      | <b>3,294,750.00</b>     | <b>380,579.87</b>  | <b>847,918.49</b>  | <b>2,446,831.51</b>                    | <b>25.74 %</b>   |
| <b>Fund: 022 - SANITATION Surplus (Deficit):</b>          | <b>110,500.00</b>        | <b>110,500.00</b>       | <b>-139,412.54</b> | <b>-146,171.35</b> | <b>-256,671.35</b>                     | <b>-132.28 %</b> |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                             | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 023 - LANDFILL ACCOUNT</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                         |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                  |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                       | 40,000.00                | 40,000.00               | 4,085.85           | 5,435.68           | -34,564.32                             | 13.59 %         |
| <b>Department: 000 - UNDESIGNATED Total:</b>           | <b>40,000.00</b>         | <b>40,000.00</b>        | <b>4,085.85</b>    | <b>5,435.68</b>    | <b>-34,564.32</b>                      | <b>13.59 %</b>  |
| <b>Revenue Total:</b>                                  | <b>40,000.00</b>         | <b>40,000.00</b>        | <b>4,085.85</b>    | <b>5,435.68</b>    | <b>-34,564.32</b>                      | <b>13.59 %</b>  |
| <b>Expense</b>                                         |                          |                         |                    |                    |                                        |                 |
| <b>Department: 323 - LANDFILL</b>                      |                          |                         |                    |                    |                                        |                 |
| 400 - PERSONNEL SERVICES                               | 37,000.00                | 37,000.00               | 3,984.32           | 3,984.32           | 33,015.68                              | 10.77 %         |
| 500 - SUPPLIES                                         | 500.00                   | 500.00                  | 0.00               | 16.00              | 484.00                                 | 3.20 %          |
| 600 - CONTRACTUAL SERVICES                             | 113,000.00               | 113,000.00              | 694.03             | 2,440.36           | 110,559.64                             | 2.16 %          |
| <b>Department: 323 - LANDFILL Total:</b>               | <b>150,500.00</b>        | <b>150,500.00</b>       | <b>4,678.35</b>    | <b>6,440.68</b>    | <b>144,059.32</b>                      | <b>4.28 %</b>   |
| <b>Expense Total:</b>                                  | <b>150,500.00</b>        | <b>150,500.00</b>       | <b>4,678.35</b>    | <b>6,440.68</b>    | <b>144,059.32</b>                      | <b>4.28 %</b>   |
| <b>Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):</b> | <b>-110,500.00</b>       | <b>-110,500.00</b>      | <b>-592.50</b>     | <b>-1,005.00</b>   | <b>109,495.00</b>                      | <b>0.91 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 107 - COMPUTER ASSESSMENTS</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                    |                                        |                 |
| 330 - FINES AND FORFEITS                                   | 30,000.00                | 30,000.00               | 0.00               | 7,840.75           | -22,159.25                             | 26.14 %         |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>0.00</b>        | <b>7,840.75</b>    | <b>-22,159.25</b>                      | <b>26.14 %</b>  |
| <b>Revenue Total:</b>                                      | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>0.00</b>        | <b>7,840.75</b>    | <b>-22,159.25</b>                      | <b>26.14 %</b>  |
| <b>Expense</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 112 - COMPUTER ASSESMENTS</b>               |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                 | 30,000.00                | 30,000.00               | 175.00             | 13,714.68          | 16,285.32                              | 45.72 %         |
| <b>Department: 112 - COMPUTER ASSESMENTS Total:</b>        | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>175.00</b>      | <b>13,714.68</b>   | <b>16,285.32</b>                       | <b>45.72 %</b>  |
| <b>Expense Total:</b>                                      | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>175.00</b>      | <b>13,714.68</b>   | <b>16,285.32</b>                       | <b>45.72 %</b>  |
| <b>Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-175.00</b>     | <b>-5,873.93</b>   | <b>-5,873.93</b>                       | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 303 - INDUSTRIAL PARK BOND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                    |                                        |                 |
| 340 - MISCELLANEOUS                                        | 10,000.00                | 10,000.00               | 5,505.24           | 10,240.19          | 240.19                                 | 102.40 %        |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                   | 4,000,000.00             | 4,000,000.00            | 0.00               | 0.00               | -4,000,000.00                          | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>5,505.24</b>    | <b>10,240.19</b>   | <b>-3,999,759.81</b>                   | <b>0.26 %</b>   |
| <b>Revenue Total:</b>                                      | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>5,505.24</b>    | <b>10,240.19</b>   | <b>-3,999,759.81</b>                   | <b>0.26 %</b>   |
| <b>Expense</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 600 - CAPITAL PROJECTS</b>                  |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                 | 2,500,000.00             | 2,500,000.00            | 47,348.72          | 329,426.66         | 2,170,573.34                           | 13.18 %         |
| 900 - CAPITAL OUTLAY                                       | 1,510,000.00             | 1,510,000.00            | 0.00               | 0.00               | 1,510,000.00                           | 0.00 %          |
| <b>Department: 600 - CAPITAL PROJECTS Total:</b>           | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>47,348.72</b>   | <b>329,426.66</b>  | <b>3,680,573.34</b>                    | <b>8.22 %</b>   |
| <b>Expense Total:</b>                                      | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>47,348.72</b>   | <b>329,426.66</b>  | <b>3,680,573.34</b>                    | <b>8.22 %</b>   |
| <b>Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-41,843.48</b>  | <b>-319,186.47</b> | <b>-319,186.47</b>                     | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|---------------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                                      |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                               |                          |                         |                    |                    |                                        |                 |
| 340 - MISCELLANEOUS                                                 | 1,250.00                 | 1,250.00                | 4,031.99           | 7,676.83           | 6,426.83                               | 614.15 %        |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                            | 3,000,000.00             | 3,000,000.00            | 0.00               | 0.00               | -3,000,000.00                          | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>                        | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>4,031.99</b>    | <b>7,676.83</b>    | <b>-2,993,573.17</b>                   | <b>0.26 %</b>   |
| <b>Revenue Total:</b>                                               | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>4,031.99</b>    | <b>7,676.83</b>    | <b>-2,993,573.17</b>                   | <b>0.26 %</b>   |
| <b>Expense</b>                                                      |                          |                         |                    |                    |                                        |                 |
| <b>Department: 600 - CAPITAL PROJECTS</b>                           |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 10,000.00                | 10,000.00               | 0.00               | 2,596.50           | 7,403.50                               | 25.97 %         |
| 900 - CAPITAL OUTLAY                                                | 2,991,250.00             | 2,991,250.00            | 4,910.00           | 268,856.15         | 2,722,393.85                           | 8.99 %          |
| <b>Department: 600 - CAPITAL PROJECTS Total:</b>                    | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>4,910.00</b>    | <b>271,452.65</b>  | <b>2,729,797.35</b>                    | <b>9.04 %</b>   |
| <b>Expense Total:</b>                                               | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>4,910.00</b>    | <b>271,452.65</b>  | <b>2,729,797.35</b>                    | <b>9.04 %</b>   |
| <b>Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-878.01</b>     | <b>-263,775.82</b> | <b>-263,775.82</b>                     | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 12/31/2018**

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|-----------------|
| <b>Fund: 375 - PARK AND REC TOURISM</b>                    |                          |                         |                    |                      |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                      |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                      |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                           | 810,000.00               | 810,000.00              | 74,512.14          | 226,099.27           | -583,900.73                            | 27.91 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                   | 650,000.00               | 650,000.00              | 0.00               | 0.00                 | -650,000.00                            | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>74,512.14</b>   | <b>226,099.27</b>    | <b>-1,233,900.73</b>                   | <b>15.49 %</b>  |
| <b>Revenue Total:</b>                                      | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>74,512.14</b>   | <b>226,099.27</b>    | <b>-1,233,900.73</b>                   | <b>15.49 %</b>  |
| <b>Expense</b>                                             |                          |                         |                    |                      |                                        |                 |
| <b>Department: 551 - PARK &amp; REC TOURISM</b>            |                          |                         |                    |                      |                                        |                 |
| 800 - DEBT SERVICE                                         | 238,566.00               | 238,566.00              | 1,311.25           | 8,212.25             | 230,353.75                             | 3.44 %          |
| 900 - CAPITAL OUTLAY                                       | 971,434.00               | 971,434.00              | 6,000.00           | 38,021.00            | 933,413.00                             | 3.91 %          |
| 950 - TRANSFERS                                            | 250,000.00               | 250,000.00              | 0.00               | 62,500.00            | 187,500.00                             | 25.00 %         |
| <b>Department: 551 - PARK &amp; REC TOURISM Total:</b>     | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>7,311.25</b>    | <b>108,733.25</b>    | <b>1,351,266.75</b>                    | <b>7.45 %</b>   |
| <b>Expense Total:</b>                                      | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>7,311.25</b>    | <b>108,733.25</b>    | <b>1,351,266.75</b>                    | <b>7.45 %</b>   |
| <b>Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>67,200.89</b>   | <b>117,366.02</b>    | <b>117,366.02</b>                      | <b>0.00 %</b>   |
| <b>Report Surplus (Deficit):</b>                           | <b>0.00</b>              | <b>0.00</b>             | <b>238,422.38</b>  | <b>-1,924,687.87</b> | <b>-1,924,687.87</b>                   | <b>0.00 %</b>   |

