



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
February 5, 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

REGULAR MEETING OF TUESDAY, FEBRUARY 5, 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 JANUARY 2, 2019 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 15, 2019 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 Introduction: Kenya Bibbs – Police Officer

Acknowledgement of Planet Recess for Moncrief Park Playground

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PRESENTATION BY JEREMIAH DUMAS AND A PUBLIC HEARING FOR THE S.M.A.R.T. PROGRAM.

INTRODUCTION AND PRESENTATION BY MISS STARKVILLE 2019, MIKAYLA POINDEXTER.

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION OF CU 19-01 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR TWO DWELLINGS, SINGLE FAMILY, DETACHED ON TWO PROPOSED LOTS AT 104 AZALEA LANE IN A C-1 ZONE WITH THE PARCEL NUMBER 1020-00-029.00.

B. PUBLIC HEARING AND CONSIDERATION OF CU 19-02 A REQUEST FOR CONDITIONAL USE BY TEP STARKVILLE, LLC TO ALLOW RESIDENTIAL DWELLING UNITS TO BE PLACED IN A C-2 ZONE AS PART OF A MIXED-

USE DEVELOPMENT LOCATED APPROXIMATELY 360' SOUTHEAST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBER 117-25-021.00.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH RETAIL STRATEGIES FOR THE PURPOSE OF ECONOMIC DEVELOPMENT OF RETAIL GROWTH IN THE CITY OF STARKVILLE.
- B. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 26, 2019.
- C. DISCUSSION AND CONSIDERATION OF THE ADOPTION OF A JOB DESCRIPTION AND ADVERTISING FOR THE POSITION OF MUNICIPAL JUDGE PRO TEMPORE IN ACCORDANCE WITH THE STATE STATUTE MS CODE §21-23-9.
- D. CONSIDERATION OF INCREASING THE MONTHLY SANITATION RESIDENTIAL RATE BY \$1.50 TO \$16.75 AND THE COMMERCIAL SANITATION RATE BY \$5.00 MONTHLY.
- E. CONSIDERATION OF SETTING AN IN PERSON INTERVIEW FOR DR. SIMON KIM FOR THE BOARD MEETING OF FEBRUARY 19, 2019.
- F. CONSIDERATION FOR MEMBERS OF THE MAYOR'S YOUTH COUNCIL TO ATTEND THE 12TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN OXFORD, MS ON MARCH 1-2, 2019 WITH REGISTRATION IN THE AMOUNT OF \$25.00 PER PERSON WITH HOTEL ACCOMMODATIONS AT \$109.00 PER NIGHT.
- G. CONSIDERATION OF AUTHORIZING CITY ATTORNEY CHRIS LATIMER AND SLAUGHTER AND ASSOCIATES TO DRAFT AN ANNEXATION ORDINANCE IN ANTICIPATION OF PURSUING THE ANNEXATION OF AREAS A & B OR AREA A AS DIRECTED BY THE BOARD.
- H. CONSIDERATION AND APPROVAL OF A RESOLUTION IN OPPOSITION TO SENATE BILL 2684 EXPANDING THE DEFINITION OF MUNICIPAL SOLID WASTE AND IMPAIRING THE ABILITY OF STATE WASTE AUTHORITIES TO CONTINUE OPERATION AND MEET FINANCIAL OBLIGATIONS AND ALLOWING WASTE FROM FOR PROFIT ENTITIES TO DISPOSE OF WASTE IN WAYS POTENTIALLY HARMFUL TO PUBLIC HEALTH AND NATURAL RESOURCES.

X. BOARD BUSINESS

- A. CONSIDERATION OF APPROVING THE APPOINTMENT OF JIMMY RICHARDSON, THE SOLE APPLICANT, TO THE AIRPORT BOARD FOR A TERM FROM JANUARY 1, 2019 TO DECEMBER 31, 2022.
- B. CONSIDERATION OF APPOINTING AN AD HOC RECYCLING COMMITTEE OF UP TO SEVEN MEMBERS TO EVALUATE RECYCLING PRACTICES IN THE CITY OF STARKVILLE.
- C. CONSIDERATION OF THE ADOPTION OF A CONCERTED COMMUNITY REVITALIZATION PLAN FOR THE CITY OF STARKVILLE.
- D. CONSIDERATION TO CALL FOR A PUBLIC HEARING TO ADOPT AN ORDINANCE FOR HUNTING GUIDELINES INSIDE THE CITY LIMITS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF PP 19-01 AND FP 19-01 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING 0.99-ACRE PARCEL INTO 3 LOTS 104 AZALEA LANE IN A C-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102O-00-029.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF APPROVING RESOLUTION OF CITY MATCH FOR THE MILL STREET ARC PROJECT IN THE AMOUNT OF \$14,052.64.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES

DEPARTMENT AS OF JANUARY 29, 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 APPROVAL TO RENEW A MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SHALAMARK SIMPSON AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. CONSIDERATION OF APPROVAL FOR STEPHANIE HALBERT TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, AT A MONTHLY COST OF \$1,153.00 FOR 60 MONTHS, ENABLING THE ACQUISITION OF 10 SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

I. PARKS

1. CONSIDERATION OF APPROVAL OF TO APPLY TO HOST A CERTIFIED PLAYGROUND SAFETY INSPECTOR COURSE (CPSI) AND FOR THE MAYOR TO SIGN ANY NECESSARY AGREEMENTS WITH THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).
2. REQUEST APPROVAL OF PREMIER CUP SOCCER TOURNAMENT SPONSORSHIP PACKET.

J. POLICE DEPARTMENT

1. CONSIDERATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING IN THE AREA OF HOT SPOT POLICING FOR \$20,000.00 IN OVERTIME HOT SPOT ENFORCEMENT AND A VIDEO SURVEILLANCE CAMERA FOR \$7,247.00.

2. REQUEST APPROVAL TO ALLOW OFFICER RASHAD RUFF TO ATTEND STANDARDIZED FIELD SOBRIETY TESTING TRAINING FEBRUARY 12-14, 2019 IN PEARL, MS, WITH ADVANCE HOTEL COSTS OF \$282.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE LINE DESIGN & STAKING 2 CLASS ON FEBRUARY 26-28, 2019 WITH ADVANCE MILEAGE, REGISTRATION AND HOTEL IN THE AMOUNT OF \$1,930.75.
2. REQUEST APPROVAL FOR TODD GILES AND A.J. HOLLINS WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE LINEMAN ASSESSMENT CLASS ON FEBRUARY 17-23, 2019 WITH ADVANCE REGISTRATION AND HOTEL IN THE AMOUNT OF \$1,818.00.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE, INC. FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$9,636.00.
4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 2 FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR BLUEFIELD WELL REHABILITATION.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

XV. **OPEN SESSION**

XVI. **RECESS UNTIL FEBRUARY 19, 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: 2-5-19
PAGE: 1 of 21

SUBJECT: Request approval of the minutes of the January 2, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the January 2, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
January 2, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 2, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add Mayor's Business, Item A "Consideration of a city wide towing policy to assist motorists with procuring wrecker services which will replace Ordinance 1992-2 in full" to consent as amended.

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

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the January 2, 2019 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
REGULAR MEETING OF TUESDAY, JANUARY 2, 2019
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 14, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A CITY WIDE TOWING POLICY TO ASSIST MOTORISTS WITH PROCURING WRECKER SERVICES WHICH WILL REPLACE ORDINANCE 1992-2 IN FULL.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

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

2. CONSIDERATION OF ADVERTISEMENT OF VACANCY ON AIRPORT BOARD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 26, 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.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ISSUE A CHANGE INCREASING THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP) TO THE AMOUNT OF \$23,570.66, WHICH WILL MEAN AN ADDITIONAL CITY MATCH OF \$111.40.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE LATOYA WILLIAMS AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
5. REQUEST AUTHORIZATION TO ALLOW CARDIOLOGY ASSOCIATES OF NORTH MS TO CONDUCT THE YEARLY FITNESS EXAMS FOR THE POLICE AND FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL OF MCKEE PARK BASEBALL FIELD FENCE REPAIRS FROM COLUMBUS FENCE CO., THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$19,150.00.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST EVALUATED COST OF THREE BIDS TO SPX TRANSFORMER SOLUTIONS IN THE AMOUNT OF \$856,510 BASE BID WITH \$14,855 ADDER FOR SPARE PARTS.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$6,223.24 FOR THE SEWER SERVICE WYES MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.
4. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$7,760.00 FOR THE WATER LINE PIPE MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.
5. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO TVPPA STAKING SCHOOL WITH TOTAL ESTIMATED COSTS TO BE \$1,981.25, WITH ADVANCED TRAVEL IN THE AMOUNT OF \$163.50.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

XV. **OPEN SESSION**

XVI. **RECESS UNTIL JANUARY 15, 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 – 18:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the

December 14, 2018 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 14, 2018 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF A CITY WIDE TOWING POLICY TO ASSIST MOTORISTS WITH PROCURING WRECKER SERVICES WHICH WILL REPLACE ORDINANCE 1992-2 IN FULL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a City wide towing policy to assist motorists with procuring wrecker services which will replace Ordinance 1992-2 in full” is enumerated, this consent item is thereby approved.

A POLICY FOR THE STARKVILLE POLICE DEPARTMENT TO ASSIST MOTORISTS WITH PROCURING WRECKER SERVICES

THIS REPLACES ORDINANCE 1992-2 IN FULL

WHEREAS, it shall be the policy of the Starkville Police Department to assist motorists with procuring required wrecker service from the scene of an accident or other traffic incident; and

WHEREAS, if the motorist has a preference, the preferred wrecker service will be contacted; if the motorist has no preference, departmental personnel will request wrecker service from a Wrecker Service Rotation List which meets the standards stated in this policy.

NOW, THEREFORE, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopt the following procedures for the procurement of wrecker services.

SECTION 1: Rotation Wrecker Services Established

There is hereby established a rotation call list to be maintained and kept on file by the Oktibbeha County EMA/911. The Wrecker Service Rotation List will be used jointly with the Oktibbeha Sheriff’s Office. Any wrecker service desiring to be placed on the Wrecker Service Rotation List must meet the following standards, in addition to any other state or federal regulation which may apply:

1. Must provide twenty-four hour-per-day wrecker service from a properly zoned location and be licensed by the City of Starkville.
2. Must provide a secure place of storage within 5 miles of the city limits for vehicles towed or hauled by the wrecker service. A secure place of storage is considered an area surrounded by a six (6) foot chain link fence and capable of being locked to prevent casual access. The storage facility must be marked with no less than company name, phone number, and hours of operation.
3. Must provide wrecker vehicles and equipment to meet the following minimum requirements, whether obtaining permits for one (1) or more of said wreckers:
 - a. Light-duty wreckers: having a rating of eight thousand (8,000) lbs. or more and mounted on a truck chassis with a minimum of ten thousand (10,000) lbs. GVWR. Light-duty wreckers must be equipped with a wheel-lift.
 - b. Medium-duty wreckers: having a rating of between ten (10) and twenty-five (25) tons and mounted on a

truck chassis with a minimum of twenty thousand (20,000) lbs. GVWR.

SECTION 2: Need for Heavy-Duty Wreckers

In the absence of a wrecker service in the City of Starkville that can provide a heavy-duty wrecker when needed, police department personnel will be responsible for requesting a heavy-duty wrecker from the nearest available location. Request of heavy-duty wrecker will not impact the Wrecker Service Rotation List. Heavy-duty wreckers must maintain the following minimum equipment:

1. Air control valve to provide braking capability for the vehicle being towed/removed.
2. Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
3. External air hookups and hoses, hydraulic spade (outriggers) or two (2) metal chock blocks to prevent rolling or slippage of wrecker (chock blocks should be as wide as the dual wheels of the wrecker and must be capable of being tied to the wrecker).
4. A minimum of two-hundred (200) feet of cable at least 5/8-inch diameter on each drum, or 3/4-inch diameter cable on a single drum.
5. One pair of bolt cutters with a minimum 1/2-inch opening
6. Two fire extinguishers mounted in an accessible location.

SECTION 3: Minimum Equipment

Wheel locks are not allowed for use on rotation calls. To be placed on the rotation list, a wrecker must maintain the following minimum equipment:

1. A fire extinguisher mounted in an accessible location.
2. Warning devices (reflective triangles).
3. Axe and wrecking bars.
4. Bolt cutters.
5. Dolly, shovel, brooms, and fifty (50) pounds of sand or suitable equivalent.
6. Safety chains.
7. Wheel chocks.
8. At least one winch with one-hundred (100) feet of 3/8 inch cable.
9. Flashing amber light affixed above the top of the wrecker cab.
10. Name, address, and telephone number permanently affixed and displayed in letters clearly visible from one-hundred (100) feet on both sides.

SECTION 4: City License with Proof of Insurance required for Wrecker Service Rotation List

Any person, owner, or operator of a wrecker service desiring a city license shall make application therefor to the city. The information required for such license shall be the name of the wrecker's make, model, and license tag number for the current year. It shall be unlawful for any person to own or operate any wrecker which is subject to a call for service by any city department or any agent within the city, unless the wrecker service is licensed by the city.

SECTION 5: Liability Insurance or Bond Prerequisite to Operate; Amount, Conditions

The owner or operator of any wrecker to be used as a rotation wrecker shall, before operating the same, present to the City Clerk a public liability insurance policy, policies, or bonds written by an insurance or bonding company authorized to do business in the State of Mississippi for each wrecker operated on the rotation list; and there shall be an insurance policy, policies, or bonds presented to the City Clerk for coverage of property damage or loss to or from any vehicle while being towed or stored by the wrecker owner or operator.

Such insurance policy, policies, or bond shall be conditioned for the payment of any final judgement against said wrecker owner or operator for personal injury, property damage, or loss resulting from or arising out of the use, maintenance, operation, or any related action of the wrecker owner or operator while towing or storing said vehicles. The amount of the public liability policy or bond required on any rotation wrecker shall in no case be less than one million dollars (1,000,000.00) combined single limit automobile liability coverage.

All insurance policies or bond shall contain a provision or endorsement to the effect that the same shall not be canceled for any cause by either party thereto unless or until thirty (30) days written notice thereof shall be given to the City Clerk by registered mail.

The City Clerk shall retain a copy of the public liability insurance policies or bond for the operation of said wrecker or wreckers.

SECTION 6: Inspection for all Wreckers on Rotation List

The Chief of Police, or his or her designee, may from time to time inspect the mechanical condition and other required equipment on all such wreckers and inspect storage areas used by the owner or operator of such wrecker service. Inspections may be scheduled yearly or conducted randomly to ensure compliance. If any such equipment and area is defective, the Chief of Police, or his or her designee, shall direct the owner or operator to have the wreckers put in proper working order and to correct any deficiency in the storage area.

SECTION 7: Operation of Wrecker Without Proper License and Insurance

It shall be unlawful for any owners or operators to operate or cause to be operated such wreckers as a rotation wrecker without having all proper equipment, facilities, license, and insurance. This applies at all times while such wrecker is doing business as a rotation wrecker. Only inspected trucks and approved drivers, as required in this policy, will be allowed for rotation calls. Failure to meet these requirements shall be grounds for the Chief of Police to remove the wrecker service from the Wrecker Service Rotation List.

SECTION 8: Suspension or Removal from the Wrecker Rotation List

Any wrecker service on the Wrecker Service Rotation List may be suspended or removed by the Chief of Police upon reasonable proof of violation by the wrecker service of any applicable provisions of this policy, state law, or city ordinance.

1. Suspension from rotation:

- a. Acts of physical violence while operating a wrecker as provided for herein will be grounds for temporary suspension from the rotation list until the final disposition on any pending criminal charges.
- b. Any pending criminal charges (excluding traffic violations but including DUI) will be grounds for suspension from the rotation.
- c. Failure to clean up and remove debris resulting from the accident will result in suspension for ten (10) to thirty (30) days, depending upon the circumstances of the situation.
- d. Other factors and actions may result in indefinite suspension from the rotation list. These may include, but are not limited to, the following:
 - i. Flagrant, repeated, or serious failure to cooperate with an officer at the scene of an accident or at the wrecker service.
 - ii. Conduct or practices in dealing with the public result, or could result, in unjust criticism to the department.
 - iii. Charging exorbitant or price gouging rates.
 - iv. Failure to maintain records as provided in this section.
 - v. Failure to notify the last known owner of a vehicle as provided for in this section.
 - vi. Failure to meet or maintain wrecker specifications and other requirements and regulations as

- outlined in this policy.
- vii. Pronounced or repetitive violations of the requirements listed herein may result in an indefinite suspension of the company from the rotation list.
- viii. Failure to allow towed vehicles to be inspected within a commercially reasonable time period.
- ix. Failure to allow towed vehicles to be retrieved within a commercially reasonable time period.

SECTION 9: Ownership/Operation of Wrecker Service

Owners shall not be permitted to operate wrecker equipment on the rotation list under more than one (1) company name out of the same location. Owners shall not be permitted to have more than one (1) rotation slot on the Wrecker Rotation List. An owner or operator is prohibited from the rotation list if they have been convicted of a felony involving grand larceny, theft of property, or any other felony theft charge; convicted of a misdemeanor or felony involving either force or violence; convicted of a sex offense; or convicted of a DUI within the previous five (5) years.

SECTION 10: Appeals of Persons Aggrieved by Judgement or Decision

Any person aggrieved by a judgement or decision rendered by the Chief of Police in the interpretation or enforcement of any provision or requirement of this policy, or any application of state law, city ordinance, rule, or regulation, may appeal such judgement or decision within five (5) days to the Board of Aldermen.

SECTION 11: Service Requirements and Fees

Wrecker Service Rotation List fees for cars and pickup trucks shall be a flat fee of no more than two-hundred (\$200) dollars for the first hour of service. If services are required that exceed one (1) hour, an extended fee of no more than fifty (\$50) dollars every fifteen (15) minutes thereafter may be assessed. This fee includes clean-up of the wreck scene to the satisfaction of the law enforcement officer in charge of the scene.

Occasionally, a major accident or other towing call will require an extra piece of equipment to tow a vehicle or to place it in a towable position. A Supplementary Resource Fee, not to exceed one-hundred (\$100) dollars, may be assessed upon the approval of the on-scene law enforcement supervisor. There will be no additional costs of services such as, to include but not be limited to, clean-up, winch fee, labor, fuel, or mileage. Use of oil or fluid drying material may be charged an amount not to exceed fifty (\$50) dollars.

After storing a vehicle for 24 hours from time of initial request, a charge, not to exceed forty (\$40) dollars, may be charged every twenty-four (24) hours thereafter. Any owner or operator of a towed vehicle, who retrieves their vehicle within twenty-four (24) hours from the time of the tow, shall not be charged any storage fee. Rates and charges of heavy wreckers shall be reasonable and be no more than the average rates of wreckers doing business in the State of Mississippi. If any such rates or charges should be found excessive or unreasonable, the Chief of Police may suspend or remove the wrecker service from the City's Wrecker Service Rotation List.

All wreckers must be available twenty-four (24) hours of every day and must promptly answer all calls for service from the Police Department and respond to the call location within a reasonable amount of time. A wrecker company shall not accept a request for service unless the operator has a vehicle immediately available to perform the requested service.

All wrecker drivers must have a current State of Mississippi commercial drivers license, and every wrecker must bear a current Mississippi license plate. Wrecker drivers must maintain satisfactory compliance with any prior legal requirements or judgements. Every wrecker driver will at all times comply with the traffic laws of the State of Mississippi.

SECTION 12: Tow-in Charges to be Posted, Duty to Furnish Receipt for Vehicle

All wrecker owners or operators must post a “tow-in” charge bulletin for towing vehicles which have not been involved in an accident and post charges and hourly rates for towing, hauling, and any necessary handling of a wrecked or damaged vehicle. Said bulletin must be posted in the storage facility. Wrecker operators must give the owner or driver of a towed vehicle a receipt for such vehicle upon request by the owner or police; it is hereby declared to be a violation of this article to charge an amount in excess of said posted sum and failure to give a receipt upon request.

SECTION 13: Company Record Keeping

Each wrecker company will maintain a record system covering all services performed in conjunction with the wrecker rotation system, to include but not be limited to:

1. The date and time the wrecker company was contacted and requested to perform the service.
2. The name of the person requesting the service.
3. The location of the vehicle.
4. A description of the towed vehicle, including tag and vehicle identification number.
5. The owner or driver of the vehicle.
6. The service charge and fee.
7. The response time from the moment of notification until he/she arrives on scene.

SECTION 14: Police Authority, Officially Held Vehicles

When the Starkville Police Department has an official “hold” on a towed or impounded vehicle, the owner or owner’s agent shall secure a release from the Starkville Police Department and present such release to the wrecker owner or operator. The towing cost shall be borne by the owner of said vehicle.

SECTION 15: Soliciting and Stopping at Accident Scenes Prohibited; exceptions

No wrecker owner, operator, or driver shall stop at an accident scene or near a disabled vehicle for the express purpose of soliciting an engagement for towing service, unless such wrecker service has been summoned to the scene by the owner or operator of any disabled vehicle or has been summoned by the Starkville Police Department. However, any authorized operator who comes upon a disabled vehicle (not a wreck or accident) may stop and help the owner obtain assistance.

Wrecker operators shall not, without the express authorization of the investigating police officer, move any vehicle from a public highway, street, or from any public property, when such vehicle is abandoned, stolen, or damaged as a result of an accident.

EXCEPTION: Notwithstanding the conditions imposed in these rules and regulations, operators may in emergency cases slide left, right, or otherwise move a vehicle damaged as a result of an accident, if the removal is for the purpose of extracting a person from the wreckage or to remove an immediate hazard to life and/or property. In no such event shall the movement be more than reasonable and necessary.

SECTION 16: Penalty for Violation of Article - Misdemeanor

Any person, firm or corporation who shall own, operate, or cause to be operated in or upon the streets, avenues, alleys, or highways of the City of Starkville, Mississippi, any wrecker for servicing the public through the Wrecker Service Rotation List of the Starkville Police Department, without first having complied with each and every pertinent section of this policy, obtained the permit required by Section 4 of this policy, and without having first filed with the City Clerk such insurance policy or bond, may be subjected to prosecution in Municipal Court and, upon conviction, be subject to a fine not to exceed five hundred dollars (500.00) or imprisonment not to exceed ninety (90) days or both such fine and imprisonment.

Frank Nichols
Starkville Police Chief

D. Lynn Spruill
Starkville Mayor

Attest:

Lesa Hardin
Starkville City Clerk

5. CONSIDERATION OF A T-HANGAR, FBO HANGAR AND TIE DOWN SPACE LEASE AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a T-Hangar, FBO Hangar and Tie Down Space Lease Agreement” is enumerated, this consent item is thereby approved.

STARKVILLE/OKTIBBEHA COUNTY AIRPORT
GEORGE M. BRYAN FIELD

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

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

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

1. The Parties

Lessor:

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

Lessee:

Name: _____
Address: _____
Phone Bus: _____ Home: _____
Cell: _____
Email: _____

2. Identification of Aircraft:

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

N: _____
Make: _____
Model: _____

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

A. FBO hangar

<u>Aircraft</u>	<u>Wing Span</u>	<u>MTOW</u>	<u>Cost</u>
Piston - Single engine	NTE 32 ft.	3000 lbs	\$125.00 per month
Piston - S/Med. Multi-engine	NTE 44 ft	5100 lbs	\$150.00 per month
Piston - Large Multi-engine	NTE 50 ft	6500 lbs	\$200.00 per month
Turbine - Small & VLJ	NTE 50 ft	12,500 lbs	\$325.00 per month
Turbine - Medium	NTE 55 ft	17,000 lbs	\$375.00 per month
Turbine - Large	NTE 75 ft	31,000 lbs	\$425.00 per month

B. Tie-down ramp space (\$25.00 per month)

C. Building C T-hangar (\$125.00 per month)

T-hangar storage Unit C2 (\$25.00 per month)

T-hangar storage Unit C9 (\$75.00 per month)

D. Building D T-hangar (\$100.00 per month)

T-hangar storage Units D2 and D7 (\$75.00 per month)

E. Building E T-hangar (\$100.00 per month)

T-hangar storage Units E2 and E7 (\$75.00 per month)

F. Building F T-hangars (\$125.00 per month)

T-hangar storage Units F2 and F9 (\$75.00 per month)

G. Building G T-hangars (\$125.00 per month)

T-hangar storage Unit G10 (\$75.00 per month)

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

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

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

Field a minimum of 50% of the time, failing which this lease may be terminated with thirty (30) days written notice

This lease may also be terminated upon thirty (30) days written notice in the event the aircraft occupying the designated rental space ceases to be flown on a regular basis or ceases to be certified under a current FAA annual or periodic inspection for a period in excess of one hundred eighty (180) days.

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

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

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

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

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

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

charter, leasing, flight instruction, aerial survey, or photographic work, etc.

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

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

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

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

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

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

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

O. Lessor reserves the right to terminate this lease should the identified aircraft become inactive for a period of six (6) months or more.

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

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

Executed this the _____ day of _____, 20_____.

Lessor: City of Starkville/Starkville/Oktibbeha County
Airport

By: _____
Airport Director

Lessee: _____

6. CONSIDERATION OF ADVERTISEMENT OF VACANCY ON AIRPORT BOARD.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "Consideration of advertising of a vacancy on the Airport Board" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVAL TO ISSUE A CHANGE INCREASING THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT (HMEP) TO THE AMOUNT OF \$23,570.66, WHICH WILL MEAN AN ADDITIONAL CITY MATCH OF \$111.40.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "Consideration of approval to issue a change to the Hazardous Materials Emergency Preparedness Grant (HMEP) to the amount of \$23,570.66, which will mean an additional City match of \$111.40" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A PART-TIME DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "consideration to advertise for a part-time Driver in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to advertise for a Civil Engineer Intern in the Engineering Department" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to advertise for a part-time Customer Service Representative in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF AUTHORIZATION TO HIRE LATOYA WILLIAMS AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to hire Latoya Williams as a Radio Operator (Dispatcher) in the Starkville Police Department" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO ALLOW CARDIOLOGY ASSOCIATES OF NORTH MS TO CONDUCT THE YEARLY FITNESS EXAMS FOR THE POLICE AND FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to allow Cardiology Associates of North MS to conduct the yearly fitness exams for the Police and Fire Department at an average cost per department of \$13,500.00" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL OF MCKEE PARK BASEBALL FIELD FENCE REPAIRS FROM COLUMBUS FENCE CO., THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$19,150.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the McKee Park baseball field fence repairs by Columbus Fence Co. in the amount of \$19,150.00, the lower of two quotes” is enumerated, this consent item is thereby approved.

Quotes received: Ivy Fence Co - \$ 23,664.71 and Columbus Fence Co - \$ 19,150.00

14. CONSIDERATION OF APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JANUARY 1, 2019 THROUGH JUNE 30, 2019 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – ELECTRIC DIVISION AND WATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bids received for the January 1, 2019 through June 30, 2019 source of supply listing for Starkville Utilities – Electric Division and Water Division” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF AUTHORIZATION TO ACCEPT THE LOWEST EVALUATED COST OF THREE BIDS TO SPX TRANSFORMER SOLUTIONS IN THE AMOUNT OF \$856,510 BASE BID WITH \$14,855 ADDER FOR SPARE PARTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the lowest evaluated cost of three bids received to SPX Transformer Solutions in the amount of \$856,510 base bid with 14,855 adder for spare parts” is enumerated, this consent item is thereby approved.

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF BIDS
FOR 75 MVA AUTOTRANSFORMER
FOR SOUTHWEST STARKVILLE 161/69 kV PRIMARY SUBSTATION



BIDDER	DELIVERY TIME	BASE BID PRICE	CORE LOSSES		WINDING LOSSES		EQUIPMENT LOSSES		TOTAL EVALUATED COST	ADDER FOR SHORT-CIRCUIT TEST	ADDER FOR SPARE PARTS	COMMENTS
			kW	\$	kW	\$	kW	\$				
HV SALES SPV TRANSFORMER	46 WEEKS ARO	\$856,510.00	21.80	\$106,820.00	98.30	\$206,430.00	5.40	\$11,340.00	\$1,181,100.00	75% OF COST	\$14,855.00	Subject to price adjustment. Price is firm with commodity price modifiers.
WHITEHEAD & ASSOCIATES	32-36 WEEKS ARO	\$902,112.00	26.50	\$129,850.00	80.50	\$169,050.00	5.60	\$11,760.00	\$1,212,772.00	NO QUOTE	\$9,080.00	Subject to price adjustment. Price is firm with commodity price modifiers.
ABB	32-36 WEEKS ARO	\$1,067,890.00	23.22	\$113,778.00	71.85	\$150,885.00	2.60	\$5,460.00	\$1,338,013.00	\$850,000.00	NO QUOTE	

Loss evaluation factors are as follows:

1. No-load (core) losses shall be evaluated at the capitalized cost of \$ 4,900.00 per kW
2. Full-load (winding) losses shall be evaluated at the capitalized cost of \$ 2,100.00 per kW
3. Auxiliary equipment losses shall be evaluated at the capitalized cost of \$ 2,100.00 per kW

I hereby certify that this is a true and correct tabulation of the Bids for one (1) 75 MVA Autotransformer for the Southwest Starkville 161/69 kV Primary Substation received by Starkville Utilities on December 19, 2018.


Jeffrey Atwell, P.E.

 Atwell & Gent, P.A.
Electrical & Consulting Engineers

16. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$6,223.24 FOR THE SEWER SERVICE WYES MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from G&C Supply in the amount of \$6,223.24 for the sewer service wyes material for the approved Pleasant Acres Infrastructure Replacement project” is enumerated, this consent item is thereby approved.

Three quotes received: G & C Supply \$6,223.24; Coburn’s 6,982.28; Central 6,237.60

17. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM G&C SUPPLY IN THE AMOUNT OF \$7,760.00 FOR THE WATER LINE PIPE MATERIAL FOR THE APPROVED PLEASANT ACRES INFRASTRUCTURE REPLACEMENT PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from G&C Supply in the amount of \$7,760.00 for the water line pipe material for the approved Pleasant Acres Infrastructure Replacement project” is enumerated, this consent item is thereby approved.

Quotes received: G & C : \$ 7,760.00; Coburn : \$ 7,980.00; Central Pipe: \$ 7,980.00

18. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO TVPPA STAKING SCHOOL WITH TOTAL ESTIMATED COSTS TO BE \$1,981.25, WITH ADVANCED TRAVEL IN THE AMOUNT OF \$163.50.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the January 2, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Madison Smith with the Electric Division of Starkville Utilities to travel to TVPPA Staking School with costs associated with the trip expected to be \$1,981.25 and advanced travel in the amount of \$163.50” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill welcomed Municipal Judge Brian Kelley, who was sworn in as Starkville Municipal Judge earlier in the day.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that cars and school buses be careful with children and their safety. He also noted several intersections drivers appear to be running stop signs and asked that the Police monitor these areas. John Tolliver, 26 Choctaw Road, asked that the City address the homeless population in Starkville and work towards helping these people. He also asked that the Police look at the area of highway 12 and South Montgomery between midnight and two a.m. in that there appear to be people racing engines and speeding.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

19. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 26, 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 26, 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	\$ 328,487.72
Airport Fund	015	27,734.63
Sanitation	022	206,157.56
Landfill	023	52.53
Computer Assessments	107	175.00
Industrial Park Bond	303	33,394.11
Park and Rec, Tourism	375	5,111.25
Trust & Agency	610	27,036.67
Economic Dev, Tourism, Conv	630	93,140.17
Sub Total Before Utilities		\$ 722,289.64
Utilities Dept.	SED	505,891.05
Total Claims	Total	\$ 1,228,180.69

33. MOTION TO RECESS UNTIL JANUARY 15, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until January 15, 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 _____ 2019.

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
January 11, 2019**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 11, 2019 at 1:00 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, and Patrick Miller. Attending the Board was City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

The Mayor and Board discussed items on the upcoming January 15, 2019 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

City Planner Daniel Havelin presented an update on the development code rewrite.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
JANUARY 11, 2019
1:00 p.m.**

- A. CALL THE MEETING TO ORDER**
- B. BRIEF UPDATE ON THE CODE REWRITE BY DANIEL HAVELIN**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JANUARY 15, 2019, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JANUARY 11, 2019**

**AT 1:00 PM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 2-5-19
PAGE: 1 of 21

SUBJECT: Request approval of the minutes of the January 15, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the January 15, 2019 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
January 15, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 15, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker asked to add Item XI. B. 2 b. "Consideration of LW 19-01" to consent with conditions recommended.

Alderman Walker asked to also add Item XI. D. 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" to consent.

Mayor Spruill asked to remove item XI. B. 2. a. "Consideration of VA 19-01" in that the item needs to go back to the Board of Adjustment and Appeals.

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

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

Alderman Little offered a motion, duly seconded by Alderman Sistrunk, to approve the January 15, 2019 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, JANUARY 15, 2019
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 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 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.
- b. 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 \$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 BRIANA 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.

Consent items 2 – 20:

2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 18, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the December 18, 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 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the 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” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF LW 19-01 A BUSINESS 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of LW 19-01 a request for Landscape Waiver from Section 5 and 6 for the new Powerstroke business located at 310 Industrial Park Road in a M-1 zoning district with the parcel number 102L-00-009.00 with conditions as recommended” is enumerated, this consent item is thereby approved.

Waiver Requests #1, #2 and #5: Approved as requested.

Waiver Request #3: Denied due to lack of evidence demonstrating the canopy tree would impede sales or visibility.

Waiver Request #4: Approved with condition that the eastern landscape island be required to be installed with a canopy tree.

5. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the "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" is enumerated, this consent item is thereby approved.

6. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the "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." is enumerated, this consent item is thereby approved.

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

(Contract on following page)

7. CONSIDERATION OF 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the "approval of 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" is enumerated, this consent item is thereby approved.



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 (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (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

Title I Services	Estimated Fees
<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
Subtotal for Title I Services	\$33,000.00

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



APPENDIX B

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

Classification	Rates
Engineers / Architects	
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
Planners / Environmental Specialist	
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
Designers	
D-1.....	\$ 99.00
D-2.....	\$ 115.00
D-3.....	\$ 137.00
D-4.....	\$ 159.00
Technicians	
T-1.....	\$ 77.00
T-2.....	\$ 97.00
T-3.....	\$ 119.00
Surveyors	
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
Construction Observation	
C-1.....	\$ 93.00
C-2.....	\$ 119.00
C-3.....	\$ 146.00
C-4.....	\$ 179.00
Management/Administration	
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



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

MEMORANDUM OF UNDERSTANDING
BETWEEN
OKTIBBEHA COUNTY, MISSISSIPPI
AND
THE CITY OF STARKVILLE, MISSISSIPPI
AND
MISSISSIPPI STATE UNIVERSITY, 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, and Mississippi State University (MSU), by and through its President Dr. Mark Keenum (individually “Party” or collectively “the Parties).

WITNESSETH:

WHEREAS, the parties to this agreement acknowledge the role and importance of transportation to provide optional routes to destinations within their jurisdictions;

WHEREAS, the parties understand the need to properly and safely access areas in each of their respective communities, and how enhanced sidewalks and paths improves such function; and

WHEREAS, the parties to this MOU wish to collaborate and work together through the MDOT Transportation Alternatives Program (“TAP”) Grant to pursue funds for extending these multipurpose transportation options for each entity.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this MOU is to allow the Parties to participate in a joint effort to utilize the MDOT TAP Grant to improve transportation options for citizens and residents of the City, County, and MSU.

II. CONTACT PERSONS

For the purposes of this MOU, the City is represented by its Mayor or designated representative, the County is represented by the County Administrator or designated representative, and MSU is represented by its Vice President of Campus Services or designated representative.

III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

It is understood and agreed by the parties as follows:

- A. The City will serve as the host agency and grant administrator for the Parties.
- B. All items approved under the MDOT Tap Grant Application will be procured and administered through the City.
- C. The City agrees, as the host agency, to account for the assets acquired and provide reports to the County and MSU. As such, the County and MSU agree to provide the City with information on a timely basis to comply with the requirements of the grant.
- D. All Parties agree to provide a cash match of 20% of the total cost of the approved TAP grant funding plus an equal share (33%) of the cost of the preliminary engineering required for the project. The required match shall be paid by the County and MSU within forty-five (45) days after receipt of an invoice from the City.
- E. In the event bids are received in excess of the grant award, and all Parties consent to proceed with the project, the Parties shall share equally in the excess payments, and in direct proportion to their grant payment obligations, outlined in paragraph D above.
- F. All Parties agree to promptly provide any additional documentation to any other Party, as requested, that may be necessary in connection with the grant.
- G. All Parties agree to abide by all relevant rules, regulations, and requirements of the MDOT TAP grant.
- H. The Parties understand that this collaboration is limited to this MDOT TAP grant. Each Party agrees that no grant application shall be submitted mentioning any other Party, express or implied, without the written consent of all Parties involved.

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 all 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

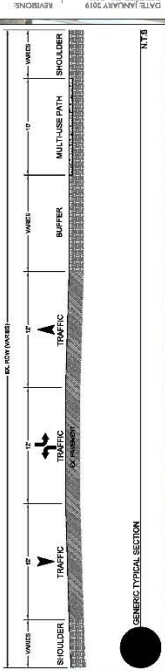
Attest: _____
Lesa Hardin, City Clerk

Attest: _____

Mississippi State University, MS
President Mark Keenum

Attest: _____

DATE: JANUARY 2019
 SHEET NUMBER: C1.0
 PROJECT: R-1705
 SCALE: 1" = 50'
 CHECKED BY: BCK
 DRAWN BY: BCK



LEGEND
 CONTINGUATED
 PROPOSED MULTIPLE PATH

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

8. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ACCEPT THE DECEMBER 2018 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the December 2018 Financial Statements” is enumerated, this consent item is thereby approved.

10. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a lease agreement with US Bancorp Governmental Leasing in the amount of \$1,462.910.00 over twelve years at 3.48% interest for the lease purchase of a Fire Truck to be used by Starkville Fire Dept.” is enumerated, this consent item is thereby approved.

(Agreement on following page)

11. CONSIDERATION OF AUTHORIZATION TO HIRE BRIEANA CALVERT AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Brieana Calvert as a part-time Receptionist in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF 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).

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval 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)” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A DIGITAL MEDIA/ COMMUNICATION SPECIALIST INTERN FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Digital Media/Communication Specialist Intern for the City of Starkville” is enumerated, this consent item is thereby approved.

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 Arbitrage Certificates. Unless a separate Arbitrage 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.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Starkville
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.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Starkville
By:
Name:
Title:

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.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Starkville
By:
Name:
Title:

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 (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
TOTAL		1,808,021.70	1,462,910.00	345,111.70	

Interest Rate: 3.48%

Lessee: City of Starkville
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 or of 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

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

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.

Lessee: City of Starkville
By:
Name:
Title:

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐	
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	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19a If bonds are TANs or RANs, check only box 19a	► ☐		
b If bonds are BANs, check only box 19b	► ☐		
20 If bonds are in the form of a lease or installment sale, check box	► ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

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

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

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

Signature and Consent

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

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

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 separate Form 8038-G for each 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 1¹/₂% 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:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	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 1ST 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.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	Lessee: City of Starkville
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 th Parkway, Suite 100 Portland, OR 97223

City of Starkville, as Lessee
By:
Name:
Title:
Address: 110 West Main Street Starkville, MS 39759

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 th Street, 12 th Floor 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	Acceptance Fee 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	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses 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
	Extraordinary Services 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: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

By:

Name:

Title:

Lessee: City of Starkville

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: _____

Lessee: City of Starkville
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 for instructions and the latest information.

Print or type. 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 one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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 not 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. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <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.

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 • Sole proprietorship, or • 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, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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:		

Lessee: City of Starkville
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

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

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Parks and Recreation concessions agreement with Fred Tate, sole RFP received, in the amount of \$1,000.00” is enumerated, this consent item is thereby approved.

(Contract on following page)

15. REQUEST AUTHORIZATION OF A THYSSENKRUPP CORPORATION AGREEMENT FOR ELEVATOR MAINTENANCE AT THE STARKVILLE POLICE DEPARTMENT FOR SIXTY MONTHS AT \$325.21 PER MONTH.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Thyssenkrupp Corporation agreement for elevator maintenance at the Starkville Police Department for sixty months at \$325.21 per month” is enumerated, this consent item is thereby approved.

LEASE AGREEMENT CONCESSION STANDS

This agreement is made and entered into this 15th 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

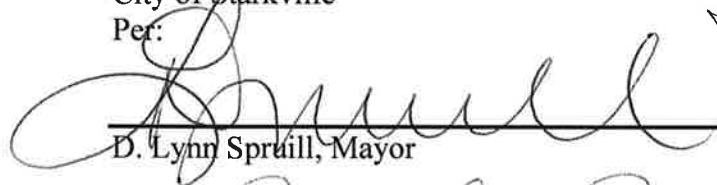
3. Provide water/electrical service to be supplied to all concession stands.

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:



D. Lynn Spruill, Mayor

1-15-2019



Fred Tate

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: _____ (Signature of ThyssenKrupp Elevator Representative) Ron Cannon Account Manager ron.cannon@thyssenkrupp.com _____ (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) Joey Howell Branch Manager _____ (Date of Approval)

16. CONSIDERATION OF THE 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Angelica Colbert to attend a D.A.R.E. class in Louisville, MS, January 28 – February 8, at a cost of \$1,499.00” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE SOUTH MONTGOMERY STREET AT ACADEMY DRIVE TRAFFIC SIGNAL RENOVATIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the South Montgomery Street at Academy Drive Traffic Signal Renovations” is enumerated, this consent item is thereby approved.

18. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: Kusters-Water \$6,600.00 and Orman’s \$8,500.00

19. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: Kusters-Water \$18,826.00 and ETEC \$18,826.00

20. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the January 15, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: G&C Supply \$15,701.89 and Orman’s \$18,703.83

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new employees:

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

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Police Service Commissioner Mike Taggart for his assistance to the City of Starkville throughout the years and wished him all the best in his decision not to run for another term.

Alderman Vaughn noted the educational value of the classes he recently attended at the MML Mid-Winter Conference.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, mentioned the importance of school bus safety. He also asked if anything could be done about the growing number of deer on North Jackson Street.

Chris Taylor, Ward 7, invited everyone to the upcoming Dr. Martin Luther King Jr. events to be held Monday, January 21. He also asked that efforts be continued to remove the condemned building at the corner of Highway 182 and Douglas Conner Drive.

John Tolliver, 26 Choctaw Road, asked that the City consider his previous request for help in clearing his house from a sewage backup.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

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

Mayor Spruill opened the Public Hearing and called for public comments. The Mayor announced that the applicant has withdrawn the current request, but anyone present for the advertised public hearing was welcome to comment.

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

21. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 9, 2019, 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	\$ 164,779.30
Airport Fund	015	1,822.01

Sanitation	022	71,763.35
Landfill	023	57.00
Industrial Park Bond	303	100.00
Public Improvement Bonds 2018	319	63,186.46
Park and Rec Tourism	375	550.00
Sub Total Before Utilities		\$ 302,258.12
Utilities Dept.	SED	1,056,659.37
Total Claims	Total	\$ 1,056,659.37

22. 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 Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

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

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

23. 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 after allowing the public time to enter the room, made the announcement of the Board's decision not to enter into Executive Session.

24. CONSIDERATION OF A MOTION TO ACCEPT AND SUPPORT THE DISCIPLINARY ACTION AGAINST FIREMEN MCKINNEY AND JONES.

Alderman Miller offered a motion to accept and support the disciplinary action against Firemen McKinney and Jones

as recommended by the Fire Chief pursuant to the Fire Department Personnel Policy 3.500. Alderman Sistrunk 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.

25. MOTION TO ADJOURN UNTIL FEBRUARY 5, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until February 5, 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 _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



MISSISSIPPI STATE
UNIVERSITY™

Parking and Transit Services

Funding Details

- 5311 Rural Mass Transit Funds
- Federal Transit Authority via the Mississippi Department of Transportation
- 80/20 Administrative/Capital Cost Share
- 50/50 Operational Cost Share
- City now provides \$50,000 in cash and has provided in-kind service for city shelter construction, electrical, and maintenance.



System Details

- Fixed and Flexed routes.
- Paratransit is On-Demand.
- Participate in Regional and Statewide Coordination.



Fixed Route Ridership

- December '18/January '19 had over 25,000 more passenger trips compared to the same period 2017/2018
- FY 18 – 32% of our ridership was on city based routes
- 50,000 more city riders FY18/FY17



Paratransit Ridership (calendar year 2018)

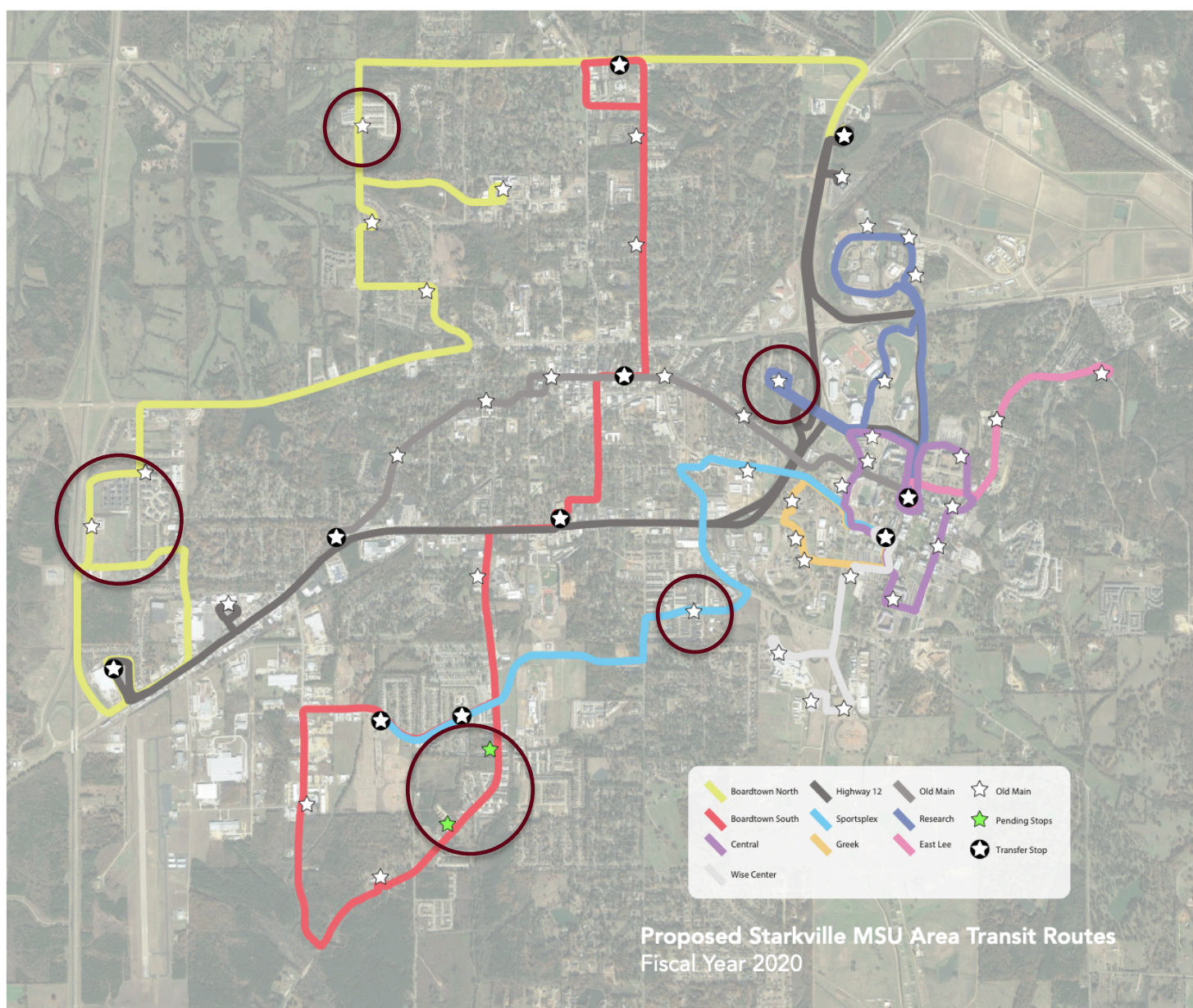
- 4,000 unique trips
 - 331 monthly average
- 29 new members
 - Averaged 2 new per month (10 from Oct-Dec)
- 1,325 chair lift trips
 - 102 monthly average
- Currently being serviced with one (1) wheelchair van and one (1) ambulatory van.



Goals for this next year.

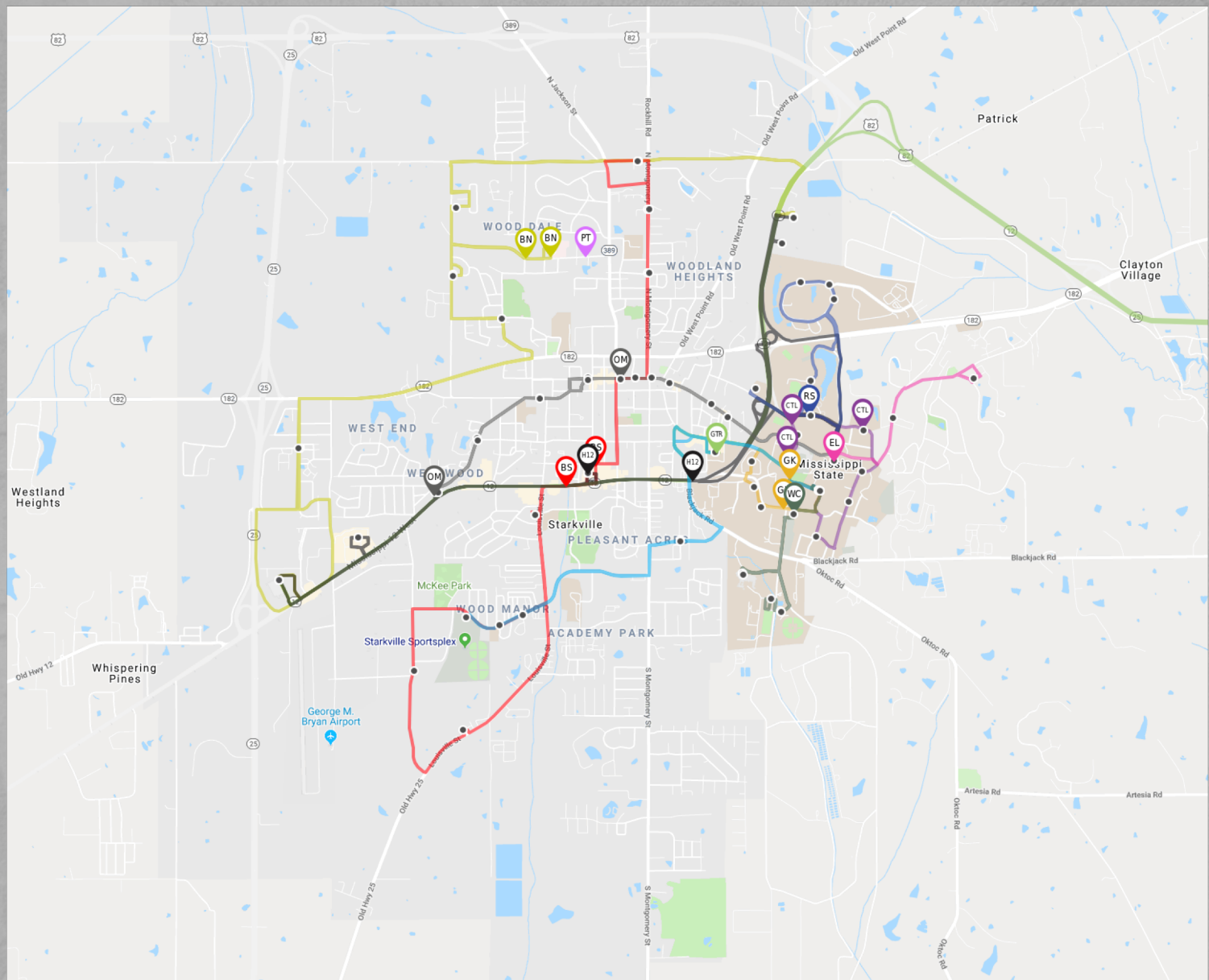
- Improve efficiency
 - Route modifications, turn decreases.
- Increase customer service
 - Route scheduling
- Maintenance, maintenance, maintenance
- New buses





MISSISSIPPI STATE
UNIVERSITY™

Parking and Transit Services



MISSISSIPPI STATE
UNIVERSITY™

Parking and Transit Services

Proposed FY20 Budget

- ~\$4,250,000 proposed budget for FY20
- ~\$1,700,000 in proposed local cost share
 - ~\$1,400,000: MSU
 - ~\$170,000: various contracts/advertising
 - \$50,000: City of Starkville
 - \$50,000: Requested from Oktibbeha County



Funding Comparisons

- Tupelo – City
- Oxford – 50% City/Campus
- Jackson – City
- Coast Transit – City/County
- Hub City – City
- SMART – 82%/3%/3% MSU/City/County (proposed)



Thank you
for you
continued support.

www.smart.msstate.edu

662.325.5204



MISSISSIPPI STATE
UNIVERSITY™

Parking and Transit Services



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street

STARKVILLE, MISSISSIPPI 39759

662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Mikayla Poindexter - Miss Starkville 2019 (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Introduction as Miss Starkville 2019. Talk about history of Miss Starkville pageant and
platform as well as the Miss America Organization

Contact Information:

Name: Angella Baker

Group Representing: Miss Starkville Franchise

Address: 195 Bent Brook Drive
Starkville, MS 39759

Phone: 662-617-3239

Email: marb2006@bellsouth.net



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 5, 2019
PAGE: Page 1 of 7

SUBJECT:

Public Hearing and Consideration of CU 19-01 a request for Conditional Use to allow for two dwellings, single family, detached on two proposed lots at 104 Azalea Lane in a C-1 Zone with the parcel number 102O-00-029.00

SUMMARY:

The applicant is seeking a Conditional Use to construct one single family dwelling on each of the proposed lots. This request is also a part of a preliminary and final plat to split the existing lot into three lots. The property is zoned C-1 and in order to construct a "dwelling, single family, detached", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart.