## Fund Summary

| Fund                             | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) |
|----------------------------------|--------------------------|-------------------------|--------------------|----------------------|----------------------------------------|
| 001 - GENERAL FUND               | 0.00                     | 0.00                    | 371,072.68         | -1,234,334.31        | -1,234,334.31                          |
| 002 - RESTRICTED POLICE FUND     | 0.00                     | 0.00                    | 0.00               | 2,170.25             | 2,170.25                               |
| 003 - RESTRICTED FIRE FUND       | 0.00                     | 0.00                    | 0.00               | -110,938.49          | -110,938.49                            |
| 015 - AIRPORT FUND               | 0.00                     | 0.00                    | -16,949.66         | 24,429.48            | 24,429.48                              |
| 016 - RESTRICTED AIRPORT         | 0.00                     | 0.00                    | 0.00               | 12,631.75            | 12,631.75                              |
| 022 - SANITATION                 | 110,500.00               | 110,500.00              | -139,412.54        | -146,171.35          | -256,671.35                            |
| 023 - LANDFILL ACCOUNT           | -110,500.00              | -110,500.00             | -592.50            | -1,005.00            | 109,495.00                             |
| 107 - COMPUTER ASSESSMENTS       | 0.00                     | 0.00                    | -175.00            | -5,873.93            | -5,873.93                              |
| 303 - INDUSTRIAL PARK BOND       | 0.00                     | 0.00                    | -41,843.48         | -319,186.47          | -319,186.47                            |
| 319 - PUBLIC IMPROVEMENT BOND    | 0.00                     | 0.00                    | -878.01            | -263,775.82          | -263,775.82                            |
| 375 - PARK AND REC TOURISM       | 0.00                     | 0.00                    | 67,200.89          | 117,366.02           | 117,366.02                             |
| <b>Report Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>238,422.38</b>  | <b>-1,924,687.87</b> | <b>-1,924,687.87</b>                   |



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

**AGENDA ITEM DEPT.:** Finance & Admin  
**AGENDA DATE:** 1-15-19  
**PAGE:** 1 of 47

**SUBJECT:** Consideration of a lease agreement with US Bancorp Governmental Leasing in the amount of \$1,462,910.00 over twelve years at 3.48% interest for the lease purchase of a Fire Truck to be used by Starkville Fire Dept.

**AMOUNT & SOURCE OF FUNDING:** Principal: 003-560-820-874 and Interest: 003-560-830-873

**AUTHORIZATION HISTORY:** The City of Starkville authorized the City Attorney to negotiate a lease agreement with U S Bancorp Governmental Leasing for lease purchase financing of a Fire Truck, state contract number 8200027989, at cost of \$1,462,910.00.

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

**DIRECTOR'S  
AUTHORIZATION:** Lesa Hardin

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

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**SUGGESTED MOTION:**

Approval of a lease agreement with US Bancorp Governmental Leasing in the amount of \$1,462,910.00 over twelve years at 3.48% interest for the lease purchase of a Fire Truck to be used by Starkville Fire Dept.

## DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS  
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:  
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
KEVIN JARAMILLO  
950 17<sup>TH</sup> STREET, 8<sup>TH</sup> FLOOR  
DENVER, CO 80202  
303-585-4079

- ☐ **Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Property Schedule No. 1** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Property Description and Payment Schedule – Exhibit 1**
- ☐ **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- ☐ **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- ☐ **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- ☐ **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- ☐ **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- ☐ **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- ☐ **Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.
- ☐ **Vehicle Titling Memo**
- ☐ **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
  - ☐ **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - ☐ **Schedule of Fees – Exhibit 2.**
  - ☐ **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - ☐ **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - ☐ **Class Action Negative Consent Letter – Exhibit 6.**
  - ☐ **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.
- ☐ **Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.

# Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: City of Starkville (the "Lessee")  
110 West Main Street  
Starkville, MS 39759  
Attention: Lesa Hardin  
Telephone: 662-418-6344

Dated: December 12, 2018

## ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

**"Code"** is defined in Section 3.01(f).

**"Commencement Date"** is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

**"Event of Default"** is defined in Section 13.01.

**"Lease Payments"** means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

**"Lease Payment Dates"** means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

**"Lease Term"** means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

**"Lessee"** means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

**"Lessor"** means the entity identified as such in the first paragraph hereof, and its successors and assigns.

**"Nonappropriation Event"** is defined in Section 6.06.

**"Original Term"** means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

**"Property"** means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

**"Property Schedule"** means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

**"Purchase Price"** means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

**"Renewal Terms"** means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

**"State"** means the state where Lessee is located.

**"Vendor"** means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

## ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this

Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### **ARTICLE IV**

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### **ARTICLE V**

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### **ARTICLE VI**

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but

Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.79.

#### **ARTICLE VII**

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

#### **ARTICLE VIII**

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

#### **ARTICLE IX**

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### **ARTICLE X**

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### **ARTICLE XI**

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### **ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied

is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, 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;

- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their 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; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### **ARTICLE XIV**

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitration Certificates.** Unless a separate Arbitration Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder 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.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

|                                                                  |
|------------------------------------------------------------------|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> |
| By:                                                              |
| Name:                                                            |
| Title:                                                           |

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
| By:                               |
| Name:                             |
| Title:                            |

|         |
|---------|
| Attest: |
| By:     |
| Name:   |
| Title:  |

## **ADDENDUM**

### **Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of December 12, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Starkville ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of December 12, 2018 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

**Section 6.02 Payment of Lease Payments is hereby deleted and restated as follows:**

Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate in accordance with Mississippi code Ann section 31-7-305.

**Section 8.04 Advances is hereby deleted and restated as follows:**

In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate in accordance with Mississippi code Ann section 31-7-305.

**Section 12.04 Release and Indemnification Covenants is hereby deleted and restated as follows:**

**Risk of Loss** - Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, and the loss of federal tax exemption of the interest on any of the Property Schedules, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

**Section 13.02 (a) Remedies on Default is hereby deleted and restated as follows:**

Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate in accordance with Mississippi code Ann section 31-7-305.

**Section 13.04 Costs and Attorney Fees is hereby deleted and restated as follows:**

**Prevailing Party** - In any legal action to enforce or construe any provision of this Agreement, the non-prevailing party shall pay the prevailing party the reasonable costs and expenses (including reasonable attorneys' fees) incurred by such prevailing party. The term "prevailing party" as used herein will include, without limitation, a party who utilizes legal counsel and brings or defends an action, suit, or judicial or administrative proceeding involving an alleged breach or default under this Agreement or a Property Schedule to construe any provision of this Agreement or a Property Schedule and, if the plaintiff, obtains substantially the relief sought (whether by award or judgment), or if the defendant, the plaintiff fails to substantially obtain the relief sought. If no party can be considered the prevailing party, the judge will have the discretion to equitable apportion the costs and expenses.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

|                                                                  |
|------------------------------------------------------------------|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> |
|                                                                  |
| By:                                                              |
|                                                                  |
| Name:                                                            |
|                                                                  |
| Title:                                                           |

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
|                                   |
| By:                               |
|                                   |
| Name:                             |
|                                   |
| Title:                            |

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| Attest: |
| By      |
| Name:   |
| Title:  |

# Property Schedule No. 1

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of December 12, 2018, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Starkville.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is December 12, 2018.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.

This Property Schedule No. 1 is subject to optional redemption before maturity at the sole option of the Purchaser from any available monies at any time, in whole and not in part, on any date after April 1, 2020, at a redemption price equal to 100% of the outstanding principal amount of this Property Schedule, plus interest accrued to the date fixed for redemption, plus a prepayment indemnity ("Prepayment Fee") equal to the greater of zero, or that amount, calculated on any date of redemption ("Prepayment Date"), which is derived by subtracting: (a) the outstanding principal amount of the Property Schedule on such Prepayment Date from (b) the Net Present Value of the outstanding principal amount of the Property Schedule on such Prepayment Date; provided, however, that the Prepayment Fee shall not in any event exceed the maximum prepayment fee permitted by applicable law.

"**Net Present Value**" shall mean the amount which is derived by summing the present values of each prospective payment of principal (including mandatory sinking fund redemptions) and interest which, without such full or partial prepayment, could otherwise have been received by the Seller over the shorter of the remaining contractual life of the Property Schedule. The individual discount rate used to present value each prospective payment of interest and/or principal shall be the Money Market Rate At Prepayment for the maturity matching that of each specific payment of principal and/or interest.

"**Money Market Rate At Prepayment**" shall mean that zero-coupon rate, calculated on the Prepayment Date, and determined solely by the Seller, as the rate at which the Seller would be able to borrow funds in Money Markets for the prepayment amount matching the maturity of a specific prospective Property Schedule payment, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation. A separate Money Market Rate At Prepayment will be calculated for each prospective interest and/or principal payment date.

"**Money Markets**" shall mean one or more wholesale funding markets available to and selected by the Seller, including negotiable certificates of deposit, commercial paper, Eurodollar deposits, bank notes, federal funds, interest rate swaps or others.

In calculating the amount of such Prepayment Fee, the Seller is hereby authorized by the Purchaser to make such assumptions regarding the source of funding, redeployment of funds and other related matters, as the Seller may deem appropriate. If the Purchaser fails to pay any Prepayment Fee when due, the amount of such Prepayment Fee shall thereafter bear interest until paid at the rate per annum that would be applicable to this Property Schedule following a Rate Increase Trigger Event. The Seller's internal records of applicable interest rates shall be determinative in the absence of manifest error.

The Purchaser hereby acknowledges to the Seller that the Purchaser shall be required to pay the Prepayment Fee with respect to any portion of the principal balance paid before its scheduled due date or the date of a mandatory sinking fund redemption payment with respect thereto, whether voluntarily, involuntarily, or otherwise, including without limitation any principal payment made following default, demand for payment, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, or otherwise. Such Prepayment Fee shall at all times be an obligation as well as an undertaking by the Purchaser to the Seller whether arising out of a voluntary or mandated prepayment.

9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.