15 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 January 21, 2019 and a sign 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. On January 8, 2019 the Planning and Zoning Commission voted 5-1 to recommend approval with 1 condition.

Recommended Condition by the Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of CU 19-01 a request for Conditional Use to allow for two dwellings, single family, detached on two proposed lots at 104 Azalea Lane in a C-1 Zone with the recommended condition.



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: CU 19-01 Request for Conditional Use to allow for two dwellings, single family, detached on two proposed lots at 104 Azalea Lane in a C-1 Zone with the parcel number 102O-00-029.00
Date: January 8, 2019

The purpose of this report is to provide information regarding a Conditional Use request by Starkville Habitat for Humanity to allow for two dwellings, single family, detached on two proposed lots at 104 Azalea Lane in a C-1 Zone with the parcel number 102O-00-029.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to construct one single family dwelling on each of the proposed lots. This request is also a part of a preliminary and final plat to split the existing lot into three lots. The property is zoned C-1 and in order to construct a “dwelling, single family, detached”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart.

Scale and intensity of use.

The applicant has provided a plat showing the two lots which are sized sufficiently to support a single-family dwelling and is proportionate to the area.

On- or off-site improvement needs.

The existing lot is within the sidewalk zone. A sidewalk will be required to be constructed.

On-site amenities proposed to enhance the site.

There are no amenities being proposed

Site issues.

There are no known site issues regarding the intended use of the site

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	R-5	Single Family
East	C-1	Undeveloped
South	C-1	Undeveloped
West	R-5	Mobile Homes

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART

The following uses are permitted by right in the C-1 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Child Care
4. Government Facilities
5. Parks & Recreation, Active
6. Parks & Recreation, Passive
7. Public Spaces
8. Transportation
9. Business Offices
10. Conference/Convention Center
11. Eating & Drinking Establishments
12. General Retail & Services
13. Personal Services

The following uses are allowed by conditional use in the C-1 zoning district:

1. Bed & Breakfast Inn
2. Boarding/Rooming House
3. Dwelling, live/work
4. Dwelling, single family, detached
5. Dwelling, multi-family
6. Dwelling, 3 & 4-family
7. Dwelling, 2-family
8. Fraternity/Sorority House
9. Personal Care/Group Home
10. Community Services
11. Family Child Care
12. Education Facilities
13. Institutional and Health Care Facilities
14. Places of Worship
15. Utilities
16. Funeral Home
17. Parking Lots & Garages
18. Recreation and Entertainment, Indoor
19. Vehicular Sales & Service
20. Visitor Accommodations & Services
21. Trades & Skilled Services
22. Warehousing & Distribution
23. Farm Support

NOTIFICATION

15 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 14, 2019 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls.

ANALYSIS

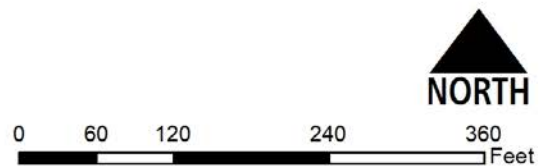
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a dwelling, single family, detached could be considered a compatible use with adjacent properties.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The site is adequately sized to accommodate the proposed use.
3. **Proper use of mitigative techniques.** None proposed
4. **Hazardous waste.** No hazardous waste or materials would be generated, used or stored at the site
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining all the property permitting required by City and State and will be required to seek a Certificate of Occupancy prior to the commencement of business operations at the site.

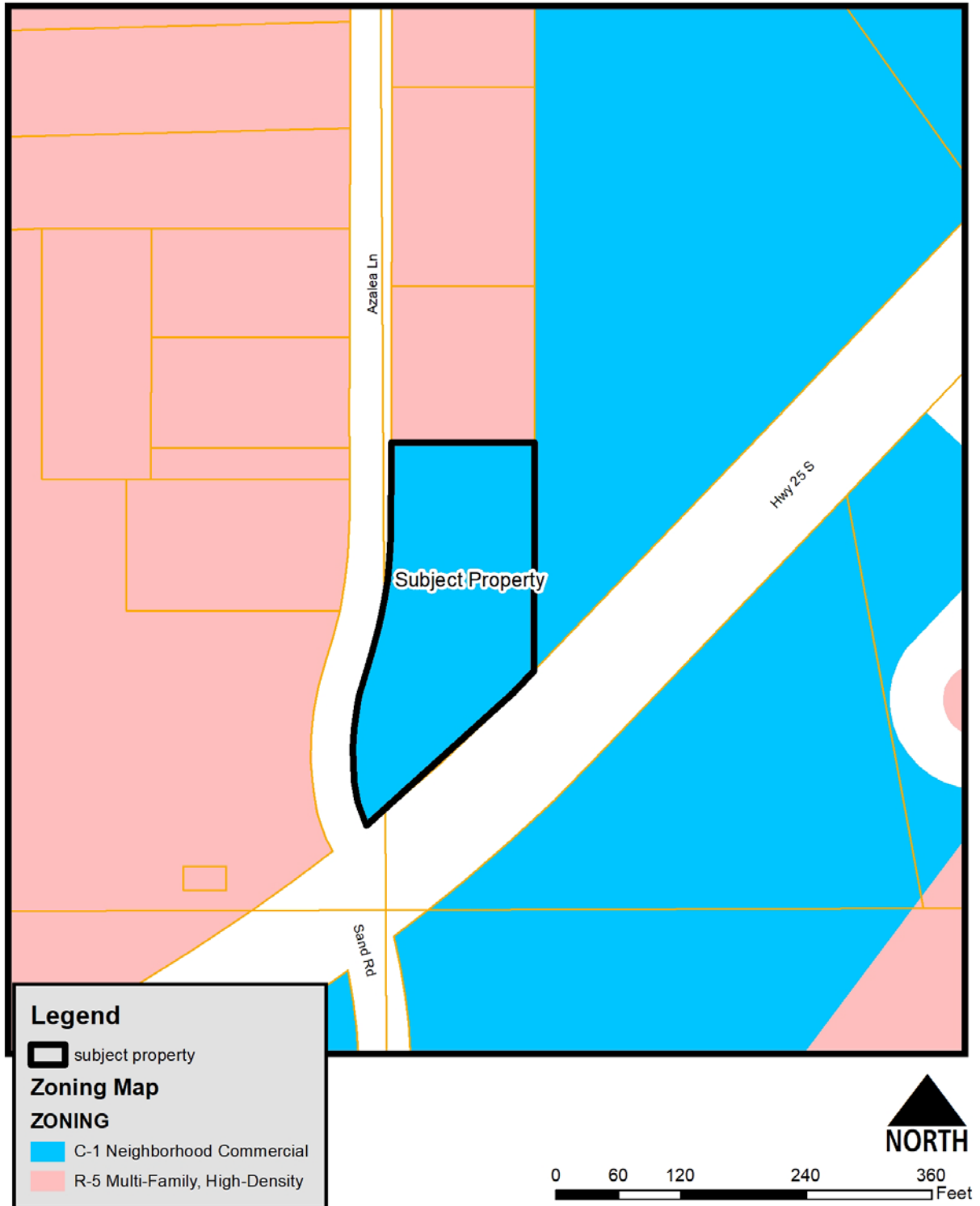
Requested Condition:

1. The applicant shall have six months from time of Conditional Use approval to a building permit.

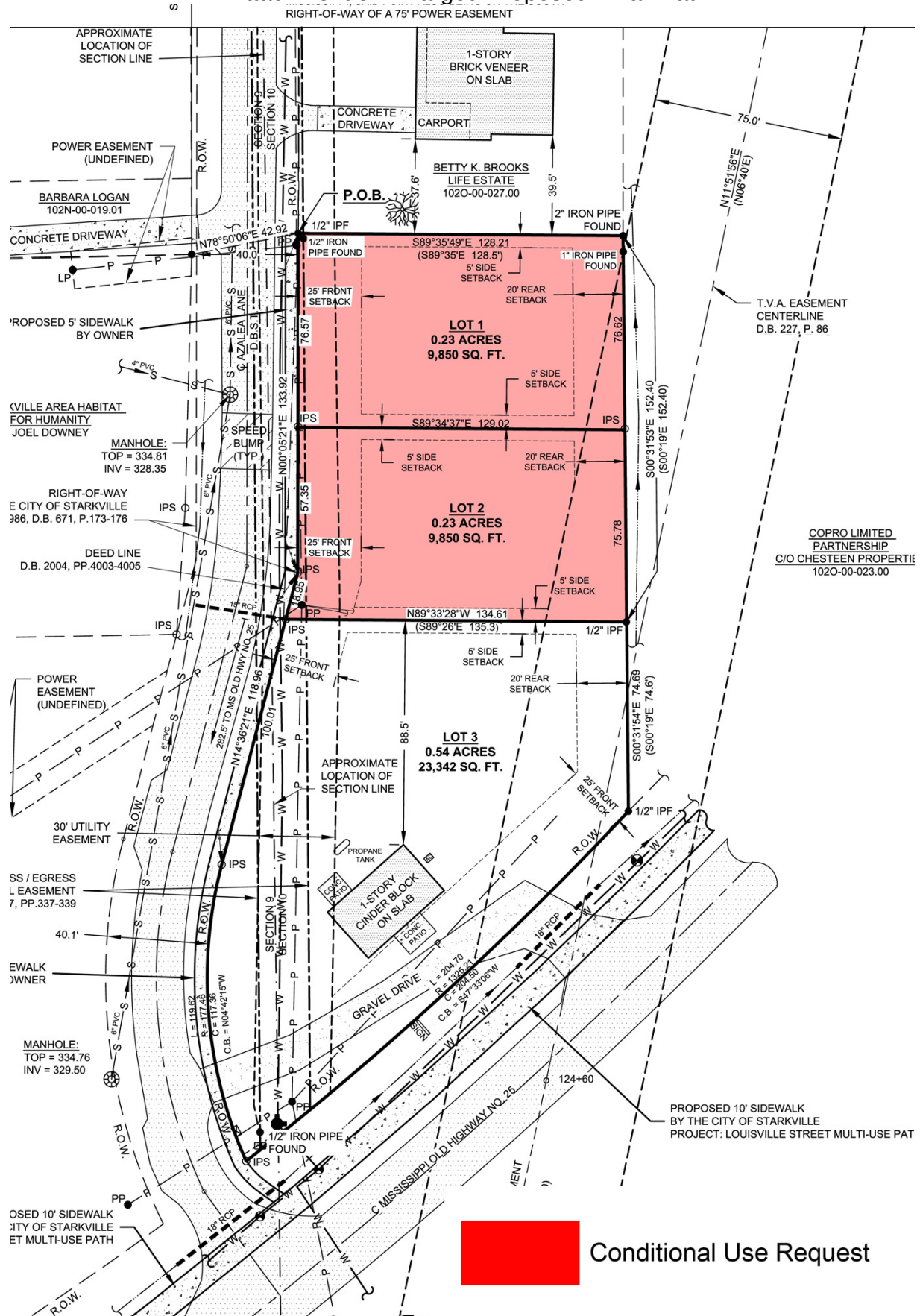
Attachment 1
CU 19-01 Aerial



Attachment 2
CU 19-01 Zoning



RIGHT-OF-WAY OF A 75' POWER EASEMENT



Conditional Use Request



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 5, 2019
PAGE: Page 1 of 9

SUBJECT:

Public Hearing and Consideration of CU 19-02 a request for Conditional Use by TEP Starkville, LLC to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn with the parcel number 117-25-021.00.

SUMMARY:

The applicant is seeking a Conditional Use to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development. The property is zoned C-2 and in order to construct a "dwelling, multi-family", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The proposal is to construct residential units on the upper floors and commercial space on the ground floor of the proposed building.

8 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 January 21, 2019 and a sign 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. On January 8, 2019 the Planning and Zoning Commission voted 6-0 to recommend approval with 3 conditions.

Recommended Conditions by the Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.
2. The applicant shall obtain a Certificate of Occupancy prior to the commencement of any business activities at the subject property.
3. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

**REQUESTING
DEPARTMENT:** Community Development

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

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of CU 19-02 a request for Conditional Use by TEP Starkville, LLC to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development with the recommended 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: CU 19-02 Request for Conditional Use by TEP Starkville, LLC to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn with the parcel number 117-25-021.00.
Date: 01-08-19

The purpose of this report is to provide information regarding Conditional Use Request by TEP Starkville, LLC to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn with the parcel number 117-25-021.00. Please see attachments 1-4.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development. The property is zoned C-2 and in order to construct a "dwelling, multi-family", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The proposal is to construct residential units on the upper floors and commercial space on the ground floor of the proposed building.

Scale and intensity of use.

The applicant has an approved preliminary plat and has submitted infrastructure plans for review by the Development Review Committee.

On- or off-site improvement needs.

The submitted infrastructure plans have proposed private and public roads as part of this development.

On-site amenities proposed to enhance the site.

Landscaping will be required per ordinance for this project.

Site issues.

There are no known site issues regarding the intended use of the site.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	R-1/C-2	vacant
East	C-2/Out of City Limits	vacant
South	R-1	vacant
West	C-2	hotel

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART 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

NOTIFICATION

8 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 December 24, 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 about this request.

ANALYSIS

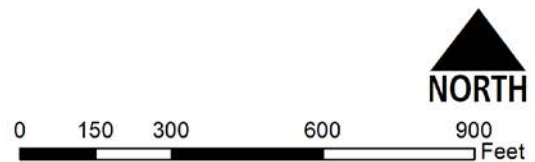
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a "dwelling, multi-family" could be considered a compatible use with adjacent properties. The property is currently zoned C-2. The 2016 Comprehensive plan has the areas placetype listed as suburban center.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The site is adequately sized to accommodate the proposed use.
3. **Proper use of mitigative techniques.** None proposed
4. **Hazardous waste.** No hazardous waste or materials would be generated, used or stored at the site
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining all the property permitting required by City and State and will be required to seek a Certificate of Occupancy prior to the commencement of operations at the site.

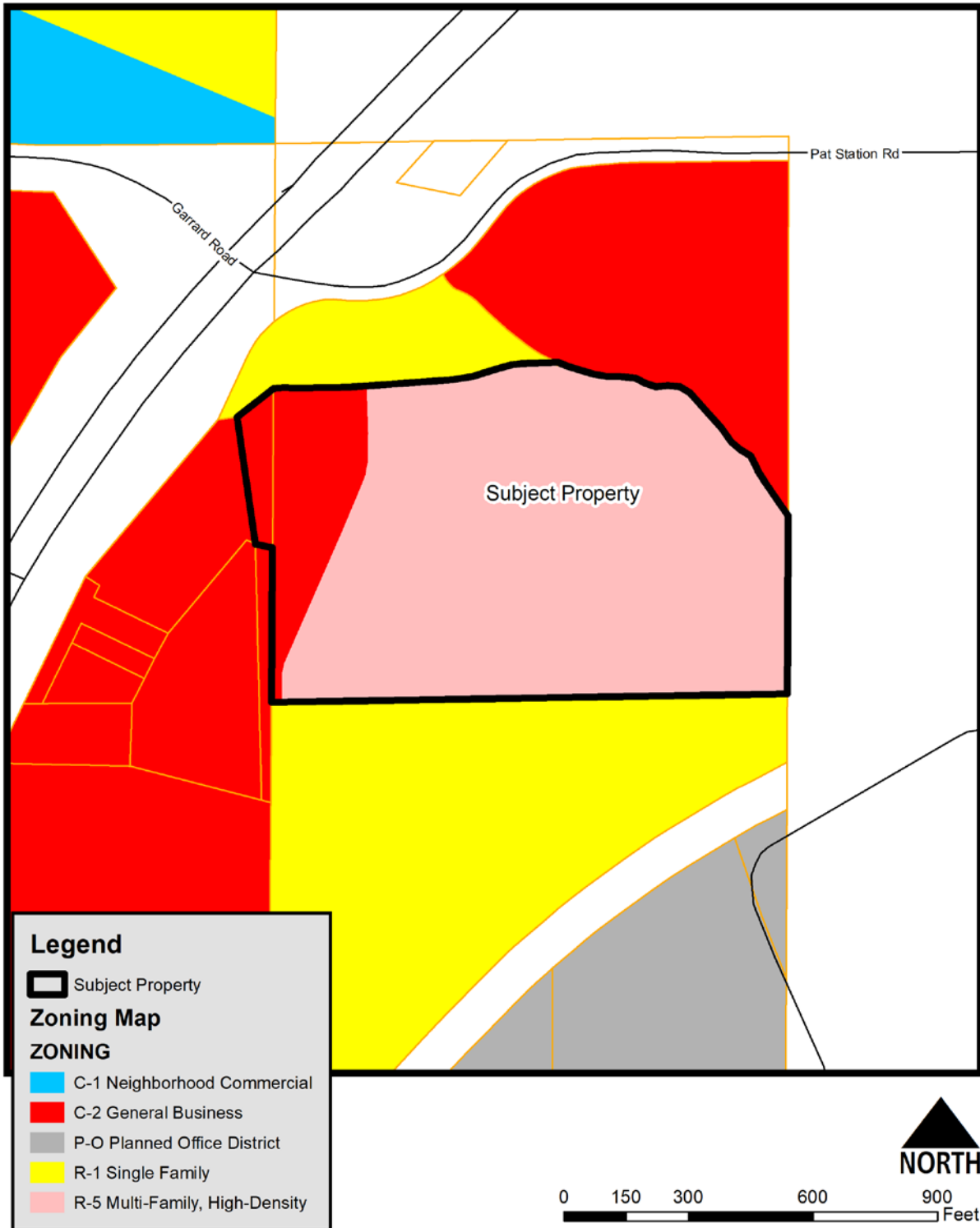
Requested Conditions:

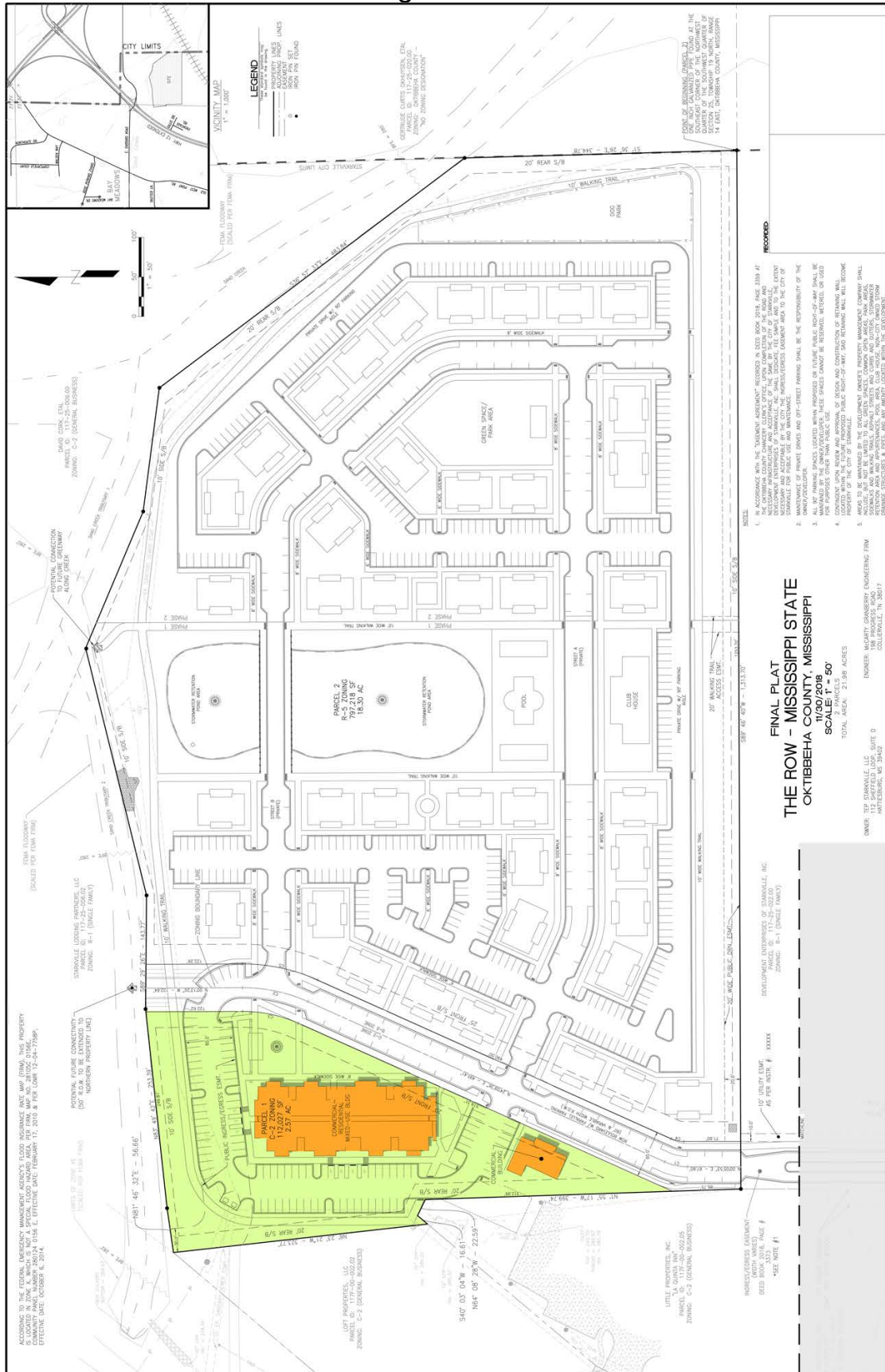
1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.
2. The applicant shall obtain a Certificate of Occupancy prior to the commencement of any business activities at the subject property.
3. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

Attachment 1
CU 19-02- Aerial



Attachment 2
CU 19-02- Zoning







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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 2-5-2019
PAGE: 1 of 24

SUBJECT:

Consideration and approval of renewing the joint 3-year contract with the Oktibbeha County Economic Development Authority (OCEDA) and the Visitors and Convention Council (VCC) for contracting with Retail Strategies for economic development within the City of Starkville for retail recruitment and activities associated with locating and facilitating new retail businesses.

AUTHORIZATION HISTORY: This would be an extension of the 3 year contract entered into by the last Board. There is a reduction in the contract base from \$100K to \$90K.

**REQUESTING
DEPARTMENT: Mayor**

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval of the three (3) year contract renewal with OCEDA and VCC for the services of Retail Strategies to promote retail development within the City of Starkville.

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”), the Oktibbeha County Economic Development Authority (“OCEDA”), the Starkville Visitors and Convention Council (“VCC”), and the City of Starkville, MS, (“Starkville”) (collectively referred to as “Clients”) on this the 5th day of February 2019, as follows:

WHEREAS, the Clients desire to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the “Project”); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Clients as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Clients and Consultant, by which Consultant will provide professional consulting and related services to the Clients as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Clients in the form of consulting and related services for the Project as set out in Exhibit A.

2. TERM

The Term of this Agreement shall commence upon February 16, 2019, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant \$30,000.00 annually split as follows: Starkville - \$15,000; OCEDA - \$10,000; VCC - \$5,000. Compensation shall be paid in full when billed by Consultant. Initial fees in year one are due upon execution of this Agreement. Consultant shall send separate

invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Clients shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Clients, and such records, reports, and information as reasonably requested by Consultant and in Clients' possession.

5. INTELLECTUAL PROPERTY

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees. Consultant shall carry the insurance listed on the Certificate of Insurance attached hereto as Exhibit "B", which is incorporated herein by reference, throughout the term of this Agreement.

8. DEFAULT AND TERMINATION

(a) In the event Consultant should violate any of the terms of this Agreement, Clients shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Clients shall be permitted to terminate this Agreement.

(b) Notwithstanding the above provision, Clients may collectively terminate this Agreement, with or without cause, by providing written notice six (6) months prior to the date of termination.

(c) In addition to the foregoing, Starkville, OCEDA, or VCC may terminate their participation in this agreement individually upon the required six (6) months written notice. In that event, any remaining parties may renegotiate the payment terms of this Agreement on mutually agreeable terms.

(d) This Agreement shall automatically expire upon the expiration of the three (3) year term. The parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Clients.

(e) All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Clients: City of Starkville, MS
110 W. Main Street
Starkville, MS 39759
Email: l.spruill@cityofstarkville.org
Attention: Mayor Lynn Spruill

Starkville Visitors and Convention Council
200 E. Main St.

Starkville, MS 39759
Email: jprather@starkville.org
Attention: Jennifer Prather

Oktibbeha County Economic Development Authority
200 E. Main St.
Starkville, MS 39759
Email: jprather@starkville.org
Attention: Jennifer Prather

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. S. Suite, 100
Birmingham, AL 35233
Email: sleara@retailstrategies.com
Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Clients, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Clients. Consultant shall not have the authority to bind or obligate the Clients, their officers, agents or employees. Clients do not reserve any right to control the methods or manner of performance of the services by Consultant. Consultant in performing the services provided herein, shall not act as an agent or employee of Clients, but shall be and act as an independent contractor, and shall be free to perform the services by such methods and in such manner as Consultant may choose.

11. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated

or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. **COVENANT NOT TO COMPETE**

Consultant agrees that during its contractual relationship with Clients, it will not perform any services similar to those provided to Clients for any person, firm, or entity, including but not limited to, governmental entity, quasi-governmental entity, political subdivision, economic development organization, chamber of commerce, municipal corporation, county, or any combination thereof located in the following counties: Oktibbeha, Clay, and Lowndes. Consultant acknowledges that the three-year term of this contract and the geographical area set forth is reasonable, and that enforcement of a remedy by way of injunction will not prevent Consultant from conducting business. It is the intent of the parties that Consultant will provide services solely to Clients within the area described in this paragraph.

13. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as applicable.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its

obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

City of Starkville, MS

By _____

Title _____

Date _____

Oktibbeha County Economic Development
Authority

By _____

Title _____

Date _____

Starkville Visitors and Convention Council

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to the City of Starkville (the “Clients”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Clients will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Clients’ designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity

5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. CLIENTS AGREEMENT

This section Client outlines what the City of Starkville (the “Clients”) will provide for Retail Strategies (the “Consultant”).

A. Point of Contact

1. One individual shall be specifically designated by Clients and identified to Consultant as primary point of contact (“POC”)
2. POC will be responsible for regular communications between Clients and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Clients as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
2. Clients/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Clients/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
4. Clients/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Clients:

1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
2. Clients/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publically

EXHIBIT B

Certificate of Insurance - Following Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2018

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

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

PRODUCER Bates, Roberts, Fowkes & Jackson Insurance 1812-6th Avenue, South Post Office Box 101637 Irondale AL 35210		CONTACT NAME: Sherre Meadows PHONE (A/C, No, Ext): (205) 956-0563 E-MAIL ADDRESS: sherre@batesia.com FAX (A/C, No): (205) 956-6905	
INSURED Retail Specialists, LLC & Retail Strategies Inc. 120 18th Street S. Suite 201 Birmingham AL 35233		INSURER(S) AFFORDING COVERAGE INSURER A: CINCINNATI INSURANCE CO INSURER B: TRAVELERS CAS & SURETY OF ILL INSURER C: CNA INSURER D: INSURER E: INSURER F:	
		NAIC # 10877 19046 35289	

COVERAGES**CERTIFICATE NUMBER:** CL18121806385**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		EPP0228811	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 1M/3M
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N		EPP0228811	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 0	N		EPP0228811	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB 7J138750	12/01/2018	12/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL REAL ESTATE LIABILITY			RFB423125938	04/18/2018	04/18/2019	Each Claim/Aggregate \$1,000,000 Deductible/Retention \$10,000

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

City of Spokane Valley, WA is listed as additional insured in regards to the above General Liability coverage as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Spokane Valley
10210 E. Sprague Ave

Spokane Valley

WA 99206

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

AUTHORIZED REPRESENTATIVE

Thomas A Roberts

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the 16th day of February 2016, as follows:

WHEREAS, the Clients desire to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the "Project"); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Clients as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Clients and Consultant, by which Consultant will provide professional consulting and related services to the Clients as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Clients in the form of consulting and related services for the Project as set out in Exhibit A.

2. TERM

The Term of this Agreement shall commence upon February 16, 2016, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant the following for such services:

PAYMENT TERMS	COMPENSATION
February 16, 2016 - September 30, 2016	Starkville - \$17,500; OCEDA - \$10,000; VCC - \$10,000
October 1, 2016 - February 15, 2017	Starkville - \$12,500
February 16, 2017 - February 15, 2018	Starkville - \$5,000; OCEDA - \$10,000; VCC - \$10,000
February 16, 2018 - February 15, 2019	Starkville - \$15,000; OCEDA - \$10,000; VCC - \$10,000

Compensation shall be paid in full when billed by Consultant. Initial fees in year one are due upon execution of this Agreement. Consultant shall send separate invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Clients shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Clients, and such records, reports, and information as reasonably requested by Consultant and in Clients' possession.

5. INTELLECTUAL PROPERTY

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees. Consultant shall carry the insurance listed on the Certificate of Insurance attached hereto as Exhibit "B", which is incorporated herein by reference, throughout the term of this Agreement.

8. DEFAULT AND TERMINATION

(a) In the event Consultant should violate any of the terms of this Agreement, Clients shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Clients shall be permitted to terminate this Agreement.

(b) Notwithstanding the above, Clients may terminate this Agreement for any reason by providing written notice six (6) months prior to the date of termination.

(c) This Agreement shall automatically expire upon the expiration of the three (3) year term. The parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Clients.

(d) All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Clients: City of Starkville, MS
 110 W. Main Street
 Starkville, MS 39759

Starkville Visitors and Convention Council

200 E. Main St.
Starkville, MS 39759

Oktibbeha County Economic Development Authority
200 E. Main St.
Starkville, MS 39759

Consultant: Retail Strategies, LLC
120 18th Street South Suite 201
Birmingham, AL 35233
Attention: Brooke Holbert

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Clients, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Clients. Consultant shall not have the authority to bind or obligate the Clients, their officers, agents or employees. Clients do not reserve any right to control the methods or manner of performance of the services by Consultant. Consultant in performing the services provided herein, shall not act as an agent or employee of Clients, but shall be and act as an independent contractor, and shall be free to perform the services by such methods and in such manner as Consultant may choose.

11. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs

of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. **COVENANT NOT TO COMPETE**

Consultant agrees that during its contractual relationship with Clients, it will not perform any services similar to those provided to Clients for any person, firm, or entity, including but not limited to, governmental entity, quasi-governmental entity, political subdivision, economic development organization, chamber of commerce, municipal corporation, county, or any combination thereof located in the following counties: Oktibbeha, Clay, and Lowndes. Consultant acknowledges that the three-year term of this contract and the geographical area set forth is reasonable, and that enforcement of a remedy by way of injunction will not prevent Consultant from conducting business. It is the intent of the parties that Consultant will provide services solely to Clients within the area described in this paragraph.

13. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as applicable.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

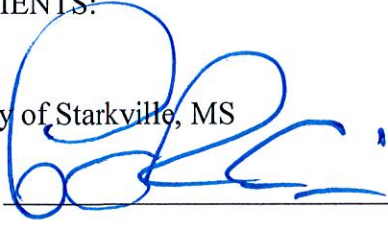
Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

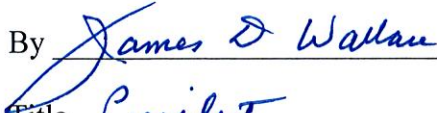
City of Starkville, MS

By 

Title Mayor

Date 2/18/16

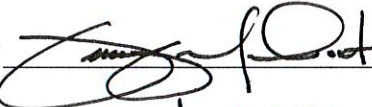
Oktibbeha County Economic Development
Authority

By 

Title President

Date 3/1/16

Starkville Visitors and Convention Council

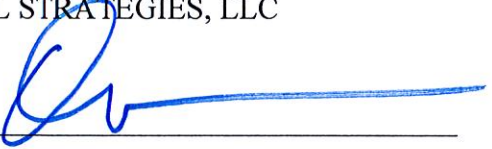
By 

Title CHAIRMAN, VCC BOARD

Date 2-29-16

CONSULTANT:

RETAIL STRATEGIES, LLC

By 

Title CEO

Date 3-2-16

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to the City of Starkville (the "Clients").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Clients will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Clients' designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. CLIENTS AGREEMENT

This section Client outlines what the City of Starkville (the "Clients") will provide for Retail Strategies (the "Consultant").

A. Point of Contact

1. One individual shall be specifically designated by Clients and identified to Consultant as primary point of contact ("POC")
2. POC will be responsible for regular communications between Clients and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Clients as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Clients/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Clients/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Clients/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Clients:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Clients/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publically

EXHIBIT B

Certificate of Insurance



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

**AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 2-5-2019
PAGE: 1**

SUBJECT:

Consideration and approval of Advertising For Letters of Interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on February 26, 2019.

AUTHORIZATION HISTORY: There is a position on the Board currently being held by Dr. Debra Prince expiring March 31, 2019.

**REQUESTING
DEPARTMENT: Mayor**

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval of Advertising for Letters of Interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on February 26, 2019.

PUBLIC NOTICE

SEEKING POTENTIAL CANDIDATES FOR APPOINTMENT TO THE STARKVILLE- OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES

The City of Starkville, Mississippi is encouraging individuals to express their interest in being considered for appointment to:

STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES

Letters of interest will be accepted until **5:00 pm, Tuesday, February 26, 2019.** Send all submissions to:

City of Starkville City Clerk
Attn: Lesa Hardin
110 West Main Street
Starkville, Mississippi 39759

l.hardin@cityofstarkville.org

In the event no submissions are received by the deadline date, the City will continue to seek potential candidates until vacancy is filled.

January 18, 2019

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, Vice Mayor and Alderman Ward 6
Henry N. Vaughn, Sr., Alderman Ward 7
Parker Wiseman, Mayor

Dear City of Starkville Leaders:

It is with continued enthusiasm and my commitment to public service that I ask to be reappointed to serve on the Starkville Oktibbeha Consolidated School District Board of Trustees. Since my initial appointment in September of 2017 and my short tenure on the board, I have participated in many professional development sessions designed for school board members and have learned so many things that has helped and will continue to help our district move forward as we continue our drive towards excellence. In fact, because of my record of professional development, I was recognized in 2018 by the Mississippi School Board Association as a Master's Circle School Board Member.

In addition to my established record of seeking and taking advantage of school board member professional development opportunities and my continued desire and commitment to grow and develop as an effective board member, I have maintained perfect school board meeting attendance. Moreover, I have established a reputation among fellow board members and school administrators as a board member who comes to each and every meeting prepared and willing to make meaningful contributions to the matters at hand.

I continue to believe that the quality of our community is a direct reflection of the quality of our school district and that the quality of our school district is a reflection of the school board. I ask that you give me the opportunity to continue the work that I have started by reappointing me to serve on the Starkville Oktibbeha Consolidated School District Board of Trustees. Given the opportunity, I will continue to work with all groups of stakeholders and members of our community to improve not only our school district in general but also the experiences that all of our children receive in our district. If reappointed, I will continue to work with other members of the board as we work to improve our effectiveness in ensuring that all our children learn and thrive. I sincerely thank you for your consideration and hope that my letter reflects my eagerness to continue to work to make our school district the best that it can be.

Sincerely,

Debra Lindsey Prince



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

AGENDA ITEM DEPT: Municipal Court
AGENDA DATE: February 05, 2019
Page: 1

SUBJECT:

Request authorization to advertise to for a Municipal Court Judge Pro Tempore in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Contract Worker at \$53.85 per hour, per § 21-23-9. Municipal judge pro tempore.

FISCAL NOTE:

AUTHORIZATION HISTORY:

§ 21-23-9. Municipal judge pro tempore.

Any municipality that appoints a municipal judge pro tempore in the absence of a municipal judge or has a justice court judge serve in the absence of a municipal court judge, as provided in this section, is authorized to compensate that municipal judge pro tempore or justice court judge in the same manner and amount as the municipality provides for the appointed or elected municipal judge who is absent.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise to for a Municipal Court Judge Pro Tempore in the Municipal Court Department.

Title: Municipal Court Judge Pro Tempore
Reports to: Mayor and Board of Aldermen
Date Prepared: 1/17/19

Department: Municipal Court
Classification: Contract Worker
Approved by Board: _____

GENERAL POSITION SUMMARY:

The position of a Municipal Court Judge Pro Tempore is established by Mississippi Code Section 21-23-9. That judge "shall have the same powers and shall perform all duties of the municipal judge in the absence of such municipal judge or if such municipal judge is unable to serve for any reason."

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

ESSENTIAL JOB FUNCTIONS:

- Preside over a variety of hearings involving traffic offenses, misdemeanor offenses, felony offenses and city ordinance violations.
- Conduct hearing and arraignments of all cases of those accused individuals before the court to answer charges made against them by complaint; presides over proceedings and maintains order of proceedings before the court; rules on the admissibility of evidence; and applies local, state and federal law in decision-making and case determination; communicates rulings to all parties involved in the case.
- Conduct sentencing hearings; explains verdicts, procedures and sentences; calculates fines, fees and restitution; selects payment due dates; selects confinement dates and determines whether to permit work release; and explains probationary terms and conditions.
- Coordinate and manage the court dockets; communicate with court personnel, and prosecutor regarding information contained in dockets; approve settlement agreements and deferred prosecution agreements submitted between the prosecutor and a defendant.
- Communicate effectively with Municipal Court personnel, law enforcement officers, attorneys, citizens and other individuals and organizations as necessary to receive information regarding problems and/or concerns; provides recommendations for improvements and/or changes; creates a respectful and customer service oriented atmosphere in the Municipal Court.
- Research case law, legal updates, ordinances, procedural and evidentiary rules, opinions, City and State code books, legislative materials, and various other legal materials; keeps apprised of changes in law, procedures and ruling; uses information gained through research to assist in making determinations for cases in Municipal Court.
- Perform official duties such as: issuing warrants and summons.
- Sign various paperwork such as arrest warrants, search warrants, prisoner transfer documentation, appeal bonds, affidavits, judgments, dismissals, etc.
- Oversee the assignment and management of the work of all Court employees through the Municipal Court Clerk.
- Evaluate and analyze statistical data on a continuing basis concerning the management of courtroom case flow and oversees periodic reports based on that data.
- Perform any and all functions outlined in Miss. Code Ann. §§ 21-23-7 and 21-23-9.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

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

Ability to:

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

EDUCATION AND EXPERIENCE GUIDELINES:

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

Preferred Education and/or Experience:

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

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

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

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

Regular and consistent attendance is a condition of continuing employment.

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

A drug screen is required for this position.



J. Brian Kelley
City of Starkville
Municipal Court Judge

THE CITY OF STARKVILLE
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 Ext.3102
Fax: 662-323-4961

January 17, 2019

Re: Matters Pertaining to the Court

Mayor and Board of Aldermen:

It is my pleasure and honor to serve in the capacity as the City of Starkville municipal judge. As I am getting acclimated and making some logistical and operational changes to the court's way of functioning, I wanted to follow up with information that I believe the Board will find pertinent and important to know.

First, we will be making a couple of scheduling changes. Our Thursday court session will be moved from an afternoon session to a morning session beginning at 9:00 a.m. and we will be holding night court the second and fourth Monday of each month. I believe that these changes will represent a cost savings as the Thursday afternoon court session often continues past 5:00 p.m. into the evening hours and we will be reducing the number of night court sessions by fifty percent.

Additionally, I will be doing initial appearances that cannot be held within the regularly held court days at the county jail so that we will not be convening municipal court at city hall which requires the presence of additional staff. I will also be utilizing video technology in accordance with the law and in conjunction with the expanded efforts of the Sheriff's Department to hold some of these appearances. I believe that these changes will result in further cost savings for the courts and the police.

As of now, these changes have been well received by all parties. We will of course continue to evaluate these new procedures and act accordingly if there are some that do not work as well as anticipated over the course of time.

The Mayor and I met shortly before our first court date to go over some of the changes that I was implementing. She inquired about my feelings regarding the position of a Judge Pro Tempore. This position is authorized under the MS statute §21-23-9. The text of the code section is cited below:

"In any municipality where a municipal judge is appointed or elected, the governing authorities shall have the power and authority to appoint a municipal judge pro tempore who shall have the same powers and qualifications for office as the municipal judge and shall perform all duties of the municipal judge in the absence of such municipal judge or if such municipal judge is unable to serve for any reason. In the event a municipal judge pro tempore is not appointed

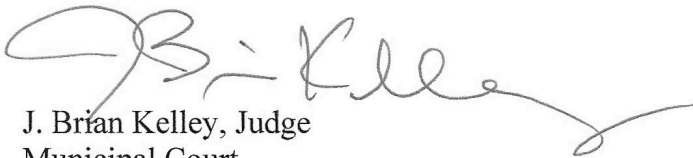
or is absent or unable for any reason to serve, any justice court judge of the county or municipal judge of another municipality may serve in his place with the same power and authority upon designation by the municipal judge. Any municipality that appoints a municipal judge pro tempore in the absence of a municipal judge or has a justice court judge serve in the absence of a municipal court judge, as provided in this section, is authorized to compensate that municipal judge pro tempore or justice court judge in the same manner and amount as the municipality provides for the appointed or elected municipal judge who is absent."

While I do not believe that there will be many instances where a Judge Pro Tempore would be utilized (especially because there is the growing acceptance of technology as a way to address some of the time sensitive requirements), I do agree that it would be a prudent precaution so that if something unforeseen were to occur there would be a contingency plan in place to make certain our court continues to function in accordance with the law and with someone who is familiar with its regular operations. Research of other communities indicate that this role is being paid in the locations that use the position at approximately \$100 per hour. I believe that there are a number of qualified individuals in our community who would be willing to serve in this role at a cost which I would anticipate to be less than \$3,500 per year.

To make such an appointment would be up to you as the hiring body, but since I had been asked about my thoughts on it I wanted to share them with you.

If you have any questions about any matters I have shared please feel free to contact me. Again, I thank you for your faith in me and I look forward to working with you for the betterment of Starkville.

Respectfully,

A handwritten signature in dark ink, appearing to read "J. Brian Kelley". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J. Brian Kelley, Judge
Municipal Court
City of Starkville, MS



AGENDA ITEM DEPT.: Sanitation

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

AGENDA DATE: February 5, 2019
PAGE: 1 of 1

SUBJECT: Consideration of increasing the monthly sanitation fee by \$1.50 monthly to a rate of \$16.75 for residential and the commercial rates by \$5.00 weekly (see chart below).

City of Starkville Sanitation & Environmental Services						
Container Fee Schedule 2012 rates (proposed increase in parentheses)						
Container Size (cubic yards)	1-Weekly Pick ups	2-Weekly Pick ups	3-Weekly Pick ups	4-Weekly Pick ups	5-Weekly Pick ups	6-Weekly Pick ups
4	\$55 (\$60)	\$110 (\$120)	\$165 (\$180)	\$220 (\$240)	\$275 (\$300)	\$330 (\$360)
6	\$75 (\$80)	\$150 (\$160)	\$225 (\$240)	\$300 (\$320)	\$375 (\$400)	\$450 (\$480)
8	\$95 (\$100)	\$190 (\$200)	\$285 (\$300)	\$380 (\$400)	\$475 (\$500)	\$570 (\$600)

Proposed commercial sanitation fee increase is indicated in parentheses.

**Basic commercial rate should be increased from \$25 to \$30*

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: The requested increase will allow us to begin collecting for the upcoming cost identified and associated with the land purchase, legal work, engineering work, permitting and construction work on closing the landfill and then periodic maintenance. It also accounts for the increased costs over the past 5 years (2013) for residential rates and 7 years (2012) for commercial rates.

AUTHORIZATION HISTORY: The need for the additional funding is in preparation for the cost associated with the remediation required by MDEQ at the landfill. The anticipated cost for the construction work will be approximately 1.5 Million over the next 12 to 18 months. The work will require engineering costs and construction costs followed by some regular, ongoing, periodic maintenance costs after closure of the landfill.

**REQUESTING
DEPARTMENT:** Sanitation

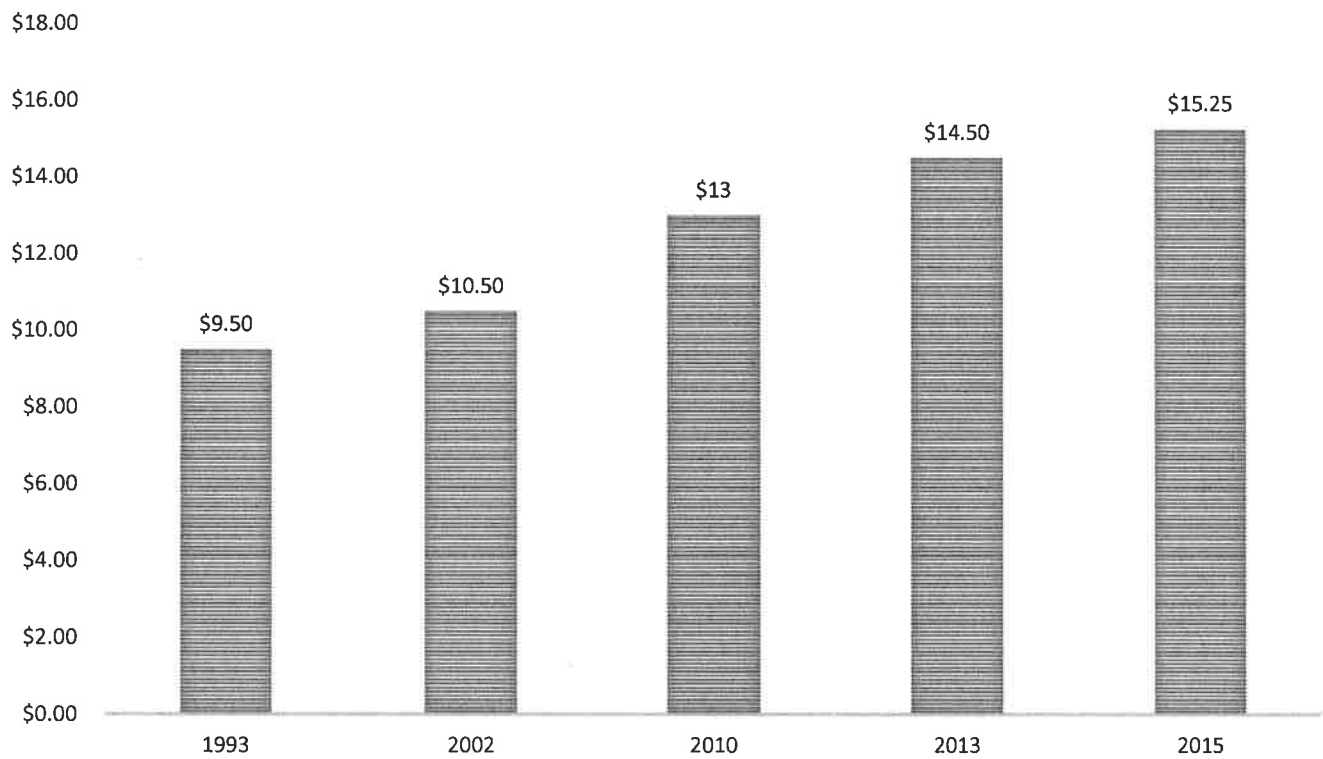
**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Calvin Ware

SUGGESTED MOTION:

Move approval of increasing the Sanitation Department monthly residential fee by \$1.50 and the commercial rate by \$5.00 weekly effective 1 April, 2019.

SANITATION FEES





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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: February 5, 2019
PAGE: 1 of 1

SUBJECT: Consideration of interviewing Dr. Simon Kim for the position of Community Development Director at the board meeting of February 19, 2019.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board interviewed by way of the internet 2 candidates for the position of Community Development Director at a special call meeting on January 29th, 2019. The next step in the process would be to interview a candidate in person if the board is interested in pursuing one of the interviewees from that meeting.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Nav Ashford

SUGGESTED MOTION:

Move approval of interviewing Dr. Simon Kim at the next regularly scheduled board meeting of February 19, 2019.



**CITY OF STARKVILLE COVERSHEET-Mayor's Office
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 02.05.19
PAGE: 1 of 1

SUBJECT: Discussion and Consideration members of the Mayor's Youth Council to attend the 12th Annual MML Statewide Youth Leadership Summit in Oxford, MS on March 1-2, 2019. Registration for will be in the amount of \$25.00 per person with hotel accommodations at \$109.00 per night.

AMOUNT & SOURCE OF FUNDING

Mayor's Youth Council -001-120-600-340

AUTHORIZATION HISTORY: The Mayor Youth Council has attended this annual conference in the past.

REQUESTING

DEPARTMENT: Mayor's office

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION, CONTACT: Mayor Youth Council Coordinator, Marketta Outlaw

SUGGESTED MOTION:

Move for approval to authorize members of the Mayor's Youth Council to attend the 12th Annual MML Statewide Youth Leadership Summit in Oxford, MS on March 1-2, 201. Registration for will be in the amount of \$25.00 per person with hotel accommodations at \$109.00 per night.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: February 5, 2019

PAGE: 1 of 1

SUBJECT: Consideration of authorizing City Attorney Chris Latimer and Slaughter and Associates to draft an annexation ordinance in anticipation of pursuing the annexation of Areas A & B or Area A as directed by the Board.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board has taken up the matter of annexation on several occasions with the instructions to pursue a more restrained area of inclusion in the city. The product on this agenda is a result of that reduction in area.

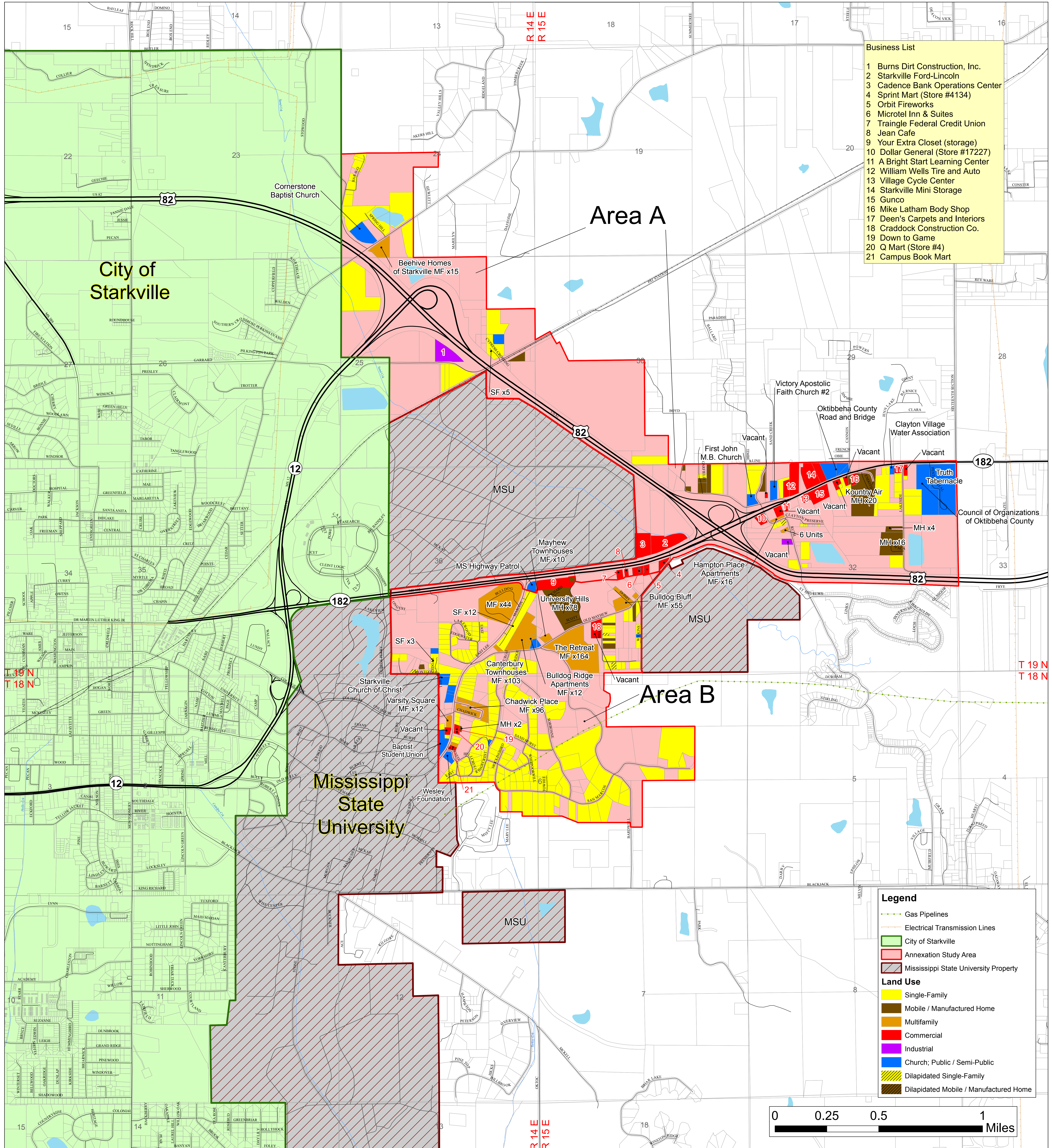
**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or Mike Slaughter

SUGGESTED MOTION:

Move approval of directing City Attorney Chris Latimer to work with Slaughter and Associates to draft an annexation ordinance for Area A & B, or alternatively, Move approval of directing Attorney Chris Latimer to work with Slaughter and Associates to draft an annexation ordinance for Area A.