11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by December 28, 2018.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

|                                                                  |
|------------------------------------------------------------------|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> |
| By:                                                              |
| Name:                                                            |
| Title:                                                           |

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
| By:                               |
| Name:                             |
| Title:                            |

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|---------|
| Attest: |
| By      |
| Name:   |
| Title:  |

# EXHIBIT 1

## Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: Fire Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

### Lease Payment Schedule

Total Principal Amount: \$1,462,910.00

| Payment No. | Due Date  | Lease Payment | Principal Portion | Interest Portion | Termination Amount<br>(After Making Payment for said Due Date) |
|-------------|-----------|---------------|-------------------|------------------|----------------------------------------------------------------|
| 1           | 10/1/2019 | 40,178.26     | 0.00              | 40,178.26        | NA                                                             |
| 2           | 1/1/2020  | 40,178.26     | 26,754.37         | 13,423.89        | NA                                                             |
| 3           | 4/1/2020  | 40,178.26     | 27,683.71         | 12,494.55        | 1,450,726.09                                                   |
| 4           | 7/1/2020  | 40,178.26     | 27,924.55         | 12,253.71        | 1,421,963.79                                                   |
| 5           | 10/1/2020 | 40,178.26     | 28,167.50         | 12,010.76        | 1,392,951.27                                                   |
| 6           | 1/1/2021  | 40,178.26     | 28,412.56         | 11,765.70        | 1,363,686.34                                                   |
| 7           | 4/1/2021  | 40,178.26     | 28,659.74         | 11,518.52        | 1,334,166.80                                                   |
| 8           | 7/1/2021  | 40,178.26     | 28,909.08         | 11,269.18        | 1,304,390.45                                                   |
| 9           | 10/1/2021 | 40,178.26     | 29,160.59         | 11,017.67        | 1,274,355.03                                                   |
| 10          | 1/1/2022  | 40,178.26     | 29,414.29         | 10,763.97        | 1,244,058.32                                                   |
| 11          | 4/1/2022  | 40,178.26     | 29,670.19         | 10,508.07        | 1,213,498.01                                                   |
| 12          | 7/1/2022  | 40,178.26     | 29,928.33         | 10,249.93        | 1,182,671.84                                                   |
| 13          | 10/1/2022 | 40,178.26     | 30,188.70         | 9,989.56         | 1,151,577.48                                                   |
| 14          | 1/1/2023  | 40,178.26     | 30,451.34         | 9,726.92         | 1,120,212.59                                                   |
| 15          | 4/1/2023  | 40,178.26     | 30,716.27         | 9,461.99         | 1,088,574.83                                                   |
| 16          | 7/1/2023  | 40,178.26     | 30,983.50         | 9,194.76         | 1,056,661.83                                                   |
| 17          | 10/1/2023 | 40,178.26     | 31,253.06         | 8,925.20         | 1,024,471.18                                                   |
| 18          | 1/1/2024  | 40,178.26     | 31,524.96         | 8,653.30         | 992,000.47                                                     |
| 19          | 4/1/2024  | 40,178.26     | 31,799.23         | 8,379.03         | 959,247.26                                                     |
| 20          | 7/1/2024  | 40,178.26     | 32,075.88         | 8,102.38         | 926,209.11                                                     |
| 21          | 10/1/2024 | 40,178.26     | 32,354.94         | 7,823.32         | 892,883.52                                                     |
| 22          | 1/1/2025  | 40,178.26     | 32,636.43         | 7,541.83         | 859,268.00                                                     |
| 23          | 4/1/2025  | 40,178.26     | 32,920.37         | 7,257.89         | 825,360.02                                                     |
| 24          | 7/1/2025  | 40,178.26     | 33,206.77         | 6,971.49         | 791,157.04                                                     |
| 25          | 10/1/2025 | 40,178.26     | 33,495.67         | 6,682.59         | 756,656.50                                                     |
| 26          | 1/1/2026  | 40,178.26     | 33,787.08         | 6,391.18         | 721,855.81                                                     |

|              |           |                     |                     |                   |            |
|--------------|-----------|---------------------|---------------------|-------------------|------------|
| 27           | 4/1/2026  | 40,178.26           | 34,081.03           | 6,097.23          | 686,752.34 |
| 28           | 7/1/2026  | 40,178.26           | 34,377.54           | 5,800.72          | 651,343.48 |
| 29           | 10/1/2026 | 40,178.26           | 34,676.62           | 5,501.64          | 615,626.56 |
| 30           | 1/1/2027  | 40,178.26           | 34,978.31           | 5,199.95          | 579,598.90 |
| 31           | 4/1/2027  | 40,178.26           | 35,282.62           | 4,895.64          | 543,257.81 |
| 32           | 7/1/2027  | 40,178.26           | 35,589.58           | 4,588.68          | 506,600.54 |
| 33           | 10/1/2027 | 40,178.26           | 35,899.21           | 4,279.05          | 469,624.36 |
| 34           | 1/1/2028  | 40,178.26           | 36,211.53           | 3,966.73          | 432,326.48 |
| 35           | 4/1/2028  | 40,178.26           | 36,526.57           | 3,651.69          | 394,704.12 |
| 36           | 7/1/2028  | 40,178.26           | 36,844.35           | 3,333.91          | 356,754.43 |
| 37           | 10/1/2028 | 40,178.26           | 37,164.90           | 3,013.36          | 318,474.59 |
| 38           | 1/1/2029  | 40,178.26           | 37,488.23           | 2,690.03          | 279,861.71 |
| 39           | 4/1/2029  | 40,178.26           | 37,814.38           | 2,363.88          | 240,912.90 |
| 40           | 7/1/2029  | 40,178.26           | 38,143.36           | 2,034.90          | 201,625.23 |
| 41           | 10/1/2029 | 40,178.26           | 38,475.21           | 1,703.05          | 161,995.76 |
| 42           | 1/1/2030  | 40,178.26           | 38,809.95           | 1,368.31          | 122,021.52 |
| 43           | 4/1/2030  | 40,178.26           | 39,147.59           | 1,030.67          | 81,699.50  |
| 44           | 7/1/2030  | 40,178.26           | 39,488.18           | 690.08            | 41,026.68  |
| 45           | 10/1/2030 | 40,178.26           | 39,831.73           | 346.53            | 0.00       |
| <b>TOTAL</b> |           | <b>1,808,021.70</b> | <b>1,462,910.00</b> | <b>345,111.70</b> |            |

Interest Rate: 3.48%

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
| By:                               |
| Name:                             |
| Title:                            |

EXHIBIT A

Property Description

---

2019 E-One 100 Platform Fire Truck

VIN # To Be Determined

## EXHIBIT 2

### Lessee's Counsel's Opinion

---

[To be provided on letterhead of Lessee's counsel.]

December 12, 2018

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

City of Starkville  
110 West Main Street  
Starkville, MS 39759  
Attention: Lesa Hardin

RE: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville.

Ladies and Gentlemen:

We have acted as special counsel to City of Starkville ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of December 12, 2018 (the "Master Agreement"), between City of Starkville, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

Re: **Property Schedule No. 1** dated as of December 12, 2018 to the Master Tax-Exempt Lease/Purchase Agreement dated December 12, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_  
(Title of Person to Execute Lease/Purchase Agreement)  
of the City of Starkville ("Lessee") does hereby certify, as of December 12, 2018, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 12, 2018.

City of Starkville

By \_\_\_\_\_  
Signature of Person to Execute Lease/Purchase Agreement

\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 1** dated as of December 12, 2018 to the Master Tax-Exempt Lease/Purchase Agreement dated as of December 12, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Starkville ("Lessee") does hereby certify, as of December 12, 2018, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 12, 2018.

\_\_\_\_\_  
Attest

Print Name  
and Title: \_\_\_\_\_

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

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Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville

PLEASE CHECK EITHER:

**Bank Qualified Tax-Exempt Obligation under Section 265**

\_\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_\_ Not applicable.

**Arbitrage Rebate**

**Eighteen Month Exception:**

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

Lessee: City of Starkville

By:

Name:

Title:

\*Please be sure to select ONE option above.

## **Language for UCC Financing Statements**

### **Property Schedule No. 1**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Starkville

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 1 dated December 12, 2018 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of December 12, 2018, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

---

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of December 12, 2018 and the related Property Schedule No. 1 dated December 12, 2018, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
|                                   |
| By:                               |
| Name:                             |
| Title:                            |

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

|                                                                                                                             |            |                                                                |  |
|-----------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------|--|
| <b>Part I Reporting Authority</b>                                                                                           |            | If Amended Return, check here <input type="checkbox"/>         |  |
| 1 Issuer's name                                                                                                             |            | 2 Issuer's employer identification number (EIN)                |  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)                |            | 3b Telephone number of other person shown on 3a                |  |
| 4 Number and street (or P.O. box if mail is not delivered to street address)                                                | Room/suite | 5 Report number (For IRS Use Only)                             |  |
| 6 City, town, or post office, state, and ZIP code                                                                           |            | 7 Date of issue                                                |  |
| 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 |  |

|                                                                                                 |                            |    |  |
|-------------------------------------------------------------------------------------------------|----------------------------|----|--|
| <b>Part II Type of Issue (enter the issue price).</b> 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 |  |
| 19a If bonds are TANs or RANs, check only box 19a . . . . .                                     | ► <input type="checkbox"/> |    |  |
| b If bonds are BANs, check only box 19b . . . . .                                               | ► <input type="checkbox"/> |    |  |
| 20 If bonds are in the form of a lease or installment sale, check box . . . . .                 | ► <input type="checkbox"/> |    |  |

|                                                                                                         |                         |                 |                                         |                               |           |
|---------------------------------------------------------------------------------------------------------|-------------------------|-----------------|-----------------------------------------|-------------------------------|-----------|
| <b>Part III Description of Bonds.</b> 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                                                                                                      |                         | \$              | \$                                      | years                         | %         |

|                                                                                  |                                                                                                    |    |    |  |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----|----|--|
| <b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b> |                                                                                                    |    |    |  |
| 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 |  |

|                                                                                           |                                                                                                  |   |       |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---|-------|
| <b>Part V Description of Refunded Bonds.</b> 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)                                  |   |       |

**Part VI Miscellaneous**

|            |                                                                                                                                                                                                                          |            |                          |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|
| <b>35</b>  | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .                                                                                                                        | <b>35</b>  |                          |
| <b>36a</b> | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .                                                                                      | <b>36a</b> |                          |
| <b>b</b>   | Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____                                                                                                                                                            |            |                          |
| <b>c</b>   | Enter the name of the GIC provider ► _____                                                                                                                                                                               |            |                          |
| <b>37</b>  | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .                                                                                | <b>37</b>  |                          |
| <b>38a</b> | If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:                                                                    |            |                          |
| <b>b</b>   | Enter the date of the master pool bond ► (MM/DD/YYYY) _____                                                                                                                                                              |            |                          |
| <b>c</b>   | Enter the EIN of the issuer of the master pool bond ► _____                                                                                                                                                              |            |                          |
| <b>d</b>   | Enter the name of the issuer of the master pool bond ► _____                                                                                                                                                             |            |                          |
| <b>39</b>  | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .                                                                                                  |            | <input type="checkbox"/> |
| <b>40</b>  | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .                                                                                                                              |            | <input type="checkbox"/> |
| <b>41a</b> | If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:                                                                                                         |            |                          |
| <b>b</b>   | Name of hedge provider ► _____                                                                                                                                                                                           |            |                          |
| <b>c</b>   | Type of hedge ► _____                                                                                                                                                                                                    |            |                          |
| <b>d</b>   | Term of hedge ► _____                                                                                                                                                                                                    |            |                          |
| <b>42</b>  | If the issuer has superintegrated the hedge, check box . . . . .                                                                                                                                                         |            | <input type="checkbox"/> |
| <b>43</b>  | 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 . . . . . |            | <input type="checkbox"/> |
| <b>44</b>  | If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .                                                                                                         |            | <input type="checkbox"/> |
| <b>45a</b> | If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement . . . . . ► _____                                                        |            |                          |
| <b>b</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 _____ | Date _____ | Type or print name and title _____ |
|-------------------------------------------------------|------------|------------------------------------|

**Paid Preparer Use Only**

|                            |                      |      |                                                 |      |
|----------------------------|----------------------|------|-------------------------------------------------|------|
| Print/Type preparer's name | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed | PTIN |
| Firm's name ► _____        |                      |      | Firm's EIN ► _____                              |      |
| Firm's address ► _____     |                      |      | Phone no. _____                                 |      |

# Instructions for Form 8038-G

(Rev. September 2018)

## Information Return for Tax-Exempt Governmental Bonds



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

### What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

**Note.** The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

### Who Must File

| IF the issue price (line 21, column (b)) is... | THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...                   |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| \$100,000 or more                              | a <b>separate</b> Form 8038-G for <b>each</b> issue.                                                           |
| less than \$100,000                            | Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales. |

### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



**PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.**

### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

### Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

### Definitions

**Bond.** This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

**Taxable bond.** This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

**Tax-exempt bond.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental bond.** A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or

payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

**Issue price.** The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1<sup>1</sup>/<sub>2</sub>% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

**Pooled financing issue.** This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

## Part II—Type of Issue



*Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term “lease” is used in the title of the issue.

## Part III—Description of Bonds

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

## Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

**Line 28.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

## Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

## Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

**Line 38.** If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

**Signature and Consent**

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
  - Enter the preparer information, and
  - Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

|                                                                                  |                |
|----------------------------------------------------------------------------------|----------------|
| <b>Learning about the law or the form</b> . . . . .                              | 2 hr., 41 min. |
| <b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . . | 3 hr., 3 min.  |

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not** send the form to this address. Instead, see *Where To File*, earlier.

## VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated December 12, 2018 and related Property Schedule No. 1 dated December 12, 2018, between City of Starkville as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

### THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
1310 MADRID STREET  
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

|                                                                  |                                   |
|------------------------------------------------------------------|-----------------------------------|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> | <b>Lessee: City of Starkville</b> |
| By:                                                              | By:                               |
| Name:                                                            | Name:                             |
| Title:                                                           | Title:                            |
| Date:                                                            | Date:                             |

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of December 12, 2018 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Starkville ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of December 12, 2018 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated December 12, 2018 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$1,462,910.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow

Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

|                                                                             |
|-----------------------------------------------------------------------------|
| U.S. Bancorp Government Leasing and Finance, Inc., as Lessor                |
| By:                                                                         |
| Name:                                                                       |
| Title:                                                                      |
| Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100<br>Portland, OR 97223 |

|                                                       |
|-------------------------------------------------------|
| City of Starkville, as Lessee                         |
| By:                                                   |
| Name:                                                 |
| Title:                                                |
| Address: 110 West Main Street<br>Starkville, MS 39759 |

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent                                                                    |
| By:                                                                                                                |
| Name:                                                                                                              |
| Title:                                                                                                             |
| Address: U.S. Bank National Association<br>950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor<br>Denver, CO 80202 |

**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Starkville

---

Company Name

---

Signature of Authorized Directing Party

---

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

---

Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| CTS01010A | <b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.                                                                                                                                                                        | WAIVED  |
| CTS04460  | <b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.                                                                                                                                                                                                                                                                | WAIVED  |
|           | <b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.                                                                                                                                                                                                    | At Cost |
|           | <b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. |         |

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

### EXHIBIT 3

#### REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of December 12, 2018 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), City of Starkville (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of December 12, 2018 (the "*Master Agreement*") and Property Schedule No. 1 thereto dated December 12, 2018 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

| PAYEE | AMOUNT | INVOICE NO. | EQUIPMENT |
|-------|--------|-------------|-----------|
|       |        |             |           |
|       |        |             |           |
|       |        |             |           |

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: \_\_\_\_\_

|                                                                  |
|------------------------------------------------------------------|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> |
| By:                                                              |
| Name:                                                            |
| Title:                                                           |

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
| By:                               |
| Name:                             |
| Title:                            |

## Exhibit 4

### Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: \_\_\_\_\_

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
|                                   |
| By:                               |
| Name:                             |
| Title:                            |

**Exhibit 6**

**Class Action Negative Consent Letter**

December 12, 2018

City of Starkville  
110 West Main Street  
Starkville, MS 39759

RE: USBGLF/City of Starkville - - Class Action Litigation Claims

Dear Lesa Hardin:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Mike McGuire  
Vice President  
303-585-4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                     |
|                                                        | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     |
|                                                        | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|                                                        | 5 Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional)                                                                                                                                                                                                                             |
|                                                        | 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                     |
|                                                        | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |   |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|--|--|
| Social security number         |  |  |  |   |  |  |  |   |  |  |  |
|                                |  |  |  | - |  |  |  | - |  |  |  |
| or                             |  |  |  |   |  |  |  |   |  |  |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |  |  |
|                                |  |  |  | - |  |  |  |   |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                            |        |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ► | Date ► |
|-----------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .                                                                                                                                                                                                                                                   | THEN check the box for . . .                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| • Corporation                                                                                                                                                                                                                                                                                  | Corporation                                                                                                                     |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                                                                                                                             | Individual/sole proprietor or single-member LLC                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership                                                                                                                                                                                                                                                                                  | Partnership                                                                                                                     |
| • Trust/estate                                                                                                                                                                                                                                                                                 | Trust/estate                                                                                                                    |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>                                                                                                                                                             |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4                                                                                                                                                                                     |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:                                                                                      | Give name and SSN of:                                                                                   |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                  | The individual                                                                                          |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                               | Each holder of the account                                                                              |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)                                                   | The minor <sup>2</sup>                                                                                  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                              | The grantor-trustee <sup>1</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>                                                                           |
| 6. Sole proprietorship or disregarded entity owned by an individual                                            | The owner <sup>3</sup>                                                                                  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor*                                                                                            |
| For this type of account:                                                                                      | Give name and EIN of:                                                                                   |
| 8. Disregarded entity not owned by an individual                                                               | The owner                                                                                               |
| 9. A valid trust, estate, or pension trust                                                                     | Legal entity <sup>4</sup>                                                                               |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation                                                                                         |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization                                                                                        |
| 12. Partnership or multi-member LLC                                                                            | The partnership                                                                                         |
| 13. A broker or registered nominee                                                                             | The broker or nominee                                                                                   |

| For this type of account:                                                                                                                                                                   | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: December 12, 2018

Property Schedule No: 1

To: City of Starkville (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the  
"Lessor")  
1310 Madrid Street  
Marshall, MN 56258

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$1,462,910.00, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

|               |  |  |
|---------------|--|--|
| Agency/Agent: |  |  |
| Address:      |  |  |
| Phone/Fax:    |  |  |
| Email:        |  |  |

|                                   |
|-----------------------------------|
| <b>Lessee: City of Starkville</b> |
| By:                               |
| Name:                             |
| Title:                            |

**TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-5985. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.**

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name of Agency: **X**\_\_\_\_\_

By: **X**\_\_\_\_\_  
(Agent's Signature)

Print Name: **X**\_\_\_\_\_

Date: **X**\_\_\_\_\_

**Insurable Value: \$1,462,910.00**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 1**



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

**AGENDA ITEM DEPT:** Human Resources  
**AGENDA DATE:** January 15, 2019  
**Page:** 1

**SUBJECT:**

Request authorization to hire Briana Calvert as a part-time Receptionist 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:**

The Board approved to advertise for this position on December 18, 2018. This position was previously held by Koretta Reed who resigned.

**REQUESTING DEPARTMENT:**

Starkville Parks & Recreation Department

**DIRECTOR'S AUTHORIZATION:**

Gerry Logan, Executive Director of Parks & Recreation

**FOR MORE INFORMATION CONTACT:**

Nav Ashford, Human Resources Director

**SUGGESTED MOTION:**

Move approval to hire Briana Calvert as a part-time Receptionist in the Starkville Parks & Recreation Department.



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

**AGENDA ITEM DEPT:** Human Resources  
**AGENDA DATE:** January 15, 2018  
**Page:** 1

**SUBJECT:**

Request authorization to advertise for a full-time temporary Seasonal Employee (Maintenance Worker) assigned to the Street Department.

**AMOUNT & SOURCE OF FUNDING:**

These position will be paid only for actual hours worked at \$10.00 per hour. These position will not be eligible for benefits.

**FISCAL NOTE:**

Cost for a full-time temporary seasonal employees, for up to one-hundred twenty (120) days, are estimated at \$9,600.00. The necessary funds are available in the General Fund. No additional appropriation is necessary. This department has budgeted personnel funds available for this item.