General Fund
Estimate of Projected Revenues and Expenditures
Annexation Study Area A
City of Starkville, Mississippi

Revenues

	Year 1	Year 2	Year 3	Year 4	Year 5	
General Property Taxes (26.63 mills x 0.95)	\$83,358	\$89,526	\$96,151	\$103,267	\$110,908	1.074
Franchise Fees	\$6,657	\$7,150	\$7,679	\$8,247	\$8,857	1.074
Licenses & Permits	\$2,879	\$3,112	\$3,364	\$3,637	\$3,931	1.081
Intergovernmental Revenues	\$136,044	\$143,284	\$150,912	\$158,951	\$167,421	
Sales Tax	128,523	135,206	142,237	149,633	157,414	1.052
County Road Tax	7,521	8,078	8,675	9,317	10,007	1.074
Fines & Forfeits	\$5,880	\$5,927	\$5,974	\$6,022	\$6,070	1.008
	\$234,818	\$248,999	\$264,081	\$280,123	\$297,188	

Expenditures

General Government	\$41,365	\$26,465	\$26,572	\$26,686	\$26,809	
Operating Costs	1,365	1,465	1,572	1,686	1,809	1.073
Property Tax Collection Fee	25,000	25,000	25,000	25,000	25,000	
Redistricting	15,000	0	0	0	0	
Police Department	\$76,984	\$72,680	\$73,088	\$73,510	\$73,945	
Operating Costs	6,370	6,574	6,784	7,001	7,225	1.032
Year 1 Personnel	52,252	52,252	52,252	52,252	52,252	1.000
Year 1 Equipment & Uniforms	12,362	7,662	7,662	7,662	7,662	1.000
Animal Control	6,000	6,192	6,390	6,595	6,806	1.032
Fire Department	\$1,580	\$1,624	\$1,670	\$1,716	\$1,765	1.028
Community Development Department	\$46,118	\$1,200	\$644	\$691	\$741	
Operating Costs	1,118	1,200	644	691	741	1.073
Comprehensive Plan update	30,000					
Apply Zoning	15,000					
Engineering & Streets Department	\$56,703	\$46,163	\$46,578	\$47,004	\$47,443	
Operating Costs	24,002	12,337	12,682	13,038	13,403	1.028
Personnel	31,244	31,244	31,244	31,244	31,244	1.000
Equipment & Uniforms	250	100	100	100	100	1.000
Street Lights	1,207	2,482	2,551	2,623	2,696	1.028
Civil Defense/Warning System (Code Red)	\$47	\$48	\$50	\$51	\$52	1.028
	\$222,797	\$148,179	\$148,600	\$149,658	\$150,755	

Excess (deficit) revenues over exp.

Beginning Fund Balance
Ending Fund Balance

Sources:

City of Starkville City Officials & Department Heads, Financial Statements, FY18-FY19 Budget and Tax Levy.

Prepared by: Slaughter & Associates, PLLC

Date: January 28, 2019

General Fund
Estimate of Projected Revenues and Expenditures
Annexation Study Areas A & B
City of Starkville, Mississippi

Revenues

	Year 1	Year 2	Year 3	Year 4	Year 5	
General Property Taxes (26.63 mills x 0.95)	\$376,613	\$404,482	\$434,414	\$466,561	\$501,086	1.074
Franchise Fees	\$46,043	\$49,450	\$53,109	\$57,040	\$61,261	1.074
Licenses & Permits	\$18,045	\$19,507	\$21,087	\$22,795	\$24,641	1.081
Intergovernmental Revenues	\$180,573	\$190,443	\$200,861	\$211,859	\$223,470	
Sales Tax	158,764	167,020	175,705	184,841	194,453	1.052
County Road Tax	21,809	23,423	25,156	27,018	29,017	1.074
Fines & Forfeits	\$48,960	\$49,792	\$50,639	\$51,500	\$52,375	1.017
	\$670,234	\$713,674	\$760,110	\$809,754	\$862,833	

Expenditures

General Government	\$51,363	\$37,192	\$38,083	\$39,038	\$40,062	
Operating Costs	11,363	12,192	13,083	14,038	15,062	1.073
Property Tax Collection Fee	25,000	25,000	25,000	25,000	25,000	1.000
Redistricting	15,000					
Police Department	\$382,098	\$360,487	\$362,437	\$364,449	\$366,526	
Operating Costs	53,040	54,737	56,489	58,297	60,162	1.032
Year 1 Personnel	261,260	261,260	261,260	261,260	261,260	1.000
Year 1 Equipment & Uniforms	61,798	38,298	38,298	38,298	38,298	1.000
Animal Control	6,000	6,192	6,390	6,595	6,806	1.032
Fire Department	\$10,929	\$11,235	\$11,550	\$11,873	\$12,205	1.028
Community Development Department	\$54,302	\$9,981	\$5,308	\$5,695	\$6,111	
Operating Costs	9,302	9,981	5,308	5,695	6,111	1.073
Comprehensive Plan update	30,000					
Apply Zoning	15,000					
Engineering & Streets Department	\$107,912	\$76,766	\$78,038	\$79,345	\$80,689	
Operating Costs	72,434	37,231	38,274	39,345	40,447	1.028
Personnel	31,244	31,244	31,244	31,244	31,244	1.000
Equipment & Uniforms	250	100	100	100	100	1.000
Street Lights	3,984	8,191	8,420	8,656	8,899	1.028
Civil Defense/Warning System (Code Red)	\$388	\$399	\$410	\$422	\$433	1.028
	\$606,992	\$496,061	\$495,825	\$500,822	\$506,027	

Excess (deficit) revenues over exp.

Beginning Fund Balance	\$0	\$63,242	\$264,285	\$308,932	\$356,806	
Ending Fund Balance	\$63,242	\$280,855	\$545,140	\$854,072	\$1,210,878	

Sources: City of Starkville City Officials & Department Heads, Financial Statements, FY18-FY19 Budget and Tax Levy.

Prepared by: Slaughter & Associates, PLLC

Date: January 28, 2019



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 2-5-2019
PAGE: 1 of 4

SUBJECT:

Consideration and approval of a resolution in opposition to Senate Bill 2684 expanding the definition of municipal solid waste and impairing the ability of state waste authorities to continue operation and meet financial obligations and allowing waste from for profit entities to dispose of waste in ways potentially harmful to public health and natural resources.

AUTHORIZATION HISTORY: This request for support has been made by our position and role in the Golden Triangle Regional Solid Waste Authority from the Executive Director, Jimmy Sloan.

**REQUESTING
DEPARTMENT: Mayor**

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

FOR MORE INFORMATION CONTACT: Bill Webb @ 662-323-6587 or Jimmy Sloan @ 662-324-7566

SUGGESTED MOTION: Move approval of the resolution to oppose Senate Bill 2684.

**A RESOLUTION OF THE BOARD OF ALDERMAN
OF THE CITY OF STARKVILLE**

Opposing Senate Bill No. 2684, An Act to Amend Section 17-17-305

WHEREAS, the Mississippi Legislature created the Regional Solid Waste Management Act, Sections 17-17-301 through 17-17-349 of the Mississippi Code of 1972, to provide efficient municipal solid waste collection and disposal services for the citizens of this State. Under the Regional Solid Waste Management Act, any unit of local government or any combination of units may form a regional solid waste management authority (hereinafter “authority”). § 17-17-307. An authority may include multiple “members” which are units of local government participating in the authority. § 17-17-305(l). Authorities are charged with acquiring, constructing, operating, and maintaining municipal solid waste management facilities protect the health, safety, and welfare of the citizens of the State. § 17-17-303; and

WHEREAS, by enacting the Regional Solid Waste Management Act, the Legislature intended to provide adequate incentives and processes for reducing operation and other costs in the management of municipal solid waste; and

WHEREAS, the City of Starkville has determined that the amendment to the Regional Solid Waste Management Act as proposed in Senate Bill No. 2684 will modify the State’s definition of “municipal solid waste” as it is presently defined under Mississippi Code Ann. § 17-17-305 in a manner detrimental to the ability to manage municipal solid waste in a manner that ensures protection of human health, safety, and welfare and the environment; and

WHEREAS, the Regional Solid Waste Management Act, along with regulations adopted pursuant to the Act, rely on the current definition of “municipal solid waste” that means “any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments except oil field exploration and production wastes and sewage sludge.” Miss. Code Ann. § 17-17-305(m); 11 Code Miss. R. Pt. 4, R. 1.1 (2018); and

WHEREAS, Senate Bill No 2684 would modify the definition of “municipal solid waste” to mean “any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production wastes, wastes from for-profit entities, but not wastes from regional solid waste management authorities that were incorporated before July 1, 2019, and sewage sludge”; and

WHEREAS, the revised definition of “municipal solid waste” would undermine the State’s existing regulatory structure allowing the Commission on Environmental Quality to adopt rules and regulations governing disposal of “municipal solid waste” and defined in Section 17-17-205 and in accordance with Section 17-17-231 of the Nonhazardous Solid Waste Planning Act of 1991, Section 17-17-201 through 17-17-235 of the Mississippi Code of 1972, as amended; and

WHEREAS, the revised definition of “municipal solid waste,” as proposed in Senate Bill No. 2684, would increase municipal solid waste disposal costs of the citizens of the State of Mississippi. To assure the viability of municipal solid waste management facilities, the Mississippi Regional Solid Waste Management Authority Act allows authorities to enact resolutions declaring that municipal solid waste generated within their designated geographic area must be disposed of at the permitted municipal solid waste management facility or facilities serving such area and to require that members of the authorities enact ordinances or resolutions that require the same. Miss. Code. Ann. § 17-17-319(2). These resolutions or ordinances are commonly referred to as “flow control ordinances.”; and

WHEREAS, this amendment will detrimentally impair the ability of authorities and their members to enforce flow control ordinances. Numerous solid waste management authorities and their members have enacted flow control ordinances that define “municipal solid waste” using language identical to the current version of the Mississippi Regional Solid Waste Management Authority Act. The revised definition of “municipal solid waste” in Senate Bill No. 2684 would undermine the obligations in existing flow control ordinances that require that all municipal solid wastes be directed to the solid waste management authority’s designated facility for disposal. Moreover, this amendment would require the revision of all flow control ordinances in effect across the State at considerable expense to the authorities, their members, and the citizens that they serve;

WHEREAS, this amendment will hinder the ability of authorities to issue and repay bonds as authorized under Section 17-17-327 of the Mississippi Code of 1972 and to temporarily borrow funds in anticipation of the issuance of bonds under Section 17-17-331. Section 17-17-327 authorizes authorities to issue tax-exempt bonds for the acquisition, construction, improvement, closure, and post-closure maintenance of their facilities and to repay bonds from the revenues generated from waste disposal facilities. House Bill 2684 would reduce the tonnage of commercial wastes that must be directed to the facilities. Therefore, Senate Bill No. 2684 will decrease the security of outstanding municipal solid waste bonds issued by the solid waste management authorities; and

WHEREAS, the Fifth Circuit found that flow control ordinances adopted by Mississippi counties were constitutional because they did not disparately impact interstate commerce relative to intrastate commerce. Subsequently, the United States Supreme Court has ruled that flow control ordinances are acceptable under the United States Constitution; and

WHEREAS, Senate Bill No. 2684 would exclude wastes generated by for-profit entities from the definition of “municipal solid wastes.” This exclusion has the unintended consequence of removing the solid wastes generated by for-profit entities from the definition of “municipal solid waste,” thereby removing wastes from for-profit entities from the requirements of the Regional Solid Waste Management Act, the Nonhazardous Solid Waste Planning Act of 1991, and regulations adopted pursuant to these laws.

WHEREAS, this Bill would allow waste generated by for-profit entities to be disposed of without these regulatory protections of state law and contains a limiting clause that excludes wastes “from regional solid waste management authorities that were incorporated before July 1, 2019” from wastes from for-profit entities and the language of Senate Bill 2684 narrows the definition of “municipal solid waste” subject to state laws and regulations to exclude waste from for-profit entities.

WHEREAS, this change will lead to public health hazards, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values, and create public nuisances.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City of Starkville hereby opposes adoption of Senate Bill No. 2684 for the issues described above and urges members of the Accountability, Efficiency, and Transparency Committee to revise this proposed amendment such that it preserves the ability of authorities to secure funding necessary to construct, operate, and close municipal solid waste disposal facilities that are protective of the environment and health and welfare of all Mississippians.

Upon motion duly made by Alderman _____ and seconded by Alderman _____, and following discussion, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville.

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

This the 5th day of February, 2019

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 02.05.19
PAGE: 1 of 2

SUBJECT: Consideration of re-appointing Mr. Jimmy Richardson to the Municipal Airport Board to fill vacant slot, which expired on December 31, 2018. This will be a three-year term which will expire December 31, 2021.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: An advertisement to the public appeared in the Starkville Daily Newspaper.

Only one letter of interest was submitted to be considered for the vacancy on the Municipal Airport Board. The applicant, Mr. Jimmy Richardson' letter of interest is attached.

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move for approval to appoint Mr. H. Russell Rogers to the Municipal Airport Board to fill the vacant slot. This will be a three-year appointment with term expiring on December 31, 2020.

December 19th, 2018

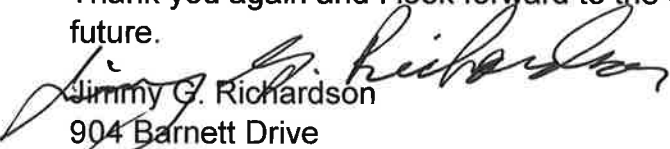
Mayor Lynn Spruill:

Mayer Spruill, I have been on the Starkville-Bryan Field Airport Board for several years and I still enjoy it. I feel that I make a contribution to keeping airport business legally and factually recorded and conducted in a quality and timely manner by filling the office of Secretary for the Board. This is my third year for filling this role and would like to continue.

It appears that I will rotate off the Airport Board at the end of the 2018 calendar year and would appreciate the support of you and the Board of Alderman in re-appointing for another term. We have a very good airport (150 feet wide runway), with continuing work being accomplished to keep the airport looking good and being aeronautically functional and safe. We are proud of the work we have accomplished with the South Hangar and T-Hangers. There is a waiting list for the T-Hangers so we need to build more to help provide more city revenue and we are planning a runway extension to allow larger aircraft the opportunity of landing and taking off at our airport.

I appreciate you and the Board allowing me to serve the city in this capacity and I ask you to allow me the opportunity of serving another term.

Thank you again and I look forward to the opportunity of working with you more in the future.



Jimmy G. Richardson
904 Barnett Drive
Starkville



AGENDA ITEM DEPT.: Board

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

AGENDA DATE: February 5, 2019

PAGE: 1 of 1

SUBJECT: Consideration of creating an Ad Hoc Recycling Committee of up to seven members to evaluate the current recycling program and develop a plan on how to proceed.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The City of Starkville has had a recycling program for many years and the changes in the items that are recyclable makes it appropriate to revisit its effectiveness and necessity.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

FOR MORE INFORMATION CONTACT: Mayor Spruill or Alderman Sistrunk

SUGGESTED MOTION:

Move approval of appointing an ad hoc recycling committee to determine the future course of recycling for the City of Starkville.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: February 5, 2019

PAGE: 1 of 10

SUBJECT: Consideration of adopting the Concerted Community Revitalization Plan for the proposed development at Westside Drive and Reed Road.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

DIRECTOR'S AUTHORIZATION:
Alderman Vaughn

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or Alderman Vaughn

SUGGESTED MOTION:

Move approval of the adoption of the Starkville Concerted Community Revitalization Plan.



**City of Starkville
Concerted Community Revitalization Plan**

I. Introduction

The City of Starkville, Mississippi is a thriving community located in Oktibbeha County Mississippi. Starkville is known for its hospitality and graciousness. Starkville has an excellent school system, unique stores and businesses, strong churches, an ever-expanding medical community and a low cost of living. Further, Starkville is proudly home to Mississippi State University.

Starkville is also home to approximately 25,000 people. It is a diverse city that attracts people from all walks of life with its history and tradition, community spirit and hospitality, and excellent quality of life. Whether raising a family or retiring to the “good life,” Starkville is the place to be. No matter what your age, it is a great place to live.

Known as “Mississippi’s College Town”, Starkville offers great access to business, cultural activities, and the vibrant and challenging educational offerings at MSU. Starkville offers all of the quintessential small town amenities, including great schools, abundant recreational

opportunities, and a quality of life that is simply unmatched.

Starkville's Planning, Building, Engineering, and Code Enforcement Departments serve the City through the enforcement of its zoning, development, building and property maintenance ordinances. Additionally, the departments assist the City in applying for and administering grant funds that are used to improve the City's infrastructure for the health and welfare of the citizens and businesses.

The City has adopted building codes to protect the health, safety and welfare of those who live in, work in, or visit our community. The City is a member of the International Building Codes Council and has adopted the International Building Code and International Residential Code along with several other codes that help ensure safer structures. Construction projects that are started without a permit may be subject to penalties and/or the removal of work that has already been completed. All persons considering construction or remodeling projects should contact the Community

Development Department to find out whether or not a permit will be required and what restrictions may apply.

II. Jurisdictional Description

The City of Starkville is wholly located in Oktibbeha County and has established city limits. The City of Starkville has various boards, commissions and committees empowered to act with advisory authority over numerous aspects of the responsibilities created by the City's statutory and home rule existence in the State of Mississippi.

However, the ultimate binding authority on all policies and decisions affecting the citizens of the City of Starkville is vested in the Board of Aldermen and implemented under the day-to-day supervision of the Mayor. It is the intent of the governing body to maintain control and accountability for such decisions. City of Starkville, Ord. No. 2013-3, §§ I, II, 4-16-13.

Further, in order to better promote the general health, safety, and welfare of the inhabitants of the City, and for the purpose of establishing uniform rules and regulations, the Starkville Board of Aldermen has adopted certain Codes for building, plumbing, gas,

electrical, fire prevention, mechanical, property maintenance, swimming pool and spa, all being incorporated herein by reference and specifically identified as follows: 2011 edition of the National Electric Code, as amended; 2012 edition of the International Building Code; 2012 edition of the International Residential Code; 2012 edition of the International Fire Code; 2012 edition of the International Mechanical Code; 2012 edition of the International Plumbing Code; 2012 edition of the International Fuel Gas Code; 2012 edition of the International Property Maintenance; 2012 edition of the International Swimming Pool and Spa Code.

Said Codes were adopted by ordinance in their entirety, save and except such portions which are hereinafter deleted, replaced, or modified. Said Codes are adopted by reference and incorporated as if fully set out herein. The provisions of said Codes shall be controlling in the construction, alteration, and repair, including any and all improvements which by their nature fall under the provisions of the Codes herein enumerated, of any and all buildings and structures which are situated within the

corporate limits of the City of Starkville, Mississippi. City of Starkville Ord. No. 2012-06, 6-5-12.

III. Revitalization Goals

The City desires to enforce its ordinances consistently with regard to its housing inventory. These goals are intended to promote health, sanitation, safety, and the general welfare of inhabitants of the City. The City desires to revitalize those areas which fail to comply with building ordinances and other ordinances which work to the detriment of the City. The City further desires to promote the new construction of high quality housing for its citizenry.

IV. Area of Revitalization

This Plan is created in order to promote the aforementioned goals for certain real property on Reed Road more particularly described on that document attached and incorporated as Exhibit A. The creation of this Plan shall have no effect on any other Plans, documents, or actions made by the City with regard to any other property nor shall it have any effect on any other Plans, documents, or actions made by the City with regard to the property referenced in this Plan itself.

V. Closing

BE IT HEREBY RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi, that the Mayor is hereby authorized to approve this Concerted Community Revitalization Plan for the City of Starkville, Mississippi.

READ, PASSED, AND ADOPTED at a meeting of the Board of Aldermen of the the City of Starkville, Mississippi, on this _____ day of _____, 2019.

[insert whatever signature blocks are appropriate]

Exhibit A





AGENDA ITEM DEPT.: Board

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

AGENDA DATE: February 5, 2019

PAGE: 1 of 1

SUBJECT: Consideration of calling for a Public Hearing to adopt an Ordinance for hunting guidelines inside the City limits of Starkville.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Miller

FOR MORE INFORMATION CONTACT: Mayor Spruill or Alderman Patrick Miller

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: February 5, 2019
PAGE: 1

SUBJECT: Request Approval to Advertise for Leasing Airport Tillable Land Located South and West of the Runway and Taxiway and Inside the Fenced Area for One Year for Farmland at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: Cost of Advertising in the Starkville Daily News, from 015-505-610-340

FISCAL NOTE: Approved by Starkville Airport Board on January 28, 2019

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve to Advertise for Leasing Airport Tillable Land Located South and West of the Runway and Taxiway and Inside the Fenced Area for One Year for Farmland at George M. Bryan Field

322. On-airport farming.

Where such use is permitted, buffers should be maintained between crops and runways, taxiways/taxilanes, and aprons. The distances in Table 3-10 are not based on the prevention of wildlife conflicts. This must be analyzed separately based on the potential for particular crops to attract wildlife.

Table 3-10. Crop buffers

Aircraft Approach Category and Design Group ¹	Distance in Feet (Meters) from Runway Centerline to Crop		Distance in Feet (Meters) from Runway End to Crop		Distance in Feet (Meters) from Centerline of Taxiway to Crop	Distance in Feet (Meters) from Edge of Apron to Crop
	Visual & ≥ 3/4 mile (1.2 km)	< 3/4 mile (1.2 km)	Visual & ≥ 3/4 mile (1.2 km)	< 3/4 mile (1.2 km)		
	feet (meters)	feet (meters)	feet (meters)	feet (meters)	feet (meters)	feet (meters)
Category A & B Aircraft						
Group I	200 ² (61)	400 (122)	300 ³ (91)	600 (183)	45 (13.5)	40 (12)
Group II	250 (76)	400 (122)	400 ³ (122)	600 (183)	66 (20)	58 (18)
Group III	400 (122)	400 (122)	600 (183)	800 (244)	93 (28)	81 (25)
Group IV	400 (122)	400 (122)	1,000 (305)	1,000 (305)	130 (40)	113 (34)
Category C, D, & E Aircraft						
Group I	530 ³ (162)	575 ³ (175)	1,000 (305)	1,000 (305)	45 (13.5)	40 (12)
Group II	530 ³ (162)	575 ³ (175)	1,000 (305)	1,000 (305)	66 (20)	58 (18)
Group III	530 ³ (162)	575 ³ (175)	1,000 (305)	1,000 (305)	93 (28)	81 (25)
Group IV	530 ³ (162)	575 ³ (175)	1,000 (305)	1,000 (305)	130 (40)	113 (34)
Group V	530 ³ (162)	575 ³ (175)	1,000 (305)	1,000 (305)	160 (49)	138 (42)
Group VI	530 ³ (162)	575 ³ (175)	1,000 (305)	1,000 (305)	193 (59)	167 (51)

Notes:

1. Approach Category depends on the approach speed of the aircraft, and ADG is based on wingspan or tail height, and as described in paragraph 102.
2. If the runway is designed for small airplanes (12,500 lbs [5670 kg] and under) in Design Group I, this dimension may be reduced to 125 feet (38 m); however, this dimension should be increased where necessary to accommodate visual NAVAIDS that may be installed. For example, farming operations should not be allowed within 25 feet (7.5 m) of a PAPI light box.
3. These dimensions reflect the Threshold Siting Surface (TSS). The TSS cannot be penetrated by any object. Under these conditions, the TSS is more restrictive than the OFA, and the dimensions shown here are to prevent penetration of the TSS by crops and farm machinery.

AGRICULTURE LAND FOR LEASE

The Starkville Airport, George M. Bryan Field, is seeking proposals from farmers interested in leasing, for one year, 66 acres of tillable land and 47.5 acres of newly cleared ground with an option to renew, all located within the fenced in area of the airport in the Starkville City limits, to be used as farm land. The property has gated and locked east and west access. Soy beans are the most desired crop to be planted and harvested. At the termination of the lease, the lessee will be required to return the land to original state by disking back flat.

Proposals should include name, address, phone number, email address, lease price per acre, crop choice to be planted and harvested. Submittals should be received no later than February 22, 2019 at 12:00 p.m. (noon) in the City Clerk's Office located at 110 West Main Street, Starkville, MS 39759. All properly marked envelopes/proposals will be opened publicly at the Regular Monthly Starkville Airport Board Meeting on February 25 and reviewed. The tabulation of bids submitted and the recommendation of the Airport Board will be considered at the March 5, 2019 Board of Alderman Meeting.

The proposal container must be marked "PROPOSAL FOR LAND LEASE" and is due by February 22, 2019 at 12:00 p.m. Proposals may be mailed to the Starkville City Clerk, 110 West Main Street, Starkville, MS 39759. Proposals may also be emailed to a secure email address: bids@cityofstarkville.org.

Questions related to the lease should be addressed to Airport Director, Rodney Lincoln, (662) 418-5900.

The Starkville Airport Board and the City of Starkville are equal opportunity employers and submittals by small business and disadvantaged business enterprises (DBE) are encouraged. The City of Starkville reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

CITY of STARKVILLE, MISSISSIPPI /S/ Lesa Hardin, City Clerk / CFO

Published February 8, 2019 and February 13, 2019



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: February 5, 2019
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of PP 19-01 and FP 19-01 Request for Preliminary and Final Plat approval for subdividing 0.99-acre parcel into 3 lots. 104 Azalea Lane in a C-1 zoning district with the parcel number 102O-00-029.00.

SUMMARY:

The applicant Starkville Habitat for Humanity is requesting Preliminary and Final Plat approval for subdividing a 0.99-acre parcel into 3 lots. The proposed subdivision is named "Habitat for Humanity Property, Azalea Subdivision, No. 2". The proposed subdivision is located in a C-1 zoning district. The proposed subdivision is located at 104 Azalea Lane. On January 8, 2019 the Planning and Zoning Commission voted 6-0 to recommend approval with 3 conditions.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of PP 19-01 and FP 19-01 Request for Preliminary and Final Plat approval for subdividing 0.99-acre parcel into 3 lots with the recommended conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 19-01 and FP 19-01 Request for Preliminary and Final Plat approval for subdividing 0.99-acre parcel into 3 lots. 104 Azalea Lane in a C-1 zoning district with the parcel number 102O-00-029.00
Date: January 8, 2019

The purpose of this report is to provide information regarding the request by Starkville Habitat for Humanity for Preliminary and Final Plat approval for subdividing a 0.99-acre parcel into 3 lots. The proposed subdivision is named "Habitat for Humanity Property, Azalea Subdivision, No. 2". The proposed subdivision is located in a C-1 zoning district. The proposed subdivision is located at 104 Azalea Lane. The applicant is also seeking a Conditional Use to place single family dwellings on Lot 1 and Lot 2. Please see attachments 1-4.

Below is information pertaining to C-1 zoning District

Sec. K. - C-1 business (local shopping) zoning district regulations.

These [C-1 business (local shopping)] districts are intended to be composed mainly of neighborhood (local) shopping and services facilities that supply the daily household needs of surrounding residential neighborhoods. Often located on one or more arterial streets, these districts are small and are located within convenient walking distance of most of the areas they will serve. To protect surrounding areas certain yard and area standards are required. [The following regulations apply to C-1 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, 35 feet; rear, 20 feet; side, ten feet, except on a lot adjoining along its side lot line a lot which is in a residential district, there shall be a side yard not less than that required by the residential district.*
- 5. Maximum height of building or structures: 35 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 of no longer than twelve months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*

(Ord. No. 2014-3, 9-16-14)

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 0.99 acres with a total of 3 lots. The proposed development has a gross density of 3.03 units per acre.