**AUTHORIZATION HISTORY:**

Last year the Street Department hired two (2) seasonal employees to assist the Street Department in maintaining the city signage, striping and other miscellaneous city owned properties. This year, the Street Department seeks seasonal employees to perform diverse task associated with the repair and maintenance of city street signs.

Using temporary crews is substantially less expensive than adding regular full-time staff, and allows for a significant amount of additional work to be completed each year for a minimal comparative cost, while giving entry-level employment opportunities for local workers during the summer months.

**REQUESTING DEPARTMENT:**

Starkville Engineering Department

**DIRECTOR'S AUTHORIZATION:**

Edward Kemp, City Engineer

**FOR MORE INFORMATION CONTACT:**

Edward Kemp, City Engineer or Nav Ashford, Human Resources Director

**SUGGESTED MOTION:**

Move approval to advertise for a full-time temporary Seasonal Employee (Maintenance Worker) assigned to the Street Department.

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

**AGENDA ITEM DEPT:** Human Resources  
**AGENDA DATE:** January 15, 2019  
**Page:** 1

**SUBJECT:**

Request authorization to advertise for a Digital Media/Communication Specialist Intern for the City of Starkville.

**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. Total estimated compensation costs would be split amongst Starkville Utilities and the City.

**AUTHORIZATION HISTORY:**

This position was previously held by Dallas Brock who is resigning. He graduated in December 2018.

**REQUESTING DEPARTMENT:**

Starkville Utilities

**DIRECTOR'S AUTHORIZATION:**

Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:**

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

**SUGGESTED MOTION:**

Move approval to advertise for a Digital Media/Communication Specialist Intern for the City of Starkville.



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

**AGENDA ITEM DEPT.:** Park and Recreation  
**AGENDA DATE:**  
**PAGE:** 1 of 4

**SUBJECT:** Consideration of approval of Parks and Recreation concessions agreement with Fred Tate, sole RFP received, in the amount of \$1,000.00

**AMOUNT & SOURCE OF FUNDING:** No expense.

**FISCAL NOTE:** Concessions vendor operates concessions facilities in Travis Outlaw Center, both softball concessions stands at the Starkville Sportsplex, and the one concession stand at McKee Park.

**AUTHORIZATION HISTORY:** Board approved to advertise for Concessions Services on December 18, 2018.

**REQUESTING  
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S  
AUTHORIZATION:** Gerry Logan

**FOR MORE INFORMATION CONTACT:** Gerry Logan, (662) 323-2294, [glogan@starkvilleparks.com](mailto:glogan@starkvilleparks.com)

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**SUGGESTED MOTION:**

Move approval of the Parks and Recreation concessions agreement with Fred Tate in the amount of \$1,000.00.

## **LEASE AGREEMENT CONCESSION STANDS**

This agreement is made and entered into this 15<sup>th</sup> day of January, 2019, by and between the City of Starkville, hereinafter called “City” and Fred Tate, hereinafter called the “Lessee”, and shall run through December 31, 2019, pursuant to the following terms and conditions:

WHEREAS, the “City” is the owner of the 5 concession stands located at the Sportsplex and McKee Park;

WHEREAS both parties agree that the function of the buildings is to:

- provide well prepared snacks and meals for visitors and spectators to the area
- provide a clean and pleasant atmosphere for visitors and spectators to the area

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

**The “City” 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:

**Youth**

- 1 refrigerator
- 1 upright drink cooler
- 1 flat drink cooler
- 1 freezer
- 1 popcorn machine
- 1 grill
- 1 hotdog roller
- 1 bun warmer
- 1 nacho cheese warmer
- 1 ice machine
- 1 coffee maker
- 1 chip warmer

**Gym (Inside Multipurpose Facility)**

- 2 flat drink coolers
- 1 grill
- 1 refrigerator
- 1 hotdog roller
- 1 popcorn machine
- 1 freezer
- 1 range/oven

**Adult**

- 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. Pay the City a fee of \$1,000.00 in one lump sum or on a periodic payment schedule approved by Lessee and the City.
2. 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 City will pick them up the next day).
3. Assume responsibility for operation commencing the date of execution of this agreement and continuing through December 31, 2019. The Lessee will notify the City if the Concession Stand will not be open during its regular scheduled times and post a sign at the site indicating the same.
4. Relinquish the concession stand when other parties lease out the concession stand due to tournament, 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.
5. Concession Stands must be filled one hour before game time, no vehicles are allowed after that time.
6. Implement a minimum of five Healthy Eating and Physical Activity (HEPA) Standards for all food, snacks and drinks served. These standards are provided as an attachment.
7. 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.

City of Starkville

Per:

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D. Lynn Spruill, Mayor

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Fred Tate

## Healthy Eating and Physical Activity (HEPA) Standards

| Healthy Eating                                                                                                                                                                                                                  | Physical Activity                                                                                                                                                                          | Youth and Family Education                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Serve a fruit <sup>1</sup> or vegetable <sup>2</sup> at every snack and meal.                                                                                                                                                   | Dedicate at least 20% or at least 30 minutes of morning or afterschool program time to physical activity and at least 60 minutes for a full day program.                                   | Offer evidence-based nutrition education to youth. |
| Serve only foods with no artificial trans fats. <sup>3</sup>                                                                                                                                                                    |                                                                                                                                                                                            |                                                    |
| Serve only whole grain-rich products. <sup>4</sup>                                                                                                                                                                              | Provide physical activities in which youth are moderately to vigorously <sup>12</sup> active for at least 50% of the physical activity time.                                               |                                                    |
| Serve only non-fat or reduced fat yogurt and cheese.                                                                                                                                                                            |                                                                                                                                                                                            |                                                    |
| Serve only lean meat, skinless poultry, seafood, beans/legumes or eggs.                                                                                                                                                         | Ensure physical activity takes place outdoors whenever possible.                                                                                                                           |                                                    |
| Serve only packaged snacks or frozen desserts that meet the USDA Smart Snacks in School nutrition standards. <sup>5</sup>                                                                                                       |                                                                                                                                                                                            |                                                    |
| Provide plain potable water <sup>6</sup> at all times at no cost to youth and staff.                                                                                                                                            | Do not permit access to television or movies.                                                                                                                                              |                                                    |
| Serve only plain low-fat milk, plain or flavored nonfat milk or milk alternative <sup>7</sup> limited to 8 fluid ounces per day for elementary school students and 12 fluid ounces per day for middle and high school students. |                                                                                                                                                                                            |                                                    |
| Serve only 100% fruit or vegetable juice with no added sweeteners or 100% juice diluted with water with no added sweeteners. <sup>8</sup>                                                                                       | Limit digital device time to less than one hour per day and digital device use is limited to homework or activities that engage youth in moderate to vigorous intensity physical activity. |                                                    |
| Serve no soda, sports drinks or juice drinks <sup>9</sup> to elementary school or middle school students.                                                                                                                       |                                                                                                                                                                                            |                                                    |
| Serve no full-calorie soda or full-calorie sports drinks, but may serve diet soda, low-calorie sports drinks or other low calorie <sup>10</sup> beverages to high school students.                                              |                                                                                                                                                                                            |                                                    |
| Serve only non-caffeinated beverages. <sup>11</sup>                                                                                                                                                                             |                                                                                                                                                                                            |                                                    |

<sup>1</sup> Fruit may only be fresh; canned or frozen in water, 100% juice, extra light or light syrup; dried with no added sweeteners; or 100% fruit juice with no added sweeteners may only be counted as a fruit/vegetable serving a maximum of two times per week. Dried fruit with a small amount of sugar added for processing/palatability, such as cranberries or tart cherries, is acceptable. Examples of added sweeteners include: sugar, corn syrup, dextrose, fructose, high fructose corn syrup, malt syrup, molasses and sucrose.

<sup>2</sup> Vegetables may only be fresh, canned or frozen with no added ingredients except water or dried with no added ingredients. Products with a small amount of sugar for processing are acceptable.

<sup>3</sup> Artificial trans fats are often found in fried foods, bakery products, stick margarine and shortening. Another name for trans fats is "partially hydrogenated oils".

<sup>4</sup> Whole grain-rich products are those where the first ingredient listed is whole grain (or the second ingredient, if the first is water); the product contains 50% or more whole grains by weight; the product contains 8 grams whole grain; or the product bears the FDA approved health claim "diets rich in whole grain foods and other plant foods and low in total fat, saturated fat and cholesterol may reduce the risk of heart disease and some cancers."

<sup>5</sup> USDA Smart Snacks in School nutrition standards can be found at: [http://www.fns.usda.gov/sites/default/files/allfoods\\_flyer.pdf](http://www.fns.usda.gov/sites/default/files/allfoods_flyer.pdf)

<sup>6</sup> Includes tap or plain bottled water.

<sup>7</sup> Low-fat milk refers to 1% fat. Non-fat milk refers to skim or 0% fat. Nutritionally equivalent milk alternatives (calcium and Vitamin fortified) are acceptable.

<sup>8</sup> Diluted juice products, with no added sweetener, with or without carbonation are acceptable. Limit to 8 ounces per day for elementary school students and 12 ounces per day for middle and high school students. Sweeteners include nutritive and non-nutritive (artificial) sweeteners. Examples of added nutritive sweeteners include: sugar, corn syrup, dextrose, high fructose corn syrup, malt syrup, molasses and sucrose. Examples of non-nutritive sweeteners include: aspartame, acesulfame-K, neotame, saccharin, sucralose and stevia.

<sup>9</sup> Juice drinks include products that are not 100% juice and contain added sugars. Examples of added sugars include: sugar, corn syrup, dextrose, high fructose corn syrup, malt syrup, molasses and sucrose.

<sup>10</sup> Diet beverages include those that are labeled to contain ≤5 calories per 8 oz. or ≤10 calories per 20 oz. These beverages should be limited to 20 oz. serving sizes per day. Other low calorie beverages include those that are labeled to contain ≤40 calories per 8 oz. or ≤60 calories per 12 oz. These beverages should be limited to 12 oz. serving sizes per day.