Easements and Dedications

All easements are provided on the final plat. There are no proposed roadway dedications on the plat. Electrical service is provided by Starkville Utilities. Potable water and sanitary sewer utility services is provided by the City.

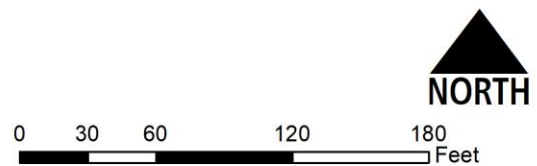
Findings and Comments

The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. This subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

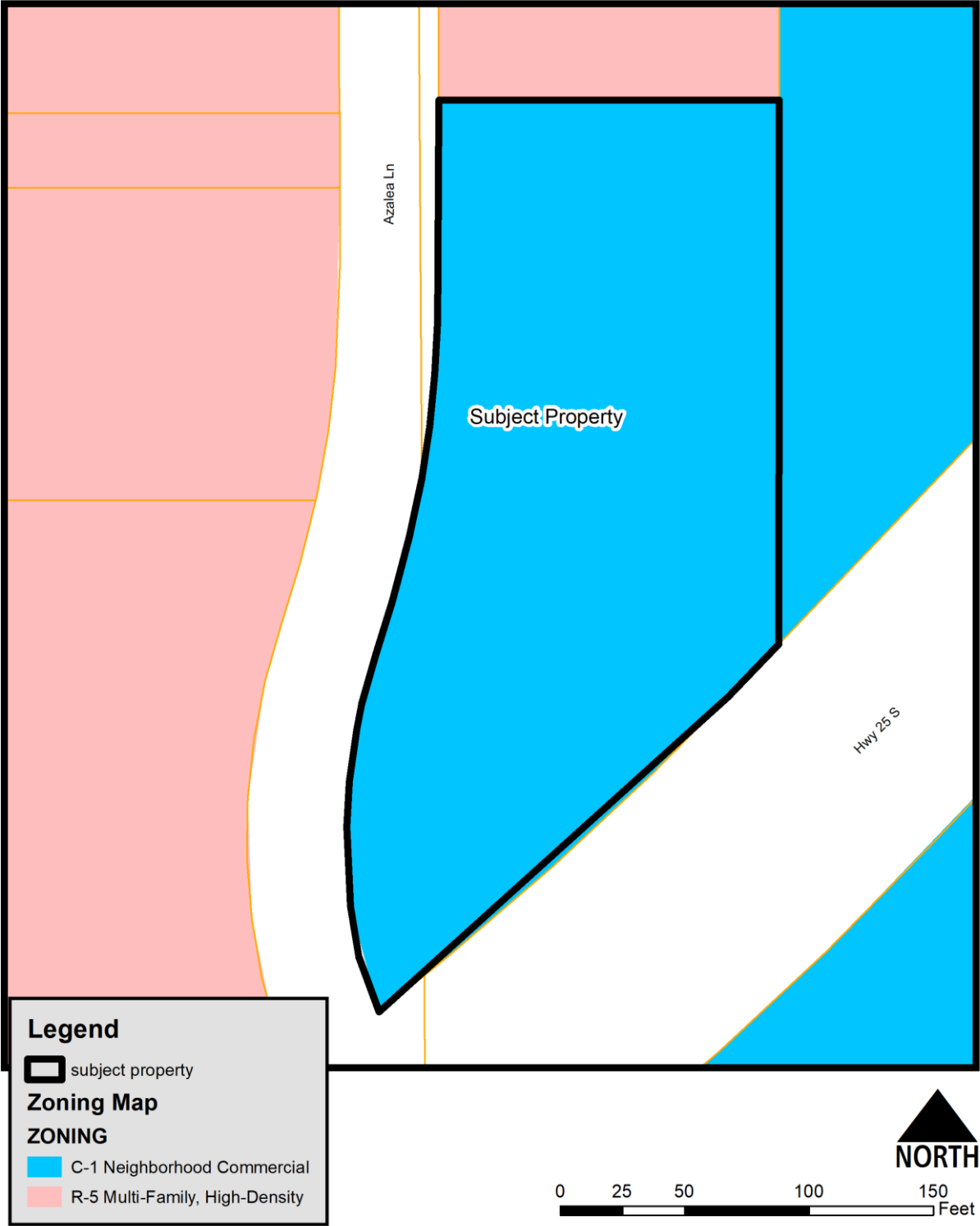
REQUESTED CONDITIONS:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

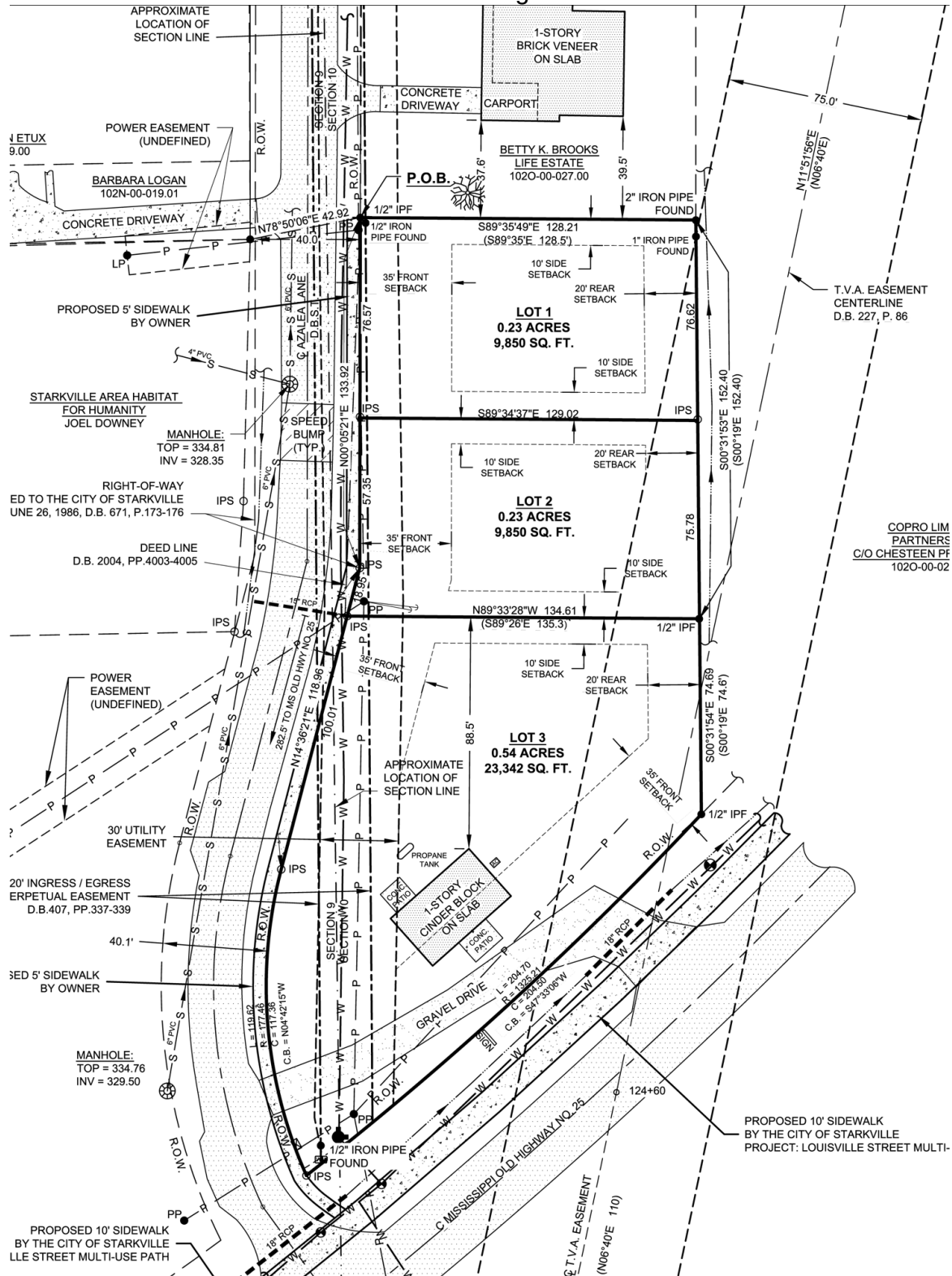
Attachment 1
PP 19-01 & FP 19-01 Aerial



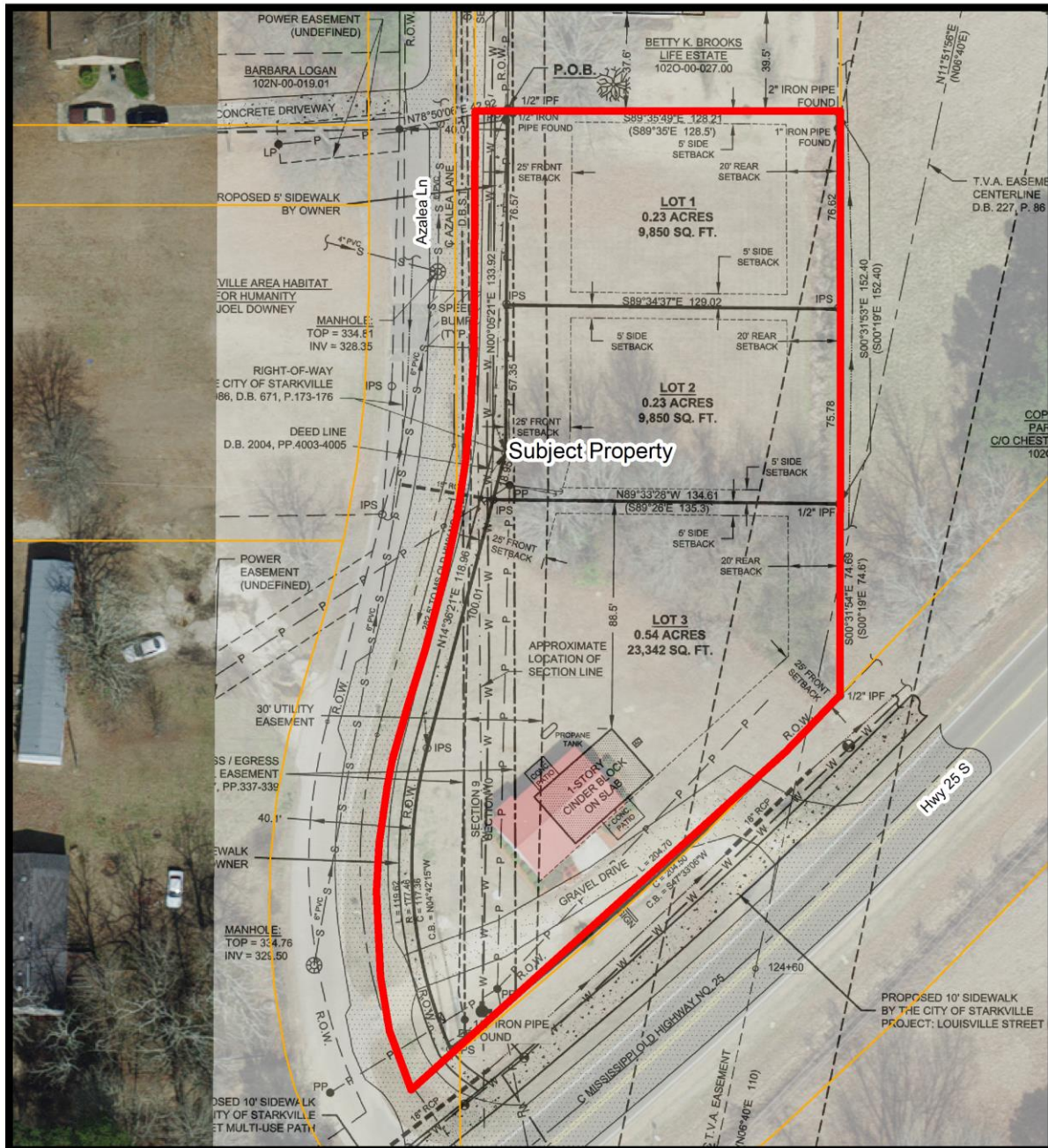
Attachment 2
PP 19-01 & FP 19-01 Zoning



Attachment 4- Enlarged Final Plat



Attachment 5
PP 19-01 & FP 19-01 Plat Overlay



Legend

 subject property





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:02.05.19
PAGE: 1 of 2

SUBJECT: Consideration of a Resolution to commit additional funds for the Mill Street ARC project in the amount of \$14,052.64.

AMOUNT & SOURCE OF FUNDING: 319-600-907-620 “Bond – Match for Grants”

FISCAL NOTE: ARC has previously committed additional funds to this project. A final payment is due to the contractor which is more than the total grant. The City must document that it will pay the remainder of the project.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

SUGGESTED MOTION: Move to Approve a Resolution to commit funds for the Mill Street ARC project in the amount of \$14,052.64.

RESOLUTION

**Authorizing the City of Starkville To
Commit Funds To
Starkville Mill Street Improvements Change Order #2
Mississippi Appalachian Regional Commission (ARC) Project #MS-18956**

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

WHEREAS, the City of Starkville has specific economic and community development needs and problems which can be corrected or alleviated by using available grant funds under the Mississippi Appalachian Regional Commission (ARC) for the purpose of public infrastructure improvements which include reconstruction of Mill Street, ARC Project Number MS-18956;

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville commits \$14,052.64 to be derived from account 319-600-907-620 "Bond – Match for Grants", contingent upon approval of said Change Order #2 by the Mississippi Development Authority.

ADOPTED, this, the 5th day of February 2019, by the Board of Aldermen of the City of Starkville, Mississippi.

Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesla Hardin, City Clerk

(SEAL)

Project: ARC Mill Street Improvements													
Contract Time Begins:													
Pay Application No. 3 For November 2018													
#	Spec #	Description	Unit	Estimated Quantity	Unit Price	Bid Amount	Work Completed This Period	Previous Work Completed	Work Completed to Date	Amount			
1	SP-2-5.1	Modify Existing Grate Inlet	EA	1	\$1,500.00	\$1,500.00		2	2	\$3,000.00			
2	SP-3-4.1	Project Sign	EA	2	\$1,500.00	\$3,000.00			0	\$0.00			
3	SP-4-5.1	6" Thick Sidewalk with Thickened Edge	LF	25	\$175.00	\$4,375.00	40		40	\$7,000.00			
4	201-A	Clearing and Grubbing	LS	1	\$9,500.00	\$9,500.00		1	1	\$9,500.00			
5	202-A	Removal of Structures and Obstructions	LS	1	\$10,000.00	\$10,000.00		1.33	1.33	\$13,300.00			
6	203-A	Unclassified Excavation, FM	CY	201	\$25.00	\$5,025.00		130.5	130.5	\$3,262.50			
7	203-EX	Borrow Excavation, AH, FME, Class B9	CY	31	\$75.00	\$2,325.00		20	20	\$1,500.00			
8	211-A	Topsoil for Slope Treatment, from Right-of-Way	SY	600	\$15.00	\$9,000.00	600		600	\$9,000.00			
9	216-A	Solid Sodding	SY	600	\$6.00	\$3,600.00	600		600	\$3,600.00			
10	234-A	Temporary Silt Fence	LF	1000	\$4.00	\$4,000.00		77	77	\$308.00			
11	237-A	Wattles, 12" (for inlet protection	LF	100	\$10.00	\$1,000.00		200	200	\$2,000.00			
12	304-F	No. 610 Crushed Stone base	TON	200	\$60.00	\$12,000.00	60.74	538.64	599.38	\$35,962.80			
13	321-A	In-Grade Preparation	MILE	0.23	\$20,000.00	\$4,600.00		0.23	0.23	\$4,600.00			
14	403-A	9.5 MM, ST, Asphalt Pavment	TON	310	\$113.00	\$35,030.00	313.02		313.02	\$35,371.26			
15	403-A	12.5 MM, ST, Asphalt Pavment	TON	80	\$149.00	\$11,920.00	93.51	9.95	103.46	\$15,415.54			
16	406-A	Cold Milling of Bituminous Pavement, All Depths	SY	2800	\$4.00	\$11,200.00	2800		2800	\$11,200.00			
17	407-A	Asphalt for Tack Coat, PG 64-22	GAL	200	\$5.00	\$1,000.00	200		200	\$1,000.00			
18	408-A	Asphalt for Prime Coat, PG 64-22	GAL	110	\$10.00	\$1,100.00			0	\$0.00			
19	510-C	Saw Cut, Full Depth	LF	1050	\$12.00	\$12,600.00		1262	1262	\$15,144.00			
20	601-B	Class B Structural Concrete, Minor Structures	CY	3	\$2,000.00	\$6,000.00		3	3	\$6,000.00			
21	602-A	Reinforcing Steel for Curb Inlet	LB	207	\$5.00	\$1,035.00		207	207	\$1,035.00			
22	603-CA	24" Reinforced Concrete Pipe, Class 3	LF	33	\$100.00	\$3,300.00		33	33	\$3,300.00			
23	608-A	Concrete Sidewalk, without Reinforcement	SY	405	\$85.00	\$34,425.00	292.88	17.78	310.66	\$26,406.10			
24	608-C	Detectable Warning Panels	SF	80	\$20.00	\$1,600.00			0	\$0.00			
25	609-D	Combination Concrete Curb and Gutter	LF	1355	\$35.00	\$47,425.00	42	1241	1283	\$44,905.00			
26	609-D	Combination Concrete Curb and Gutter (Mountable)	LF	170	\$35.00	\$5,950.00	19	170	189	\$6,615.00			
27	613-D	Adjustment of Utility Appurtenances	LS	1	\$1,500.00	\$1,500.00		1	1	\$1,500.00			
28	614-A	Concrete Driveway, without Reinforcement	SY	150	\$90.00	\$13,500.00	176.41	94.63	271.04	\$24,393.60			
29	618-A	Maintenance of Traffic	LS	1	\$9,500.00	\$9,500.00	0.25	0.75	1	\$9,500.00			
30	620-A	Mobilization	LS	1	\$14,000.00	\$14,000.00	0.25	0.75	1	\$14,000.00			
31	626-B	6" Thermoplastic Traffic Stripe, Continuous White	LF	1200	\$0.60	\$720.00	1905		1905	\$1,143.00			
32	626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	2000	\$0.60	\$1,200.00	2084		2084	\$1,250.40			
33	626-H	Thermoplastic Legend, White	sf	55	\$10.00	\$550.00	458.8		458.8	\$4,588.00			
34	637-A	Pull Box Enclosure, Type 1, Tier 15 (18"lx11"Wx24"D)	EA	2	\$2,000.00	\$4,000.00		2	2	\$4,000.00			
35	637-C	Traffic Signal Conduit, Underground, Schedule 40 PVC, 2"	LF	80	\$30.00	\$2,400.00		100	100	\$3,000.00			
36	699-A	Roadway Construction Stakes	LS	1	\$7,000.00	\$7,000.00	0.25	0.75	1	\$7,000.00			
						\$296,880.00				\$329,800.20			
Totals													

SUMMARY OF QUANTITIES OF CHANGE ORDERS (1 & 2)

ITEM NO.	ITEM	PLAN QUANTITY	REVISED QUANTITY	UNITS	COST	AMOUNT (INCREASED/DECREASED)
12	No. 610 Crushed Stone Base	200	599.38	TON	\$60.00	\$23,962.80
5	Removal of Structures and Obstructions	1	1.33	LS	\$10,000.00	\$3,300.00
33	Thermoplastic Legend, White	55	458.8	SF	\$10.00	\$4,038.00
15	12.5 MM ST, Asphalt Pavement	80	103.46	TON	\$149.00	\$3,495.54
23	Concrete Sidewalk, Without Reinforcement	405	310.66	SY	\$85.00	-\$8,018.90
28	Concrete Driveway, Without Reinforcement	150	271.04	SY	\$90.00	\$10,893.60
					TOTAL INCREASE	\$37,671.04

Change Order # 1(previously approved): \$23,618.40

Change Order #2 : \$14,052.64



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 02/05/2019
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 31, 2019 is \$2,216,096.58
Of which the claims amount for Starkville Utilities is \$1,303,975.32

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of January 31, 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 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE DAILY NEWS	300180534	01/29/2019	PINK HEALS AD-FIRE DEPT	001-000-160-618	410.00
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-000-053-206	240.06
RACKLEY OIL INC.	499288	01/29/2019	FUEL INVENTORY DIESEL	001-000-070-251	14,690.21
RACKLEY OIL INC.	499292	01/29/2019	FUEL INVENTORY	001-000-070-251	13,925.12
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0028360	01/29/2019	ADVALOREM TAXES-DECEMBER 2018	001-000-200-084	2,109.44
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19-01/27/19	001-000-053-206	22.96
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19-01/27/19	001-000-054-205	100.72
Outstanding Total:					31,498.51
Paid					
FANNISHA JONES	1349198-1	01/11/2019	REST. FROM X. COTTON	001-000-149-691	30.00
LIVE WIRE ELECTRIC, LLC	INV0028246	01/11/2019	REFUND FEES	001-000-223-022	236.25
ANDREA SPAIN	1344573-1	01/11/2019	OVERPAYMENT ON CASH BOND	001-000-149-691	500.00
DAVIS C. KELLY	1359742	01/11/2019	OVERPAYMENT FOR PARKING TICKET 41281	001-000-149-691	25.00
JACQUERIA SCALES	1341121-1	01/11/2019	REST. FROM A.SMART	001-000-149-691	100.00
JACOB DENTON	1314448	01/11/2019	OVERPAYMENT ON CASH BOND/DKT#1314448	001-000-149-691	438.00
JOHNNY CALMESE	1332743	01/11/2019	REST. FROM B. ROBERSON	001-000-149-691	100.00
MRS. DOUG HERRING	INV0028244	01/11/2019	REFUND LOT 21, PLOTS 1 & 2	001-000-392-950	1,000.00
DELVIN MCCLAIN	INV0028247	01/11/2019	REFUND BEVILL & SUELL	001-000-354-612	10.00
JESSICA FREDERICK	1000018716..17	01/25/2019	OVERPAYMENT ON CASH BONDS DKT#S 1000018716 & 18717	001-000-149-691	200.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0028307	01/25/2019	AD VALOREM TAXES - NOVEMBER 2018	001-000-200-084	482.96
OKTIBBEHA COUNTY JUSTICE COURT	1353393	01/18/2019	BRANDON LANDRUM TRANSFER TO JC/DKT#135339	001-000-149-691	400.00
OKTIBBEHA COUNTY JUSTICE COURT	1353393-R	01/18/2019	BRANDON LANDRUM TRANSFER TO JC/DKT#135339	001-000-149-691	-400.00
MITCHELL KENDRIX	1355826	01/18/2019	OVERPAID CASH BOND/DKT#1355826	001-000-149-691	35.75
CORY SHIERS	1328597-1	01/18/2019	REST. FROM D.PRESTON/DKT#1328597	001-000-149-691	200.00
FANNISHA JONES	INV0028249	01/18/2019	REST FROM X. COLLIER/DKT#1349198	001-000-149-691	70.00
JOHNNY CALMESE	INV0028250	01/18/2019	REST FROM B. ROBERSON/DKT#1332743	001-000-149-691	290.40
TOWER COMMUNITIES	INV0028252	01/18/2019	PERMIT REFUND	001-000-222-020	62.00
TOWER COMMUNITIES	INV0028252	01/18/2019	PERMIT REFUND	001-000-223-022	100.00
TOWER COMMUNITIES	INV0028252	01/18/2019	PERMIT REFUND	001-000-223-023	8.10
Paid Total:					3,888.46
Department 000 - UNDESIGNATED Total:					35,386.97
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	2027470478	01/24/2019	BEN CARVER-CAR CHARGER & CABLE	001-100-604-330	39.98
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-100-604-330	77.34

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-100-604-330	240.06
MS MUNICIPAL LEAGUE	INV0028357	01/28/2019	DAVID LITTLE/CMO ELECTIVE CLASS HATTIESBURG/4/8/19	001-100-610-350	25.00
Outstanding Total:					382.38
Department 100 - BOARD OF ALDERMEN Total:					382.38

Department: 110 - MUNICIPAL COURT

Outstanding

BLUE 360 MEDIA	INV-37458	01/23/2019	2 MS CRIM & TRAFFIC LAW MANUALS	001-110-600-300	143.22
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-110-604-330	77.34
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-110-604-330	40.01
WATERMARK PRINTERS LLC	12068	01/29/2019	2000 3 PART NOTIVE OF SETTINGS	001-110-501-200	672.00
STRICKLAND COMPANIES	540127-0	01/29/2019	PENS, PAPER	001-110-501-200	142.04
SULLIVAN'S OFFICE SUPPLY, INC.	41613	01/29/2019	CUSTOM SEAL STAMP FOR NEW JUDGE	001-110-501-200	79.92
CANON FINANCIAL SERVICES, INC	19658749	01/24/2019	QLA19783	001-110-604-330	162.30
CANON FINANCIAL SERVICES, INC	19658751	01/24/2019	SKA12799	001-110-604-330	116.36
Outstanding Total:					1,433.19
Department 110 - MUNICIPAL COURT Total:					1,433.19

Department: 120 - MAYORS OFFICE

Outstanding

COLUMBUS LOWNDES CHAMBER OF COMMERCE	25243	01/24/2019	GOLDEN TRIANGLE LEADERSHIP DUES	001-120-690-555	500.00
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-120-604-330	77.34
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-120-604-330	130.65
CANON FINANCIAL SERVICES, INC	19658748	01/24/2019	JME15733	001-120-604-330	63.75
SLAUGHTER & ASSOCIATES, PLLC	01.20.19	01/30/2019	ANNEXATION STUDY PHASE I	001-120-600-300	3,633.25
Outstanding Total:					4,404.99
Department 120 - MAYORS OFFICE Total:					4,404.99

Department: 123 - IT

Outstanding

CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-123-604-330	77.34
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-123-918-805	7.95
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-123-604-330	962.60
CANON FINANCIAL SERVICES, INC	19658753	01/24/2019	XUW04732	001-123-604-330	119.97
GARNER COMPUTER SERVICE	02.01.19	01/25/2019	FEBRUARY MONTHLY MAINTENANCE	001-123-600-300	500.00
Outstanding Total:					1,667.86
Department 123 - IT Total:					1,667.86

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

QUILL CORPORATION	3372916	01/30/2019	POST ITS, COPY PAPER, INK	001-145-501-200	174.96
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-145-604-330	4.00
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-145-604-330	77.34
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-145-604-330	40.01
CANON FINANCIAL SERVICES, INC	19658751	01/24/2019	SKA12799	001-145-604-330	116.36

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	19658754	01/24/2019	XUG04616	001-145-604-330	498.18
PETTY CASH VOUCHERS	INV0028411	01/30/2019	BUILDING REPAIRS/OFFICE SUPPLIES	001-145-501-200	15.98
Outstanding Total:					926.83
Department 145 - OTHER ADMINISTRATIVE Total:					926.83