<sup>11</sup> Products that contain trace amounts of naturally occurring caffeine are acceptable.

<sup>12</sup> Moderate and vigorous intensity activities are activities that cause an increase in heart rate and breathing and body temperature.



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

**AGENDA ITEM DEPT.:** Police  
**AGENDA DATE:** 01/15/2019  
**PAGE:** 1 of 11

**SUBJECT:** REQUEST CONSIDERATION OF A THYSSENKRUPP CORPORATION AGREEMENT FOR A VERTICAL TRANSPORTATION AT THE STARKVILLE POLICE DEPARTMENT FOR SIXTY MONTHS AT \$325.21 PER MONTH.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:** STARKVILLE POLICE DEPT.

**DIRECTOR'S  
AUTHORIZATION:** R. FRANK NICHOLS  
662-323-2700

**FOR MORE INFORMATION CONTACT:**

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**SUGGESTED MOTION:**

# Gold Service Agreement

**Purchaser:** City Of Starkville  
110 W Main St  
Starkville, MS 39759-2823

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
197 Interstate Dr Ste B  
Richland, MS 39218  
Phone: 601-922-9400  
Fax: 866-251-6528  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

### Equipment To Be Maintained

| Building Name          | Building Location | Manufacturer | Type Of Unit | Unit ID | # Of Stops |
|------------------------|-------------------|--------------|--------------|---------|------------|
| Starkville Police Dept | 101 E Lampkin St  |              | Hydro MRL    |         | 2          |



# Gold Service Agreement

## **Preventative Maintenance Program**

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - o Control and landing positioning systems
  - o Signal fixtures
  - o Machines, drives, motors, governors, sheaves, and wire ropes
  - o Power units, pumps, valves, and jacks
  - o Car and hoistway door operating devices and door protection equipment
  - o Loadweighers, car frames and platforms, and counterweights
  - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

# Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## **Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## **Overtime Service Requests**

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

## **Digital Customer Experience**

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

## **☒ Service History Website:**

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

# Gold Service Agreement

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way.

ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

# Gold Service Agreement

## ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

### Section 1, Elevator Detail:

Total number of elevators in Building : \_\_\_\_\_

| Elevator # | Elevator Telephone Number including Area Code |  | Elevator # | Elevator Telephone Number including Area Code |
|------------|-----------------------------------------------|--|------------|-----------------------------------------------|
|            |                                               |  |            |                                               |
|            |                                               |  |            |                                               |
|            |                                               |  |            |                                               |
|            |                                               |  |            |                                               |
|            |                                               |  |            |                                               |
|            |                                               |  |            |                                               |
|            |                                               |  |            |                                               |

### Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

|   | Contact Name | Title | Primary Telephone # | Secondary Telephone # |
|---|--------------|-------|---------------------|-----------------------|
| 1 |              |       |                     |                       |
| 2 |              |       |                     |                       |
| 3 |              |       |                     |                       |

### Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: ( ) -

Phone # for Local Fire Department: ( ) -

### Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

#### ☒ Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

# Gold Service Agreement

## **Product Information**

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

## **Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## **Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

# Gold Service Agreement

## **Items Not Covered**

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

## **Other Conditions**

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms

# Gold Service Agreement

of this agreement. Except to the extent same is caused by ThyssenKrupp elevators negligence. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**MAX Considerations:** Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

# Gold Service Agreement

## **Price.**

The price for the services as stated in this agreement shall be Three Hundred Twenty Five Dollars and Twenty One Cents (\$325.21) per month, excluding taxes, payable Quarterly in advance.

## **Term**

This agreement is effective for Sixty (60) month(s) starting 1/22/2019. This agreement may be canceled by either party upon 90 days written notice. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

## **Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

## **Early Payment Discount**

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

## **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following.

If Thyssenkrupp suspends maintenance for any material period of time due to non-payment, it will not accept liability for anything that occurs during the period of suspension, particularly if the period is significant enough that it permits or causes damage to the equipment due to lack of maintenance.

Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence

## **Special Considerations**

No Special Considerations.

# Gold Service Agreement

## Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

| ThyssenKrupp Elevator Corporation:                                                                                                                                    | City Of Starkville:                                                                                                                                             | ThyssenKrupp Elevator Corporation Approval:                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| By: _____<br>(Signature of ThyssenKrupp Elevator Representative)<br><br>Ron Cannon<br>Account Manager<br>ron.cannon@thyssenkrupp.com<br><br>_____<br>(Date Submitted) | By: _____<br>(Signature of Authorized Individual)<br><br>_____<br>(Print or Type Name)<br><br>_____<br>(Print or Type Title)<br><br>_____<br>(Date of Approval) | By: _____<br>(Signature of Authorized Individual)<br><br>Joey Howell<br>Branch Manager<br><br>_____<br>(Date of Approval) |



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

**AGENDA ITEM DEPT.: POLICE  
AGENDA DATE: 1/15/2019  
PAGE: 1 of 3**

**SUBJECT:** REQUEST AUTHORIZATION FOR OFFICER ANGELICA COLBERT TO ATTEND A D.A.R.E. CLASS IN LOUISVILLE, MS.

**AMOUNT & SOURCE OF FUNDING:** \$1,499.00

001-230-690-552

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S  
AUTHORIZATION:** R. FRANK NICHOLS  
CHIEF OF POLICE  
662-323-2700

**FOR MORE INFORMATION CONTACT:**

---

**SUGGESTED MOTION:** MOVE APPROVAL FOR ALGELICA COLBERT TO ATTEND A D.A.R.E. CLASS IN LOUISVILLE, MS. COST OF \$1,499.00 INCLUDES, LUNCHES, MATERIALS, SUPPLIES, REGISTRATION AND TRAINING.

# **2019 Basic DARE Officer Training**

*Posted on:* September 6th, 2018

## **2019 Basic DARE Officer Training**

- January 28 – February 8, 2019
- Louisville, MS @ Lake Tiak O'Khata
- Cost: \$1,499 and INCLUDES all lodging, lunches, materials, supplies, registration, and training.
- [DARE Officer Training Application](#)

NEXT BASIC DARE Officer Training will be scheduled for August 2019.

Contact: Lt. Sheri Hall – 662.871.4807

[SEND EMAIL](#)

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

**AGENDA ITEM DEPT:** Utilities  
**AGENDA DATE:** January 15, 2019  
**PAGE:** 1 of 2

**SUBJECT:** Request authorization to advertise for bids for the South Montgomery Street at Academy Drive Traffic Signal Renovations.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY**

**REQUESTING  
DEPARTMENT:** Utilities

**DIRECTOR'S  
AUTHORIZATION:** Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

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**SUGGESTED MOTION:**

---

Move approval to advertise for bids for the South Montgomery Street at Academy Drive Traffic Signal Renovations.

---

**INVITATION FOR BIDS**  
**ADVERTISEMENT FOR BIDS**  
**CITY OF STARKVILLE UTILITIES**

Notice is hereby given that the City of Starkville will receive sealed bids for SOUTH MONTGOMERY STREET AT ACADEMY DRIVE TRAFFIC SIGNAL RENOVATIONS in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to [bids@cityofstarkville.org](mailto:bids@cityofstarkville.org) by 9:00 A.M. local time on February 21, 2019, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.  
P. O. Box 2558  
Starkville, Mississippi 39760-2558  
Telephone (662) 324-5658

The bid opening will be held in the City Clerk Conference Room at City Hall, interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

BY: \_\_\_\_\_  
Lesa Hardin, City Clerk

PUBLISH:  
January 22, 2019  
January 29, 2019

Starkville Daily News



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

**AGENDA ITEM NO:**  
**AGENDA DATE: January 16, 2019**  
**PAGE: 1**

**SUBJECT:** Request approval of lowest and best quote from Kusters-Water in the amount of \$6,600.00 for the labor to replace the failed filter and bar screen at the Wastewater Plant.

**AMOUNT & SOURCE OF FUNDING:** 2019 Budget

**FISCAL NOTE:** Two quotes received: Kusters-Water \$6,600.00  
Orman's \$8,500.00

**AUTHORIZATION HISTORY**

**REQUESTING**  
**DEPARTMENT:** Utilities

**DIRECTOR'S**  
**AUTHORIZATION:** Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

---

**SUGGESTED MOTION:**

---

Move approval for awarding the lowest and best quote to Kusters-Water in the amount of \$6,600.00 for the labor to replace the failed filter and bar screen at the Wastewater plant.

---

**Orman's Welding & Fabrication, Inc.**

640 Curtis Orman Road

West Point, MS 39773

Telephone 662-494-9471

Fax 662-494-0863

[ormansweldingfab@bellsouth.net](mailto:ormansweldingfab@bellsouth.net)

**Attn:** Mr. Thomas Ware

**Date:** December 13, 2018

**Description:** To remove bar screen and rebuild with parts supplied, then reinstall the price w/  
\$8,500.00

After p.o. is received and work is scheduled, it will take 7 - 10 days to do work.

all parts to be provided by Starkville Lagoon.

No electrical work to be done by us.

**EST. Price** \$8,500.00

**Thank you,**

\*All Inclusive

Larry Fretz

Plus applicable taxes.