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	954443	01/28/2019	J.MCLAURIN	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954444	01/28/2019	RF NICHOLS BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954445	01/28/2019	T.NEAL BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954446	01/28/2019	S.WILCUTT BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954448	01/28/2019	P.HELMS BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954449	01/28/2019	M. TATE BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954450	01/28/2019	K.THOMPSON POLICY	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	954451	01/28/2019	K.HENDRIX	001-159-620-371	175.00
Outstanding Total:					1,400.00
Department 159 - BONDING-CITY EMPLOYEES Total:					1,400.00

Department: 169 - LEGAL

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	366854	01/28/2019	GENERAL MATTERS	001-169-600-302	10,634.69
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	366855	01/28/2019	LITIGATED MATTERS	001-169-600-312	406.00
STARKVILLE DAILY NEWS	INV0028414	01/30/2019	ACCT #000132 ADVERTISING	001-169-615-342	17.16
Outstanding Total:					11,057.85
Department 169 - LEGAL Total:					11,057.85

Department: 180 - HUMAN RESOURCES

Outstanding

FRONTLINE TECHNOLOGIES GROUP, LLC	91891	01/25/2019	APPLICANT TRACKING IMPLEMENTATION	001-180-691-505	3,200.00
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-180-604-330	47.48
VERIZON-RETAIL	9000166488	01/29/2019	IPHONE XR	001-180-604-330	449.99
CANON FINANCIAL SERVICES, INC	19658753	01/24/2019	XUW04732	001-180-604-330	119.96
STARKVILLE DAILY NEWS	INV0028414	01/30/2019	ACCT #000132 ADVERTISING	001-180-610-340	255.10
Outstanding Total:					4,072.53
Department 180 - HUMAN RESOURCES Total:					4,072.53

Department: 190 - CITY PLANNER

Outstanding

MUNICODE	00319240	01/28/2019	62 SUPPLEMENT PAGES/2 ORDS WEB SERVICES	001-190-690-554	1,552.61
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-190-604-330	77.33
EQUINOX CORPORATION	68237	01/25/2019	FEBRUARY 2019 SERVICES	001-190-600-300	1,391.96
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-190-604-330	480.61
SULLIVAN'S OFFICE SUPPLY, INC.	41622	01/29/2019	PAPER, BINDER CLIPS, CLIPBOARD	001-190-501-200	138.75
CANON FINANCIAL SERVICES, INC	19658748	01/24/2019	JME15733	001-190-604-330	63.75

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	01.5.19	01/30/2019	REIMB BILLING STATEMENT ACCT#92-00499-0-00	001-190-491-137	3,525.00
CADENCE VISA	PKLJJ-55A93-0M7	01/30/2019	VISTAPRINT- VARIANCE & REZONING YARD SIGNS	001-190-600-326	129.60
ERIK BUSBY	INV0028409	01/30/2019	CONTRACT LABOR 01/10/19-01/30/19/COMM DEVE	001-190-600-300	980.00
STARKVILLE DAILY NEWS	INV0028414	01/30/2019	ACCT #000132 ADVERTISING	001-190-604-330	68.28
Outstanding Total:					8,407.89
Department 190 - CITY PLANNER Total:					8,407.89

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

QUILL CORPORATION	3372916	01/30/2019	POST ITS, COPY PAPER, INK	001-192-510-220	76.47
CINTAS	215386858	01/24/2019	CITY HALL 12.25.18	001-192-510-220	224.79
SULLIVAN'S OFFICE SUPPLY, INC.	41617	01/29/2019	BATTERIES	001-192-510-220	13.88
ATMOS ENERGY	INV0028395	01/30/2019	# 4012591687/CITY HALL	001-192-625-380	1,055.40
CINTAS	215392762	01/24/2019	CITY HALL 01.15.19	001-192-510-220	11.22
PETTY CASH VOUCHERS	INV0028411	01/30/2019	BUILDING REPAIRS/OFFICE SUPPLIES	001-192-630-403	14.41
BRISLIN, INC	190035	01/23/2019	QUARTERLY MAINT AGREEMENT/CITY HALL	001-192-600-338	1,000.00
LIGHTS & BALLASTS, LLC	508007	01/28/2019	CITY HALL LIGHT BULBS	001-192-630-403	184.00
CINTAS	215394704	01/24/2019	CITY HALL 01.22.19	001-192-510-220	157.66
R&D PLUMBING, LLC	2171	01/30/2019	REPAIR MENS RESTROOM CITY HALL	001-192-630-403	281.41
CAPITOL HARDWARE COMPANY, INC	0112604-IN	01/30/2019	2 MASTERKEYS TO CITY HALL	001-192-510-220	29.00
DYNAMIC FIRE PROTECTION, LLC	SI19-0003-1	01/30/2019	ANNUAL SPRINKLER INSPECTION/REPAIR COMPRESSOR	001-192-600-338	400.00
DYNAMIC FIRE PROTECTION, LLC	SI19-0003-1	01/30/2019	ANNUAL SPRINKLER INSPECTION/REPAIR COMPRESSOR	001-192-630-403	1,750.00
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-192-625-380	2,015.82
Outstanding Total:					7,214.06
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					7,214.06

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

CADENCE VISA	INV0028404	01/30/2019	DELTA AIRLINES/A.COUNTERMAN CONF. FLIGHT	001-195-691-550	399.00
CADENCE VISA	INV0028405	01/30/2019	HILTON-MEMPHIS/A.COUNTERMAN HOTEL	001-195-691-550	471.00
CADENCE VISA	INV0028406	01/30/2019	KEEP AMERICAN BEAUTIFUL CONFERENCE/A.COUNTERMA	001-195-691-550	625.00
Outstanding Total:					1,495.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					1,495.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

GOLDEN TRIANGLE PLANNING & DEVELOPM	5511	01/25/2019	GIS STARKVILLE CEMETARY MAPPING	001-196-691-300	12,160.00
SULLIVAN'S OFFICE SUPPLY, INC.	41626	01/29/2019	PARCHMENT PAPER CERTIFICATES	001-196-691-550	27.00
Outstanding Total:					12,187.00
Department 196 - CEMETERY ADMINISTRATION Total:					12,187.00

Department: 197 - ENGINEERING

Outstanding

DELL MARKETING L.P.	10258794748	01/25/2019	COMPUTER MONITOR AND STAND	001-197-630-400	440.48
---------------------	-------------	------------	----------------------------	-----------------	--------

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DELL MARKETING L.P.	10267711978	01/25/2019	COMPUTER KEYBOARD AND MOUSE	001-197-630-400	69.99
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-197-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	37.90
CANON FINANCIAL SERVICES, INC	19658748	01/24/2019	JME15733	001-197-604-330	63.75
CADENCE VISA	CM0000468	01/30/2019	AMAZON RETURN/KEMP	001-197-501-200	-29.99
Outstanding Total:					659.46
Department 197 - ENGINEERING Total:					659.46

Department: 201 - POLICE DEPARTMENT

Outstanding

TRI-STARR MUFFLER & BRAKE	461392	01/29/2019	BATTERY AND LABOR	001-201-630-360	275.78
TRI-STARR MUFFLER & BRAKE	461627	01/29/2019	BATTERY, OIL CHANGE, LABO	001-201-630-360	314.68
TRI-STARR MUFFLER & BRAKE	461317	01/29/2019	2010 CRWN VIC, PLUGS, COOLANT, PADS, ALTERNATOR, W	001-201-630-360	1,788.89
RACKLEY OIL INC.	496809	01/29/2019	GAS	001-201-525-231	158.88
BASICS, INC. A Trade America Company	22988	01/30/2019	BATTERIES	001-201-501-200	106.97
R&M TIRES	1119992	01/29/2019	OIL CHANGE, LABOR, TIRE ROTATION S-29	001-201-630-360	85.00
TRI-STARR MUFFLER & BRAKE	461362	01/29/2019	REPLACE HEADLIGHTS	001-201-630-360	59.00
MID-SOUTH UNIFORM & SUPPLY	585869	01/28/2019	BADGE	001-201-535-233	557.82
UNISTAR-SPARCO COMPUTERS, INC	1239134	01/29/2019	POWER BACK UPS	001-201-918-805	447.49
TRI-STARR MUFFLER & BRAKE	461380	01/29/2019	OIL CHANGE ON SPD99	001-201-630-360	38.95
MID-SOUTH UNIFORM & SUPPLY	585981	01/28/2019	2 BADGES	001-201-535-233	260.00
MODERN MARKETING, INC.	MMI130827	01/28/2019	EVIDENCE BAGS, POLICE KNIF	001-201-556-251	1,243.41
R&M TIRES	1120073	01/29/2019	MOUNT AND BALANCE TIRE S -61	001-201-630-360	19.00
R&M TIRES	1120080	01/29/2019	OIL AND FILTER CHANGE ON S -54	001-201-630-360	50.00
TRI-STARR MUFFLER & BRAKE	461381	01/29/2019	PENION SEAL, BRAKES, ROTORS,OIL CHG	001-201-630-360	656.92
R&M TIRES	1120095	01/29/2019	OIL CHANGE AND LABOR ON S-61	001-201-630-360	45.00
BELL BUILDING SUPPLY, INC.	244332	01/23/2019	3 DRILL BITS, BOX CONCRETE SCR	001-201-918-805	29.56
SULLIVAN'S OFFICE SUPPLY, INC.	40906	01/29/2019	CORK BOARD	001-201-501-200	48.44
TRI-STARR MUFFLER & BRAKE	461386	01/29/2019	SPD #98 AXLE SHAFT,BEARING, SEAL, OIL	001-201-630-360	563.91
OKTIBBEHA COUNTY COOPERATIVE	476831	01/28/2019	WOMEN'S BOOTS	001-201-535-233	99.85
MID-SOUTH UNIFORM & SUPPLY	586023	01/28/2019	SHIRTS, NAMEPLATES, SERVICE BARS	001-201-535-233	781.56
LOWE'S-POLICE	907836	01/28/2019	LEVEL	001-201-918-805	46.51
R&M TIRES	1120111	01/29/2019	OIL CHANGE, FILTER ON S-31	001-201-630-360	45.00
STARKVILLE FORD-LINCOLN MERCURY, IN	91901	01/29/2019	REPAIR DENT IN RIGHT DOOR -2016 FORD EXPLORER	001-201-630-360	483.40
R&M TIRES	1120137	01/29/2019	OIL CHANGE, BATTER, REPAIR TIRE S94	001-201-630-360	85.00
R&M TIRES	1120145	01/29/2019	MOUNT & BALANCE TIRE, ALIGNMENT S46	001-201-630-360	141.00
R&M TIRES	1120146	01/29/2019	ALIGNMENT, MOUNT & BALANCE TIRE	001-201-630-360	103.00
R&M TIRES	1120149	01/29/2019	MOUNT AND BALANCE TIRE S57	001-201-630-360	76.00
RACKLEY OIL INC.	120154	01/29/2019	GAS	001-201-525-231	23.29

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IVY AUTO PARTS, LLC.	604372	01/28/2019	WIPER BLADES & BATTERY FOR S-94	001-201-630-360	178.48
R&M TIRES	1120155	01/29/2019	OIL CHANGE, FILTER, S-10	001-201-630-360	85.00
R&M TIRES	1120157	01/29/2019	INSTALL PRIORITY START ON BATTERY	001-201-630-360	25.00
BRISLIN, INC	181712	01/23/2019	REPAIR A/C POLICE DEPARTMENT	001-201-600-300	633.97
BIG BLACK BOOTS	1834499	01/23/2019	CHAD WILLIAMS MOTOR PATROL BOOTS W/HEAVY SOLES	001-201-535-233	566.00
WALTER CURTIS COMPANY, L	25682	01/29/2019	POCKET BADGE, CHAIN, LANYARD	001-201-535-233	48.00
TRI-STARR MUFFLER & BRAKE	461393	01/29/2019	OIL CHANGE CVIC #55	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	461397	01/29/2019	3 HEAD LIGHT HARNESS, 2 BULBS, LABOR	001-201-630-360	198.71
TRI-STARR MUFFLER & BRAKE	461398	01/29/2019	BATTERY & LABOR #98	001-201-630-360	275.78
TRI-STARR MUFFLER & BRAKE	461400	01/29/2019	FREON AND LABOR	001-201-630-360	46.03
OKTIBBEHA COUNTY COOPERATIVE	480726	01/28/2019	CLOTHING ALLOWANCE FOR S.KELLY	001-201-535-233	224.01
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-201-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,402.30
AT&T PRIVATE LINE SERVICE	310669347	01/23/2019	NCIC PRIVATE LINE SVC JAN. 2019	001-201-604-330	206.77
WAI-MART-GENERAL CITY	00317	01/29/2019	BATTERY CHARGER	001-201-918-805	29.98
R&M TIRES	1120166	01/29/2019	REPAIR FLAT ON S-33	001-201-630-360	20.00
R&M TIRES	1120168	01/29/2019	TRANSMISSION FLUID S94	001-201-630-360	10.49
WATERMARK PRINTERS LLC	12063	01/29/2019	BUSINESS CARDS	001-201-615-343	144.00
WATERMARK PRINTERS LLC	12065	01/29/2019	DAILY ACTIVITY REPORTS	001-201-615-343	274.00
GULF STATES DISTRIBUTORS, INC.	1310442-IN	01/25/2019	6 BOXES OF BULLETS	001-201-556-251	160.50
RACKLEY OIL INC.	410050	01/29/2019	AUTOFUEL STATEMENT-POLICE 01.02.19	001-201-525-231	944.33
SULLIVAN'S OFFICE SUPPLY, INC.	41170	01/29/2019	STAPLER, INK, BIZ CARD HOLDER, STORAGE BOXES	001-201-501-200	113.96
DPS CRIME LAB	90075577	01/25/2019	ANALYTICAL FEES	001-201-600-300	120.00
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-201-604-330	2,129.18
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-201-604-330	-37.49
R&M TIRES	1120195	01/29/2019	P-96 MOUNT AND BALANCE TIRE	001-201-630-360	38.00
R&M TIRES	1120199	01/29/2019	S8 OIL & FILTER CHANGE, MOUNT/BALANCE TIRE, BRAK	001-201-630-360	143.00
R&M TIRES	1120210	01/29/2019	S16 OIL CHANGE, FILTER, TIRE ROTATION	001-201-630-360	65.00
ZERO WASTE USA, INC	156768	01/29/2019	10.65	001-201-541-240	10.65
BOB'S MOBILE RADIO	315919	01/30/2019	BATTERIES, PROGRAM EQUIP, REPAIR VIDEO EQUIP	001-201-600-300	915.00
IVY AUTO PARTS, LLC.	604758	01/28/2019	BRAKE PADS FOR S8 (2013 FORD EXPLORER)	001-201-630-360	64.14
IVY AUTO PARTS, LLC.	604822	01/28/2019	WIPER BLADES FOR S16	001-201-630-360	40.90
CANON FINANCIAL SERVICES, INC	19658750	01/24/2019	QNR08831	001-201-635-369	122.13
SULLIVAN'S OFFICE SUPPLY, INC.	41355	01/29/2019	INK CYAN	001-201-501-200	14.61
LOWE'S-POLICE	909423	01/28/2019	BLINDS	001-201-630-426	5.20
DONTE L THOMAS	INV0028304	01/25/2019	REIMB CLOTHING ALLOWANCE PURCHASES	001-201-535-233	146.51
TRITON TRAINING GROUP	1072	01/29/2019	ARMORER CLASSES	001-201-690-552	1,000.00
R&M TIRES	1120241	01/29/2019	OIL CHANGE & TIRE ROTATION S-51	001-201-630-360	65.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRI-STARR MUFFLER & BRAKE	461424	01/29/2019	PLUGS, LABOR-2007 EXPEDITION	001-201-630-360	350.00
MID-SOUTH UNIFORM & SUPPLY	586577	01/28/2019	SWEATER, PANTS	001-201-535-233	1,308.52
MID-SOUTH UNIFORM & SUPPLY	586598	01/28/2019	PANTS, NAME PLATES, MACE HOLDERS	001-201-535-233	478.51
OKTIBBEHA COUNTY SHERIFF'S OFFICE	01.09.19	01/28/2019	FEEDING INMATES DECEMBER 2018	001-201-541-237	11,040.00
R&M TIRES	1120255	01/29/2019	OIL CHANGE, LABOR S-47	001-201-630-360	45.00
SULLIVAN'S OFFICE SUPPLY, INC.	41467	01/29/2019	MARKERS, PENS, POST ITS, STAPLES,	001-201-501-200	74.19
SULLIVAN'S OFFICE SUPPLY, INC.	41505	01/29/2019	TAPE DISPENSER, POST ITS, PENS, PAPER CLIPS, BINDE	001-201-501-200	146.43
IVY AUTO PARTS, LLC.	605127	01/28/2019	WIPER BLADES FOR S47	001-201-630-360	26.88
HARLEY-DAVIDSON OF CENTRAL MS	01.10.19	01/28/2019	QTRLY LEASE PMT JAN 19- APRIL 19	001-201-635-367	2,100.00
R&M TIRES	1120273	01/29/2019	REPAIR FLAT ON S-13	001-201-630-360	20.00
HARLEY-DAVIDSON OF CENTRAL MS	38076	01/28/2019	REPAIRS ON RETURN OF LEASED MOTORCYCLE PD#34	001-201-630-360	668.41
HARLEY-DAVIDSON OF CENTRAL MS	38084	01/28/2019	REPAIRS ON RETURN OF LEASED MOTORCYCLE PD#52	001-201-630-360	183.75
HARLEY-DAVIDSON OF CENTRAL MS	38085	01/28/2019	LABOR-TRANSFER EQUIP TO NEW MOTORCYCLES	001-201-630-360	1,800.00
SULLIVAN'S OFFICE SUPPLY, INC.	41509	01/29/2019	PLANNER, INDEX CARDS	001-201-501-200	62.70
TRI-STARR MUFFLER & BRAKE	461416	01/29/2019	FRONT & REAR DISC BRAKE PADS, CONTROL ARM, OIL CH	001-201-630-360	704.53
TRI-STARR MUFFLER & BRAKE	461431	01/29/2019	OIL CHANGE 2016 FORD	001-201-630-360	46.95
WAI-MART-GENERAL CITY	09446	01/29/2019	CHARGER CORDS	001-201-501-200	24.22
WATERMARK PRINTERS LLC	12097	01/29/2019	DAILY ROSTER CARDS, EVIDENCE TAGS	001-201-615-343	293.00
JAMES IKE LANGLEY	1386	01/30/2019	UNCLOG SEWER MAIN	001-201-630-426	280.00
SULLIVAN'S OFFICE SUPPLY, INC.	41604	01/29/2019	STAPLER, FLASH DRIVES	001-201-501-200	42.00
CINTAS FIRST AID & SAFETY	5012780108	01/24/2019	ZANTAC, MUCINEX, ASPIRIN, DAYQUIL, SERVICE CHARGE	001-201-501-200	212.07
UPS STORE 3702	5540	01/29/2019	POSTAGE	001-201-604-330	10.10
TOM ROBERSON	INV0028361	01/29/2019	REIMB CLOTHING PURCHASE PER ALLOWANCE	001-201-535-233	69.50
CANON FINANCIAL SERVICES, INC	19658747	01/24/2019	JMQ18879 & JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	19658752	01/24/2019	XLG06726	001-201-635-369	286.63
R&M TIRES	112031	01/29/2019	REPAIR FLAT TIRES S-59	001-201-630-360	40.00
R&M TIRES	1120314	01/29/2019	INSTALL BATTER, QUICK STAR	001-201-630-360	40.00
ARMY NAVY PAWN SHOP	11419A	01/30/2019	2 PAIR MENS PANTS	001-201-535-233	90.00
MODERN MARKETING, INC.	131116	01/28/2019	100 COLORING BOOKS-DARE SUPPLIES	001-201-556-251	238.44
GOLDEN TRIANGLE PDD PHARMACY	16271	01/25/2019	MEDS FOR R. BELL	001-201-541-240	38.25
SULLIVAN'S OFFICE SUPPLY, INC.	41685	01/29/2019	INK YELLOW	001-201-501-200	14.61
SULLIVAN'S OFFICE SUPPLY, INC.	41697	01/29/2019	LASER LABELS, CERTIFICATE HOLDER, SUPER GLUE	001-201-501-200	49.77
MID-SOUTH UNIFORM & SUPPLY	586768	01/28/2019	BADGES	001-201-535-233	910.00
IVY AUTO PARTS, LLC.	605489	01/28/2019	BATTERY FOR S-6	001-201-630-360	163.50
UPS STORE 3702	6639	01/29/2019	POSTAGE	001-201-604-330	12.12
ATMOS ENERGY	INV0028396	01/30/2019	#4022600568/POLICE STATIO	001-201-625-380	921.08
CITY OF COLUMBUS	SPD-001336-0119	01/24/2019	FORENSIC LAB SERVICES	001-201-600-300	60.00
WATERMARK PRINTERS LLC	12108	01/30/2019	BUSINESS CARDS K.WATKINS	001-201-615-343	36.00
WATERMARK PRINTERS LLC	12109	01/30/2019	BUSINESS CARDS H.STEWART	001-201-615-343	36.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	41739	01/29/2019	INK	001-201-501-200	22.49
MID-SOUTH UNIFORM & SUPPLY	586942	01/30/2019	SHIRTS FOR DAMIAN ROBINSON	001-201-535-233	98.92
WATERMARK PRINTERS LLC	12113	01/30/2019	BUSINESS CARDS-OAKES, BANKS, COLEMAN	001-201-615-343	108.00
MID-SOUTH UNIFORM & SUPPLY	586997	01/30/2019	4 BADGES	001-201-535-233	390.00
R&M TIRES	1120377	01/30/2019	INSTALL BATTERY KILL START	001-201-630-360	25.00
SULLIVAN'S OFFICE SUPPLY, INC.	41890	01/30/2019	STENO BOOKS AND PENS	001-201-501-200	9.70
MID-SOUTH UNIFORM & SUPPLY	587023	01/30/2019	PANTS, SHIRTS, PATCHES/LATOYA, COOPER	001-201-535-233	415.85
ARMY NAVY PAWN SHOP	66421	01/30/2019	4 PAIR PANTS AND ONE PAIR OF BOOTS	001-201-535-233	227.00
R&M TIRES	1120075	01/29/2019	OIL CHANGE, FILTER, LABOR S-59	001-201-630-360	45.00
DIXIE PRECISION RIFLES, LLC	INV-2018165	01/30/2019	REPAIRS TO S.LOMAX RIFLE	001-201-630-400	854.00
FUELMAN / FLEETCOR	NP55198466	01/25/2019	FUEL REPORT 01/14/19-01/20/19	001-201-525-231	1,481.50
SCRIVENER & SON PHOTO	01.22.19	01/30/2019	PHOTO SHOOT FOR SPD FORCE +COMPOSITE AND FRA	001-201-600-300	650.00
BRISLIN, INC	190036	01/30/2019	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,125.00
PITTS SIGN COMPANY	INV0028412	01/30/2019	REPLACE LETTERING ON CARS	001-201-630-360	510.00
NEXTSTEP INNOVATION	NSI16324	01/28/2019	CAR COMPUTER	001-201-918-805	3,025.00
RANDOLPH BURNSIDE	01.23.19	01/30/2019	CULTURAL COMPETENCE/DIVERSITY TRAINING	001-201-690-552	1,500.00
BOB'S MOBILE RADIO	02.2019	01/23/2019	FEB. 2019 SERVICE AGREEMENT	001-201-630-404	440.00
WAL-MART-GENERAL CITY	02134	01/29/2019	STORAGE CONTAINERS	001-201-501-200	103.84
R&M TIRES	1120428	01/30/2019	S-52 MOUNT AND BALANCE TIRE	001-201-630-360	76.00
BOB'S MOBILE RADIO	315921	01/30/2019	REPAIRS TO P94 & P35/WATER DAMAGE, LED LI	001-201-630-400	1,320.00
SULLIVAN'S OFFICE SUPPLY, INC.	42000	01/30/2019	HANGING FOLDERS, JOURNAL BOOK. DOCUMENT FRAME	001-201-501-200	55.82
WEX Bank /WRIGHT EXPRESS FSC	57496498	01/29/2019	FUEL PURCHASES PLUS LATE CHARGE	001-201-525-231	557.76
WILLIAM WELLS TIRES & AUTO SERVICE	119935	01/30/2019	TOW FROM CAMPUS TRAILS TO IMPOUND LOT	001-201-600-300	220.00
BASICS, INC. A Trade America Company	23095	01/30/2019	JANITORIAL SUPPLIES	001-201-555-208	343.92
OKTIBBEHA COUNTY COOPERATIVE	488913	01/30/2019	SHIRTS PANTS/J.HEADLEY CLOTHING ALLOWANCE	001-201-535-233	215.93
CHARLIE JONES	INV0028407	01/30/2019	REIMB AUTOZONE HEADLIGHT PURCHASE	001-201-630-360	28.88
COVERT LAW ENFORCEMENT	INV-0470	01/30/2019	INVESTIGATOR KIT	001-201-556-251	2,143.00
FBINAA - FBI NATIONAL ACADEMY	2019	01/25/2019	2019 MEMBERSHIP DUES/R.FRANK NICHOLS	001-201-690-555	110.00
STARKVILLE NARCOTICS	01.28.19	01/29/2019	VARIOUS INFORMANT FEES	001-201-600-304	1,433.00
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19-01/27/19	001-201-525-231	1,890.41
LOWE'S-POLICE	901917C	01/28/2019	TAX REMOVED ON INV#9019	001-201-501-200	-3.62
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-201-625-380	2,812.41
Outstanding Total:					65,817.03
Paid					
STATE TAX COMMISSION	INV0028248	01/11/2019	TAG FOR FORD. VIN#5932	001-201-691-550	16.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE TAX COMMISSION	INV0028251	01/18/2019	TAG FOR MOTORCYCLES/VIN#2382 & VIN#2366	001-201-691-550	24.00
Paid Total:					40.00
Department 201 - POLICE DEPARTMENT Total:					65,857.03