# Quotation: SP-03256-18

Customer Number: 193553

Page: 1 of 2

**Customer:**

TERRY KEMP  
CITY OF STARKVILLE  
101 EAST LAMPKIN STREET  
ACCOUNTS PAYABLE  
STARKVILLE, MS 39259  
UNITED STATES

**Phone:** 662-323-7211 X101  
tkemp@starkvilleutilities.com

**Fax:**

**Quotation**

**Date:** 12/14/2018  
**Expiration:** 1/14/2019  
**Terms:** N/30 Freight Billed  
**FOB:** EXWORKS  
**Leadtime:** See Below for Lead Time

**Quote Specifications**

REF WTI JOB#

MODEL 700/60/10

PLEASE NOTE: MACHINE MUST ALREADY BE OUT OF THE CHANNEL AT THE TIME SERVICE IS PERFORMED.

| Line No | Qty | Part ID#<br>Description                                                                                                                                                                                                                                                       | Unit Price | Extended Price |
|---------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1       | 1   | SITE SERVICE<br>KZC SERVICE TECHNICIAN WILL ASSIST IN THE FOLLOWING:<br><br>REMOVAL OF EXISTING PARTS AND INSTALLATION OF REPLACEMENT PARTS SPECIFIED IN KZC QUOTE# SP-03248-18<br><br>3 DAYS ON SITE<br><br>AIRFARE, RENTAL CAR, HOTELS, MEALS, MILEAGE INCLUDED IN PRICING. | 6,600.00   | \$6,600.00     |

**Quotation Total (US Dollars):** **\$6,600.00**

| Line<br>No | Qty | Part ID# (Cust Part #)<br>Description | Unit<br>Price | Extended<br>Price |
|------------|-----|---------------------------------------|---------------|-------------------|
|------------|-----|---------------------------------------|---------------|-------------------|

**AUTHORIZED SIGNATURES**

  
**GEORGE KELLUM**

1. All prices are stated in US Dollars.
2. Minimum order of \$50 required.
3. Quote is valid for 30 days from the date of the quote.
4. Any applicable Banking fees, Sales, Use, Excise or other Taxes or Duties shall be paid by the buyer directly to the appropriate authority. If Tax Exempt, an Exempt Certificate must be sent with the Purchase Order.
5. A Purchase Order issued to Kusters Water, P.O. Box 6128, Spartanburg, SC 29304, is required for Order Entry.
6. An estimated shipping date will be confirmed at the time of order placement based on the current manufacturing load at that time.



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

**AGENDA ITEM NO:**  
**AGENDA DATE: January 16, 2019**  
**PAGE: 1**

**SUBJECT:** Request approval of lowest and best quote from Kusters-Water (manufacturer) in the amount of \$18,826.00 for the material to replace the failed filter and bar screen at the Wastewater Plant.

**AMOUNT & SOURCE OF FUNDING:** 2019 Budget

**FISCAL NOTE:** Two quotes received: Kusters-Water \$18,826.00  
ETEC \$18,826.00

**AUTHORIZATION HISTORY**

**REQUESTING**  
**DEPARTMENT:** Utilities

**DIRECTOR'S**  
**AUTHORIZATION:** Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

---

**SUGGESTED MOTION:**

---

Move approval for awarding the lowest and best quote to Kusters-Water (manufacturer of equipment) in the amount of \$18,826.00 for the material to replace the failed filter and bar screen at the Wastewater plant.

---

**Customer:**

 TERRY KEMP  
 CITY OF STARKVILLE  
 101 EAST LAMPKIN STREET  
 ACCOUNTS PAYABLE

 STARKVILLE, MS 39259  
 UNITED STATES

**Phone:** 662-323-7211 X101  
 tkemp@starkvilleutilities.com

**Fax:**
**Quotation**
**Date:** 12/11/2018  
**Expiration:** 12/31/2018  
**Terms:** NET 30 DAYS FREIGHT PREPAID &  
 ADDED TO INVOICE  
**FOB:** EXWORKS, SPARTANBURG SC  
**Leadtime:** See Below for Lead Time

**Quote Specifications**

REF WTI JOB# 636-99

FBS MODEL 700/60/10

| Line No | Qty | Part ID#<br>Description                                     | Unit Price | Extended Price |
|---------|-----|-------------------------------------------------------------|------------|----------------|
| 1       | 2   | B791471/304<br>SPROCKET, SPLIT, FILTER SCREEN TOP 304SS     | 620.00     | \$1,240.00     |
| 2       | 2   | B782999/316<br>HUB, TOP SPROCKET (Ø60mm SHAFT) 316SS        | 600.00     | \$1,200.00     |
| 3       | 10  | B792517<br>BOLT, SPECIAL PH17-4 FOR TOP SPROCKET            | 30.00      | \$300.00       |
| 4       | 2   | A117903<br>DEVICE, SHAFT LOCKING 60MM ID X 90MM OD          | 139.00     | \$278.00       |
| 5       | 2   | A610500<br>V-RING, V-60S                                    | 8.00       | \$16.00        |
| 6       | 2   | A117898<br>BEARING, TAKE-UP                                 | 176.00     | \$352.00       |
| 7       | 1   | B778096<br>SHAFT, DRIVE (SA77)<br>RB=700<br><br>MAT'L=304SS | 1,110.00   | \$1,110.00     |

VM-09\_0

| Line No | Qty | Part ID# (Cust Part #)<br>Description                                                  | Unit Price | Extended Price |
|---------|-----|----------------------------------------------------------------------------------------|------------|----------------|
| 8       | 2   | A118405<br>BEARING, FLANGE 40MM 2 BOLT                                                 | 72.00      | \$144.00       |
| 9       | 7   | A114965<br>BRUSH, ROUND SYSTEM 2 STANDARD                                              | 140.00     | \$980.00       |
| 10      | 1   | B778106<br>ROLL, BRUSH (FOR SA67)<br>304SS<br><br>RB=700                               | 2,574.00   | \$2,574.00     |
| 11      | 2   | C783024/304 W/B788445<br>SPROCKET, BOTTOM W/ B788445 304SS                             | 970.00     | \$1,940.00     |
| 12      | 2   | D779103/304<br>SHAFT, FILTER SCREEN LOWER SPROCKET                                     | 420.00     | \$840.00       |
| 13      | 2   | B783025/304<br>CAP, BOTTOM SPROCKET, FILTER SCREEN 304                                 | 95.00      | \$190.00       |
| 14      | 2   | A120014<br>O-RING, BOTTOM SPROCKET                                                     | 8.00       | \$16.00        |
| 15      | 2   | A161622<br>V-RING V70-A FOR 106.5 & 116.5                                              | 14.00      | \$28.00        |
| 16      | 2   | A161619<br>RING,RETAINER,D50 S/S                                                       | 12.00      | \$24.00        |
| 17      | 20  | A115002<br>CHAIN, V2A SCREEN 1.4301/1.4122 (200mm)<br>2 STRANDS AT 46 LINKS PER STRAND | 170.00     | \$3,400.00     |
| 18      | 2   | A125219<br>CHAIN, OFFSET LINK, FILTER SCREEN                                           | 105.00     | \$210.00       |
| 19      | 1   |                                                                                        | 2,290.00   | \$2,290.00     |

VM-09\_0

| Line No | Qty | Part ID# (Cust Part #)<br>Description                                                                                                                                                                                                 | Unit Price | Extended Price |
|---------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
|         |     | CUSTOM GEARMOTOR<br>SCREEN DRIVE                                                                                                                                                                                                      |            |                |
| 20      | 1   | D782940<br>PANEL, SCREEN RB UP TO 1700<br>PLEASE NOTE: QUANTITY IS BASED OFF THE ASSUMPTION THAT THE MISSING PANEL IS THE ONLY ONE THAT NEEDS TO BE REPLACED. CONFIRMATION NEEDED TO KNOW THAT ALL OTHER PANELS ARE 100% SERVICEABLE. | 630.00     | \$630.00       |
| 21      | 10  | A115392<br>BRUSH, TOP SPROCKET                                                                                                                                                                                                        | 20.00      | \$200.00       |
| 22      | 6   | A115418<br>BRUSH, SIDE WITH 2 M8 X 25 BOLTS                                                                                                                                                                                           | 89.00      | \$534.00       |
| 23      | 1   | LOT OF CHAIN TO PANEL HARDWARE<br>304 SS<br><br>FHMS M10 X 25 (94)<br><br>FHMS M10 X 30 (94)<br><br>PLASTIC DISC SPACERS (94)<br><br>M10 L/W (188)<br><br>M10 NYLOCKS (188)                                                           | 330.00     | \$330.00       |

**Quotation Total (US Dollars):**
**\$18,826.00**
**AUTHORIZED SIGNATURES**
**Customer Acceptance**
  
**GEORGE KELLUM**

1. All prices are stated in US Dollars.
2. Minimum order of \$50 required.
3. Quote is valid for 30 days from the date of the quote.
4. Any applicable Banking fees, Sales, Use, Excise or other Taxes or Duties shall be paid by the buyer directly to the appropriate authority. If Tax Exempt, an Exempt Certificate must be sent with the Purchase Order.
5. A Purchase Order issued to Kusters Water, PO. Box 6128, Spartanburg, SC 29304, is required for Order Entry.
6. An estimated shipping date will be confirmed at the time of order placement based on the current manufacturing load at that time.

# ENVIRONMENTAL TECHNICAL SALES, INC.

7731 OFFICE PARK BOULEVARD  
BATON ROUGE, LA 70809-7602

# Q U O T E

Quote Number: **19-0004**

Quote Date: **Jan 3, 2019**

Page: **1**

**Contact Abigail Ally**

Voice: (225) 295-1200

Cell: (985) 373-1668

Fax: (225) 295-1800

Email: [AAlly@ETEC-Sales.com](mailto:AAlly@ETEC-Sales.com)

**Customer Contact:**

**Contact: Terry Kemp**

Email: [TKemp@starkvilleutilities.com](mailto:TKemp@starkvilleutilities.com)

Voice: (662) 323-7211 x 101

Cell:

Fax:

**Ship To:**

**Town of Starkville**

Starkville Town Hall  
101 Lampkin Street  
Starkville, MS 39759

| Customer ID | Good Through | Manufacturer / Lead Time | Sales Rep. Name |
|-------------|--------------|--------------------------|-----------------|
| STARKVILLE  | 2/4/19       | Kusters 636-99 / ETA TBD | Abigail Ally    |

| Quantity | Part Number          | Description                               | Unit Price   | Extended Price   |
|----------|----------------------|-------------------------------------------|--------------|------------------|
| 2.00     | B791471/304          | Sprocket, Split, Filter Screen Top 304 SS | 620.00       | 1,240.00         |
| 2.00     | B782999/316          | Hub, Top Sprocket (O60mm Shaft) 316SS     | 600.00       | 1,200.00         |
| 10.00    | B792517              | Bolt, Special PH17-4 for Top Sprocket     | 30.00        | 300.00           |
| 2.00     | A117903              | Shaft Locking Device 60mm ID x 90mm OD    | 139.00       | 278.00           |
| 2.00     | A610500              | V-Ring, V60S                              | 8.00         | 16.00            |
| 2.00     | A117898              | Bearing, Take Up 60mm W/UC 212 Insert     | 176.00       | 352.00           |
| 1.00     | B778096              | Drive Shaft SA77 RB 1000mm 316SS 60.60    | 1,110.00     | 1,110.00         |
|          |                      | Chain Drive Shaft                         |              |                  |
| 2.00     | A118405              | Bearing, Flange 40mm 2 Bolt               | 72.00        | 144.00           |
| 7.00     | A114965              | Brush, Round System 2 Standard            | 140.00       | 980.00           |
| 1.00     | B778106              | Roll, Brush for SA67 RB 1000mm, 316 SS    | 2,574.00     | 2,574.00         |
|          |                      | Brush Shaft                               |              |                  |
| 2.00     | C783024/304w/B788445 | Sprocket, Bottom with B788445 304SS       | 970.00       | 1,940.00         |
| 2.00     | D779103/304          | Shaft, Filter Screen Lower Sprocket       | 420.00       | 840.00           |
| 2.00     | B783025/304          | Cap, Bottom Sprocket, Filter Screen 304   | 95.00        | 190.00           |
| 2.00     | A120014              | O-Ring, Bottom Sprocket                   | 8.00         | 16.00            |
| 2.00     | A161622              | V-Ring, V70-A for 106.5 & 116.5           | 14.00        | 28.00            |
| 2.00     | A161619              | Ring, Retainer, D50 S/S                   | 12.00        | 24.00            |
| 20.00    | A115002              | Chain, V2A Screen 1.4301/1.4122 (200mm)   | 170.00       | 3,400.00         |
|          |                      | 2 Strands at 46 Links per Strand          |              |                  |
| 2.00     | A125219              | Chain, Offset Link Filter Screen          | 105.00       | 210.00           |
| 1.00     | KustersCustom        | Customer Gearmotor Screen Drive           | 2,290.00     | 2,290.00         |
| 1.00     | D782940              | Panel, Screen RB up to 1700               | 630.00       | 630.00           |
| 10.00    | A115392              | Brush, Top Sprocket                       | 20.00        | 200.00           |
| 6.00     | A115418              | Side Brush with Bolts                     | 89.00        | 534.00           |
| 1.00     | KustersHardware      | Lot of Chain to Panel Hardware 304SS      | 330.00       | 330.00           |
|          |                      |                                           | Subtotal     | 18,826.00        |
|          |                      |                                           | Sales Tax    |                  |
|          |                      |                                           | <b>TOTAL</b> | <b>18,826.00</b> |

**Shipping Terms: PrePay & Add**

**ALL ORDERS RESULTING FROM THIS QUOTE WILL BE PROCESSED IN ACCORDANCE WITH ETEC'S TERMS & CONDITIONS**



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

**AGENDA ITEM NO:**  
**AGENDA DATE: January 16, 2019**  
**PAGE: 1**

**SUBJECT:** Request approval of lowest and best quote from G&C Supply in the amount of \$15,701.89 for the purchase of a water tap machine for the Water Division of Starkville Utilities.

**AMOUNT & SOURCE OF FUNDING:** 2019 Budget

|                            |                      |            |             |
|----------------------------|----------------------|------------|-------------|
| <b><u>FISCAL NOTE:</u></b> | Two quotes received: | G&C Supply | \$15,701.89 |
|                            |                      | Orman's    | \$18,703.83 |

**AUTHORIZATION HISTORY**

**REQUESTING**  
**DEPARTMENT:** Utilities

**DIRECTOR'S**  
**AUTHORIZATION:** Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

---

**SUGGESTED MOTION:**

---

Move approval for awarding the lowest and best quote to G&C Supply in the amount of \$15,701.89 for the purchase of a water tap machine for the Water Division of Starkville Utilities.

---



SUPPLY CO., Inc.

WATER, SEWER & GAS SUPPLIES  
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 - 1105 State Route 77  
Atwood, TN 38220  
(731) 662-7193 or (800) 238-3836

## QUOTATION

| Order Number      |        |
|-------------------|--------|
| 1749271           |        |
| Order Date        | Page   |
| 1/3/2019 13:25:52 | 1 of 1 |

**Bill To:**

STARKVILLE WATER DEPARTMENT  
ACCOUNTS PAYABLE  
PO BOX 927  
STARKVILLE, MS 39760

**Ship To:**

STARKVILLE WATER DEPARTMENT  
403 DR. CONNER DRIVE  
STARKVILLE, MS 39759

(662) 323-3505

Customer ID: 1943

| PO Number      |           |                   | Ship Route                                                       | Taker                                                                                |            |                     |
|----------------|-----------|-------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------|---------------------|
|                |           |                   | UTLY                                                             | JMEALS                                                                               |            |                     |
| Quantities     |           |                   | Status Key                                                       | Item ID                                                                              | Unit Price | Extended Price      |
| Ordered        | Remaining | Status of Balance | B = Backorder<br>D = Direct<br>C = Canceled<br>P = In Production | Item Description                                                                     | Unit Size  |                     |
| 1              | 1         |                   |                                                                  | 350-00<br>ROMAC TAP MATE BASE MACHINE AND BOX                                        | EA         | 9,485.9700 9,485.97 |
| 1              | 1         |                   |                                                                  | 372-05<br>TAPMATE MOTOR & HOSE ASSEMBLY TO USE<br>ALTERNATIVE POWER UNIT ( BACKHOE ) | EA         | 1,860.7800 1,860.78 |
| 1              | 1         |                   |                                                                  | 350-05-1032<br>4 MJ ADAPTER BELL                                                     | EA         | 486.8600 486.86     |
| 1              | 1         |                   |                                                                  | 350-05-1048<br>6 MJ ADAPTER BELL                                                     | EA         | 560.5100 560.51     |
| 1              | 1         |                   |                                                                  | 350-05-1064<br>8 MJ ADAPTER BELL                                                     | EA         | 660.1500 660.15     |
| 1              | 1         |                   |                                                                  | 350-01-1032<br>4 CARBIDE TIPPED SHELL CUTTER                                         | EA         | 595.9500 595.95     |
| 1              | 1         |                   |                                                                  | 350-01-1048<br>6 CARBIDE TIPPED SHELL CUTTER                                         | EA         | 883.3300 883.33     |
| 1              | 1         |                   |                                                                  | 350-01-1064<br>8 CARBIDE TIPPED SHELL CUTTER                                         | EA         | 1,168.3400 1,168.34 |
| Total Lines: 8 |           |                   |                                                                  | SUB-TOTAL: 15,701.89                                                                 |            |                     |
|                |           |                   |                                                                  | TAX: 0.00                                                                            |            |                     |
|                |           |                   |                                                                  | AMOUNT DUE: 15,701.89                                                                |            |                     |
|                |           |                   |                                                                  | U.S. Dollars                                                                         |            |                     |

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.



21919 20TH AVE SE, STE 100, BOTHELL, WA 98021  
800.426.9341 425.951.6200 FAX: 425.951.6201  
WWW.ROMAC.COM

## Romac Quotation: PR190107-14

*Per Your Inquiry: Catalog List Price for Tapmate Machine and Access.*

To: STARKVILLE UTILITY

Quotation Date: 1/7/2019

Attention: Nick Fiorento

*Romac Industries is pleased to quote the following items:*

| Item No     | Qty | Catalog Number                                                | Net Each  | Line Total |
|-------------|-----|---------------------------------------------------------------|-----------|------------|
| 350-00      | 1   | TM,TAPMATE BASE MACHINE W/BOX, SPADE BIT,PVC PILOT,SHAFT NOSE | 11,299.54 | 11,299.54  |
| 372-05      | 1   | HD TAPMATE MOTOR AND 3/8" HOSE ASSY                           | 2,216.53  | 2,216.53   |
| 350-05-1032 | 1   | TM,MJ ADAPTER,4                                               | 579.94    | 579.94     |
| 350-05-1048 | 1   | TM,MJ ADAPTER,6                                               | 667.67    | 667.67     |
| 350-05-1064 | 1   | TM,MJ ADAPTER,8                                               | 786.36    | 786.36     |
| 350-01-1032 | 1   | TM,CARBIDE CUTTER,4 IN. ACTUAL OD =3-1/2 IN.                  | 709.88    | 709.88     |
| 350-01-1048 | 1   | TM,CARBIDE CUTTER,6 IN. ACTUAL OD =5-1/2 IN.                  | 1,052.20  | 1,052.20   |
| 350-01-1064 | 1   | TM,CARBIDE CUTTER,8 IN. ACTUAL OD =7-1/2 IN.                  | 1,391.71  | 1,391.71   |

\*\* Catalog list prices can be found on the Romac website - [www.romac.com](http://www.romac.com)

This quotation is subject to approval of credit and the requirements of establishing a Romac Industries account.

**Total \$ 18,703.83**

Please refer to quotation number: **PR190107-14** on all correspondence to insure proper pricing.

**All sales are in US dollars.**

**Estimated time to ship:** 10-20 working days. The "estimated time to ship" is based on the information available to Romac Industries at the time of the quotation. Romac Industries is not responsible for delays in shipments due to the availability of material.

**FOB:** Factory. **Prices firm for:** 60 days.

**Freight Allowed:** \$2,500 Net. **Terms of Payment (On Approval of Credit):** Regular.

**Items marked NCI are non-cancelable and are not returnable for credit.** A service charge of 1-1/2% per month, (equivalent to 18% annually) will be charged on all past due accounts. See page one of the current Romac catalog for standard terms and conditions.

Romac Industries, Inc

Mark Reese