Department: 261 - FIRE DEPARTMENT

Outstanding

LOWE'S-FIRE	915554	01/28/2019	ROUNDING DIFFERENCE ON TAX CREDIT	001-261-555-250	-0.01
JOSEPH DIAZ	INV0028352	01/28/2019	REIMB EXPENSES FOR SHOT RECORDS & TRANSCRIPTS	001-261-600-390	134.00
MES (MUNICIPAL EMERGENCY SERVICES, INC.)	IN1278617	01/28/2019	BLUE HYD FLUID-ONE GALLO	001-261-630-360	140.00
SHEPS CLEANERS	63136	01/29/2019	UNIFORM CLEANING	001-261-600-430	36.50
SHEPS CLEANERS	63138	01/29/2019	CLEANING -VEST AND COAT	001-261-600-430	10.00
SHEPS CLEANERS	63984	01/29/2019	UNIFORM CLEANING	001-261-600-430	31.00
SHEPS CLEANERS	64289	01/29/2019	UNIFORM CLEANING	001-261-600-430	38.50
ALARM SECURITIES, INC. dba ASI	01012019-115	01/30/2019	JANUARY 2019 MONTHLY MAINT. AGREEMENT	001-261-604-330	52.82
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-261-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	397.95
CANON SOLUTIONS AMERICA	493071	01/24/2019	FIRE DEPT USAGE	001-261-501-200	19.83
WAI-MART-GENERAL CITY	01700	01/29/2019	LINEN FOR NEW FIREFIGHTER	001-261-691-550	34.55
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-261-604-330	200.05
WAI-MART-GENERAL CITY	08980	01/29/2019	CALENDARS	001-261-501-200	11.64
STARKVILLE AUTO PARTS	120076	01/29/2019	PUSH TYPE RETAINER, CASTER CREEPER	001-261-630-360	293.45
A-1 APPLIANCE	8864	01/23/2019	PARTS FOR WASHER-STATION #3	001-261-555-250	39.90
STATE FIRE ACADEMY	26920	01/29/2019	F.I.R.S.T TRAINING	001-261-600-390	365.00
BELL BUILDING SUPPLY, INC.	245290	01/23/2019	2 PUSHBROOMS	001-261-555-250	57.58
RACKLEY OIL INC.	498874	01/29/2019	DIESEL	001-261-525-231	286.18
ATMOS ENERGY	INV0028391	01/30/2019	# 3055511080 /FIRESTATION	001-261-625-380	1,255.11
RACKLEY OIL INC.	499319	01/29/2019	DIESEL	001-261-525-231	11.44
NORTHEAST EXTERMINATING	340950	01/28/2019	FIRE STATION 1 01.10.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	340989	01/28/2019	FIRE STATION 2 01.10.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	340990	01/28/2019	FIRE STATION #3 01.10.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	341004	01/28/2019	FIRE STATION #4 01.10.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	341434	01/28/2019	FIRE STATION #5 01.10.19	001-261-558-269	22.00
NESCO ELECTRICAL DISTRIBUTORS	52295445.001	01/28/2019	HALOGEN LAMP	001-261-630-360	7.45
LANDS' END BUSINESS OUTFITTERS	SIN7042270	01/28/2019	FLEECE JACKET, 2 INTERLOCK MOCK	001-261-535-233	102.86
WAI-MART-GENERAL CITY	01730	01/29/2019	LINEN FOR NEW FIREFIGHTER	001-261-691-550	42.47
LAIRD CLINIC OF FAMILY MEDICINE	026726	01/28/2019	J.COX DRUG SCREEN	001-261-600-319	55.00
LAIRD CLINIC OF FAMILY MEDICINE	026728	01/28/2019	C.TWILLIE TB SKIN TEST	001-261-600-319	46.00
LAIRD CLINIC OF FAMILY MEDICINE	026729	01/28/2019	SCERBACK, VISION TEST, TB SKIN TEST, OFF.VISIT	001-261-600-319	166.00
DIRECTV	35736450625	01/25/2019	SATELLITE FOR STATION 5	001-261-625-380	160.75
LOWE'S-FIRE	982701	01/28/2019	FLOORING FOR ST. 1	001-261-558-269	1,504.80
HOWARD INDUSTRIES	19-00842977	01/28/2019	HP OFFICEJET 200 MOBILE PRINTER	001-261-918-805	228.00
RACKLEY OIL INC.	499235	01/29/2019	GAS FOR L2	001-261-525-231	3.58
FUELMAN / FLEETCOR	NP55156357	01/25/2019	FUEL REPORT 01/07/19- 01/13/19	001-261-525-231	29.29
WAI-MART-GENERAL CITY	00523	01/29/2019	WASH MITTS AND POLISH	001-261-555-250	19.86
EMERGENCY EQUIPMENT PROFESSIONALS	439913	01/25/2019	REPAIR L2 (STOP ENGINE LIGHT)	001-261-630-360	762.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
C&S AUTO ELECTRIC	462424	01/24/2019	STARTER FOR E31	001-261-630-360	84.00
ATMOS ENERGY	INV0028393	01/30/2019	# 3020829684/FIRESTATION #	001-261-625-380	355.45
WAI-MART-GENERAL CITY	06088	01/29/2019	PRINTER	001-261-918-805	69.00
JONES & BARTLETT	3996442	01/28/2019	TRAINING BOOKS	001-261-600-390	1,358.31
LEARNING, LLC					
S&K DOOR AND SPECIALTY COMPANY, INC.	66828	01/29/2019	REPAIR OVERHEAD DOOR ON STATION 4	001-261-558-269	400.00
NAFECO	964134	01/28/2019	100 YARDS WEBBING	001-261-918-805	147.00
BELL BUILDING SUPPLY, INC.	246189	01/23/2019	HEATER ELEMENT, UTILITY KNIFE	001-261-555-250	47.77
LOWE'S-FIRE	901513	01/28/2019	FLASHLIGHT BATTERIES, DOOR HANDLE, HEAT LAMP B	001-261-558-269	139.26
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17031879	01/30/2019	3 YELLOW JACKETS W/SCREENPRINT	001-261-535-233	165.00
ELKINS WHOLESALE	371065	01/25/2019	FOAM GUN & 2 BOTTLES OF WASH & WAX	001-261-630-360	220.25
SCOTT PETROLEUM DIV. #15	893932	01/29/2019	LP GAS STATION #5	001-261-625-380	1,039.30
FUELMAN / FLEETCOR	NP55198466	01/25/2019	FUEL REPORT 01/14/19-01/20/19	001-261-525-231	57.57
RDJ SPECIALTIES, INC	109199	01/30/2019	2 CASES OF LOLLIPOPS	001-261-501-250	508.05
BOB'S MOBILE RADIO	02.2019	01/23/2019	FEB. 2019 SERVICE AGREEMENT	001-261-630-404	310.00
STATE FIRE ACADEMY	26933	01/29/2019	FIRE SERVICE INSTRUCTOR-HERNDON	001-261-600-390	175.00
LOWE'S-FIRE	909562	01/28/2019	MICROWAVE, DOOR KNOB, CAULK FOR ST. 1	001-261-558-269	268.80
ATMOS ENERGY	INV0028392	01/30/2019	# 3017756705 /FIRESTATION	001-261-625-380	884.97
CADENCE VISA	INV0028403	01/30/2019	VIASAT-SATELLITE FOR FIRE STATION #5	001-261-604-330	170.31
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	01.5.19	01/30/2019	REIMB BILLING STATEMENT ACCT#92-00499-0-00	001-261-491-137	579.74
ATMOS ENERGY	INV0028394	01/30/2019	# 3018177204 /FIRESTATION	001-261-625-380	682.03
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19-01/27/19	001-261-525-231	38.59
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-261-625-380	1,778.70
Outstanding Total:					16,209.98
Department 261 - FIRE DEPARTMENT Total:					16,209.98

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-281-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	151.60
CANON FINANCIAL SERVICES, INC	19658748	01/24/2019	JME15733	001-281-604-330	63.75
FUELMAN / FLEETCOR	NP55156357	01/25/2019	FUEL REPORT 01/07/19-01/13/19	001-281-525-231	22.80
FUELMAN / FLEETCOR	NP55198466	01/25/2019	FUEL REPORT 01/14/19-01/20/19	001-281-525-231	26.41
MIKE ST LOUIS	INV0028356	01/28/2019	REIMB BOAM GROUP LUNCH	001-281-610-350	10.00
TRUSTMARK NATIONAL BANK	02.18.19	01/29/2019	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	410.53
TRUSTMARK NATIONAL BANK	02.18.19	01/29/2019	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	40.85
Outstanding Total:					803.27
Department 281 - BUILDING/CODES OFFICE Total:					803.27

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0028305	01/15/2019	99633-01 CIVIL AIR PATROL	001-290-625-380	34.32
-------------------------------------	------------	------------	---------------------------	-----------------	-------

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-290-625-380	179.26
Outstanding Total:					213.58
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					213.58
Department: 301 - STREET DEPARTMENT					
Outstanding					
G&C SUPPLY CO., INC	6709491	01/25/2019	INTERLOCKING BRACKET SET-151	001-301-565-272	739.90
G&C SUPPLY CO., INC	6709492	01/25/2019	20 SIGN BASES	001-301-565-272	500.00
HILL MANUFACTURING COMPANY, INC.	987577-78	01/28/2019	DOZEN CANS INSECT REPELLANT	001-301-555-250	142.23
FASTENAL COMPANY	MSSTA81485	01/25/2019	ROTARY KIT, BITS, AG JOBBER	001-301-555-250	685.29
G&C SUPPLY CO., INC	6713817	01/25/2019	1 PACK APPLICATION TAPE	001-301-565-272	45.95
G&C SUPPLY CO., INC	6714988	01/25/2019	50 YD BLACK SHEETING	001-301-565-272	95.00
LOWE'S-STREET	910379	01/28/2019	POST LEVELS, 20V COMBO KIT	001-301-555-250	340.06
STARKVILLE AUTO PARTS	119064	01/29/2019	OIL AND FILTER	001-301-630-360	31.90
STARKVILLE AUTO PARTS	119125	01/29/2019	UTILITY ROLL, O RING	001-301-630-360	70.49
STARKVILLE AUTO PARTS	119657	01/29/2019	12 QUARTS OIL	001-301-630-360	59.88
STARKVILLE AUTO PARTS	119430	01/29/2019	PREMIUM STARTING FLUID	001-301-630-360	10.77
STARKVILLE AUTO PARTS	119432	01/29/2019	2 BATTERIES	001-301-630-360	303.98
STARKVILLE AUTO PARTS	119436	01/29/2019	FUSE	001-301-630-360	4.99
STARKVILLE AUTO PARTS	119468	01/29/2019	V BELTS	001-301-630-360	159.97
STARKVILLE AUTO PARTS	119579	01/29/2019	BRAKE PADS AND ROTORS	001-301-630-360	153.98
STARKVILLE AUTO PARTS	119596	01/29/2019	BRAKE PADS AND CALIPERS	001-301-630-360	207.97
STARKVILLE AUTO PARTS	119606	01/29/2019	O RING KIT	001-301-630-360	4.99
STARKVILLE AUTO PARTS	119608	01/29/2019	REPLACEMENT TIPS	001-301-630-360	33.37
STARKVILLE AUTO PARTS	119652	01/29/2019	12 PIECE SOCKET SET	001-301-630-360	7.99
STARKVILLE AUTO PARTS	119732	01/29/2019	1 DRIVE X 27MM	001-301-630-360	37.99
O'REILLY AUTO PARTS	0997-455337	01/28/2019	ADAPTER, PLIERS, SOCKET	001-301-630-400	34.97
STARKVILLE AUTO PARTS	119868	01/29/2019	RELAY SWITCH	001-301-630-360	34.58
CINTAS	215386847	01/24/2019	STREET DEPT 12.25.18	001-301-501-200	86.81
STARKVILLE AUTO PARTS	119975	01/29/2019	WIPER BLADES AND MINI BUL	001-301-630-360	31.97
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-301-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	322.15
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	001-301-604-330	87.49
OKTIBBEHA COUNTY COOPERATIVE	483140	01/28/2019	CARHART JACKET	001-301-535-233	82.65
POLLAN & ASSOC. PA	5514	01/30/2019	LADIES PULLOVE W/LOGO FOR T.COLE	001-301-535-233	41.98
SHERWIN WILLIAMS CO.	8392-2	01/29/2019	SPECIAL CP 1.5"	001-301-630-360	16.99
LOWE'S-STREET	909738	01/28/2019	MIRROR, LIGHT FIXTURE, WASTE BASKET, LIGHT BULBS	001-301-630-360	372.96
PAUL'S WELDING	0184	01/30/2019	CHANGE OUT TOP HOOK ON 2 BASKETS FOR TRK HOE	001-301-630-360	350.00
BELL BUILDING SUPPLY, INC.	245357	01/23/2019	POLY FILM, CHIP BRUSH, TROWEL, PAIN, UTILITY KNIFE	001-301-555-250	80.70
BELL BUILDING SUPPLY, INC.	245381	01/23/2019	POLY FILM 15FT X 25FT	001-301-555-250	-16.65
POLLAN & ASSOC. PA	5518	01/30/2019	EMBROIDERY ON 3 JACKETS (BROUGHT IN)	001-301-535-233	60.00
EAST MISSISSIPPI LUMBER CO	F9034	01/25/2019	CABLE TIES, STRETCH HANDLE	001-301-555-250	39.39
H&R AGRI-POWER	CN62930	01/28/2019	KUB GASKET, ASSY PUMP, FREIGHT	001-301-630-400	194.68
ATMOS ENERGY	INV0028397	01/30/2019	# 3020752444/STREET DEPT	001-301-625-380	1,787.16
SHERWIN WILLIAMS CO.	4012-5	01/29/2019	YELLOW PAINT	001-301-630-360	37.36
SHERWIN WILLIAMS CO.	8385-6	01/29/2019	PAINT, PRIMER,	001-301-630-360	118.64
APAC-MISSISSIPPI, INC	4000084451	01/30/2019	2.83 TONS ST 9.5	001-301-560-270	208.01
APAC-MISSISSIPPI, INC	4000084478	01/30/2019	3.15 TONS ST 9.5	001-301-560-270	232.26
LOWE'S-STREET	15771	01/28/2019	RETURN TUMBLED TILE	001-301-630-360	-28.80
CINTAS	215392751	01/24/2019	STREET DEPT 01.15.19	001-301-501-200	47.64

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS FIRST AID & SAFETY	5012780121	01/30/2019	BANDAGES, BANDAIDS, NEOSPORIN, IBUPROFEN, GLOVES	001-301-630-360	111.51
POLLAN & ASSOC. PA	5527	01/30/2019	4 LADIES SHORT SLEEVE SHIRTS W/LOGO	001-301-535-233	127.92
LOWE'S-STREET	910491	01/28/2019	ENTRY LVR SVANNAH TILE	001-301-630-360	21.84
FOUR SEASONS LAWN & LANDSCAPE LLC	206022	01/30/2019	LOUISVILLE ST. MEDIAN REPAIRS	001-301-691-370	4,575.00
CINTAS	215394693	01/24/2019	STREET DEPT 01.22.19	001-301-501-200	86.81
CADENCE VISA	0125783580	01/30/2019	TRAFFIC SAFETY STORE-12 PLASTIC SPEED BUMPS	001-301-560-270	1,358.27
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19- 01/27/19	001-301-525-231	38.85
TRUSTMARK NATIONAL BANK	02.18.19	01/29/2019	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	410.52
TRUSTMARK NATIONAL BANK	02.18.19	01/29/2019	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	40.85

Outstanding Total: 14,708.54

Department 301 - STREET DEPARTMENT Total: 14,708.54

Department: 302 - STREET LIGHTING

Outstanding

MSU FACILITIES	INV0028358	01/28/2019	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-302-625-380	23.52
MANAGEMENT- TRAFFIC LIGH					
4-COUNTY ELECTRIC POWER	INV0028408	01/30/2019	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-302-625-380	106.99
ASSOCIATION					
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-302-625-380	39.44
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-302-625-380	29,779.67

Outstanding Total: 29,949.62

Department 302 - STREET LIGHTING Total: 29,949.62

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	001-360-604-330	77.33
---------------------------	---------	------------	----------------	-----------------	-------

Outstanding Total: 77.33

Department 360 - ANIMAL CONTROL Total: 77.33

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CINTAS-PARKS	215373286	01/24/2019	WEEKLY MAT CLEANING 11.07.18	001-550-501-208	41.11
CINTAS-PARKS	215375321	01/24/2019	WEEKLY MAT CLEANING 11.14.18	001-550-501-208	41.11
MSU-PARKING & TRANSIT SERVICES	1118 105	01/28/2019	SHUTTLE RENTAL- HALLOWEEN 2018	001-550-600-355	362.50
LOWE'S- PARKS	911942	01/28/2019	2 UTILITY FANS/HEATERS	001-550-630-426	37.76
LOWE'S- PARKS	909707	01/28/2019	2 UTILITY FAN/HEATERS, 8PC SPEEDBOR SET, HASPS	001-550-630-426	160.21
TORK WINCH-POSILOK	527982	01/29/2019	REPLACEMENT MOTOR	001-550-600-370	564.23
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	132.65
WAUKAWAY DISTRIBUTORS, INC	CLR0119-281	01/29/2019	MONTHLY COOLER RENTAL PARKS	001-550-501-200	20.00
SERVICE MASTER RESTORATION BY ONECALL	192012-0102	01/29/2019	JANITORIAL SERVICE - DECEMBER	001-550-600-310	1,800.00
REX TEAM SPORTS	RTC62250	01/28/2019	8 REVERSIBLE MESH JERSEYS	001-550-501-415	91.00
SULLIVAN'S OFFICE SUPPLY, INC.	41330	01/29/2019	RECEIPT BOOKS, INDEXES	001-550-501-200	51.50
LOWE'S- PARKS	909318	01/28/2019	TAPE, 3 CASES WATER, TERMINAL KIT W/TOOL	001-550-555-250	39.02
WADE INCORPORATED	W22153	01/29/2019	ANNUAL MAINTENANCE FOR TRACTOR	001-550-600-370	314.39
SULLIVAN'S OFFICE SUPPLY, INC.	41366:2	01/29/2019	PAPER, DIVIDERS,	001-550-501-200	99.80

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	483597	01/28/2019	3 MOUSE GLUE TRAYS	001-550-630-426	9.87
ATMOS ENERGY	INV0028389	01/30/2019	# 3019958172 /PARKS	001-550-600-340	295.02
HOWELL'S PEST CONTROL	01.09.19	01/28/2019	GILLESPIE ST. 01.09.19	001-550-630-426	30.00
HOWELL'S PEST CONTROL	01.9.19	01/28/2019	CONCESSION 01.09.19	001-550-630-426	20.00
CINTAS-PARKS	215391337	01/24/2019	WEEKLY MAT CLEANING 01.09.19	001-550-501-208	41.11
SULLIVAN'S OFFICE SUPPLY, INC.	41366:1	01/29/2019	3 RING BINDER	001-550-501-200	19.43
DAKTRONICS, INC.	6821332	01/25/2019	GALAXY OUTDOOR MESSAGE CENTER	001-550-630-426	2,707.50
LOWE'S- PARKS	909855	01/28/2019	PEST REPELLENT	001-550-501-200	19.41
GATEWAY TIRE & SERVICE CENTER	I104447012	01/25/2019	OIL CHANGE ON PR109	001-550-600-370	73.80
GATEWAY TIRE & SERVICE CENTER	I104447014	01/25/2019	OIL CHANGE ON PR104	001-550-600-370	42.90
GATEWAY TIRE & SERVICE CENTER	I104447015	01/25/2019	OIL CHANGE ON PR112	001-550-600-370	42.90
GATEWAY TIRE & SERVICE CENTER	I104447016	01/25/2019	FIX FLAT	001-550-600-370	15.00
OKTIBBEHA COUNTY COOPERATIVE	484325	01/28/2019	JOE DAN BAKER PANTS/BOOT	001-550-535-233	225.80
NEWELL PAPER COMPANY	3057268	01/28/2019	AIR FRESHNER, TOILET SCREENS, DISINFECTANT, GLASS	001-550-501-208	169.42
FERGUSON ENTERPRISES, INC	8680009	01/25/2019	CLST KIT	001-550-630-426	25.00
CANON FINANCIAL SERVICES, INC	19658755	01/24/2019	XUG02274	001-550-600-300	384.69
ZERO WASTE USA, INC	259720	01/29/2019	3 CASES SINGLE PULL DOGGIE BAGS	001-550-555-250	599.92
WAI-MART-GENERAL CITY	00340	01/29/2019	PRIZES FOR SENIOR CITIZEN BINGO	001-550-501-220	206.73
LOWE'S- PARKS	10465	01/28/2019	CLAMPS	001-550-555-250	11.54
WAUKAWAY DISTRIBUTORS, INC	48175	01/29/2019	6 FIVE GALLON BOTTLES OF WATER- PARKS	001-550-501-200	48.60
CINTAS FIRST AID & SAFETY	5012780126	01/24/2019	BANDAGES, GAUZE PADS, TAPE, ASPIRIN, ALKA SELTZER	001-550-501-200	158.06
FERGUSON ENTERPRISES, INC	8689524	01/25/2019	DUAL FILTER DIAPH KIT 3	001-550-630-426	147.05
LOWE'S- PARKS	910393	01/28/2019	PIPES, COUPLINGS, ELBOWS	001-550-555-250	35.93
CINTAS-PARKS	215393294	01/24/2019	WEEKLY MAT CLEANING 01.16.19	001-550-501-208	41.11
NAYS NATIONAL ALLIANCE OF YOUTH SPORTS	29798	01/28/2019	SMART BASEBALL STARTER KI	001-550-501-415	311.23
OKTIBBEHA COUNTY COOPERATIVE	486263	01/28/2019	12 T POSTS MEDIUM	001-550-636-110	55.80
LOWE'S- PARKS	910729	01/28/2019	PIPES	001-550-555-250	3.74
CADENCE VISA	113-9114240-1614654	01/24/2019	AMAZON -20 RETEVIS WALKIE TALKIE RADIOS	001-550-501-415	228.99
NEWELL PAPER COMPANY	3057937	01/28/2019	BROWN TOWELS, NATURAL TURN TOWELS	001-550-501-208	78.95
NEWELL PAPER COMPANY	3057940	01/28/2019	GLOVES	001-550-501-208	44.40
LOWE'S- PARKS	901153	01/28/2019	CABLE TIES	001-550-555-250	34.58
LOWE'S- PARKS	909007	01/28/2019	CABLE TIES, GRND SLD	001-550-555-250	44.16
LOWE'S- PARKS	909897	01/28/2019	PVC CUTTER, HOOK	001-550-555-250	24.94
LOWE'S- PARKS	910999	01/28/2019	RAKES, LADDER, ANT POISON	001-550-555-250	354.37
LOWE'S- PARKS	909198	01/28/2019	CABLE TIES	001-550-555-250	38.69
FOUR SEASONS LAWN & LANDSCAPE LLC	206016	01/30/2019	EVANS PARK LAWN MAINTENANCE, PLANTED PANSIES	001-550-600-300	1,125.00
FOUR SEASONS LAWN & LANDSCAPE LLC	206017	01/30/2019	PLANTED FLOWERS & MULCH AT 4 PARKS	001-550-600-300	1,280.00
LOWE'S- PARKS	901843	01/28/2019	CLEAR SEALANT, WD-40, 28FT LADDER	001-550-555-250	375.62

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP55198466	01/25/2019	FUEL REPORT 01/14/19-01/20/19	001-550-525-231	69.75
LOWE'S- PARKS	909282	01/28/2019	DYNAFLEX CLEAR, KWIK SEAL, CHALK VINYL	001-550-630-426	16.34
CINTAS-PARKS	215395240	01/24/2019	WEEKLY MAT CLEANING 01.23.19	001-550-501-208	41.11
LOWE'S- PARKS	910974	01/28/2019	24" QUICKIE ASSEM FLOOR	001-550-630-426	24.69
ATMOS ENERGY	INV0028390	01/30/2019	# 3018222235/PARKS	001-550-600-340	384.96
OKTIBBEHA COUNTY COOPERATIVE	488744	01/28/2019	TRACTOR-FILTER, OIL, LABOR, SHOP SUPPLIES	001-550-600-370	464.43
OKTIBBEHA COUNTY COOPERATIVE	488810	01/28/2019	1 HR LABOR-TRACTOR REPAIR	001-550-600-370	80.00
CONNIE WISE	INV0028308	01/26/2019	CONTRACT LABOR 01/01/19-01/24/19/ DANCE INSTRUCTO	001-550-600-320	340.00
DIANE CLARK	INV0028309	01/26/2019	CONTRACT LABOR 01/01/19-01/24/19/ DANCE INSTRUCTO	001-550-600-320	125.00
KENNEDI AKINS	INV0028310	01/26/2019	CONTRACT LABOR 01/01/19-01/24/19/ASST PROG. COORD	001-550-600-320	240.00
CHRIS SUELL	INV0028311	01/26/2019	CONTRACT LABOR 01/01/19-01/24/19/OFFICE ASSISTANT	001-550-600-320	175.00
RONALD JOHNSON JR.	INV0028312	01/26/2019	CONTRACT LABOR 01/01/19-01/24/19/	001-550-600-320	870.00
CHRISTOPHER ANDRE CLARK	INV0028313	01/26/2019	CONTRACT LABOR 01/04/19-01/24/19/OFFICE ASSISTANT	001-550-600-320	220.00
ROBERT EARLE GANDY JR.	INV0028314	01/26/2019	CONTRACT LABOR 01/04/19-01/24/19/	001-550-600-320	649.00
SHYE LINK	INV0028315	01/26/2019	CONTRACT LABOR 01/04/19-01/24/19/MAINT & SPORTS P	001-550-600-320	418.00
LOURETHER ALLEN	INV0028316	01/26/2019	REFUND (MCKEE PAVILLION)	001-550-949-978	100.00
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19-01/27/19	001-550-525-231	231.04
CALVIN WARE -1099	INV0028319	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	840.00
RICHARD E. HILL	INV0028320	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	820.00
RONALD M. LUNDELL	INV0028321	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	656.00
LEONARDO THOMPSON	INV0028322	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	560.00
COOPER CLEMENT	INV0028323	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	364.00
TEVONTAE BOND	INV0028324	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	350.00
VERNA LEONARD	INV0028325	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	340.00
LANDON CARPENTER	INV0028326	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	310.00
CALVIN RICHEY	INV0028327	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	310.00
ORIEN THOMPSON	INV0028328	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	290.00
BRANDON LANE	INV0028329	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	285.00
DHEER MANISH PATEL	INV0028330	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	270.00
GABRIELLA TURNIPSEED	INV0028331	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	250.00
CARRIE ASHFORD	INV0028332	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	240.00
ANITA JOHNSON	INV0028333	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	240.00
JAMES YARBROUGH	INV0028334	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	240.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ZACKARY MURPHY	INV0028335	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	224.00
COURTNEY CANNON	INV0028336	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	220.00
BRUCE HARRIS	INV0028337	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	220.00
CHRISTOPHER KITCHENS	INV0028338	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	210.00
MADISON ROZIER	INV0028339	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	190.00
TYSON M. TATE	INV0028340	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	180.00
ALEXIS THOMAS	INV0028341	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	180.00
GWENDOLYN PETTY	INV0028342	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	160.00
COREY JAMAL BUSH	INV0028343	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	105.00
SHELBY PERILLOUX	INV0028344	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	100.00
ZOIE BRIDGES	INV0028345	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	80.00
TAYLOR BRIANNE CAMPBELL	80.00	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	80.00
BRYAN J. RICHEY	INV0028346	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	80.00
ANDREW MOCK	INV0028347	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	72.00
ALEX SHEFFIELD	INV0028348	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	64.00
RYAN GARDNER	INV0028349	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	60.00
INDIA HILL	INV0028350	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	60.00
KELSEY WADLINGTON	INV0028351	01/27/2019	CONTRACT LABOR 01/03/19-01/23/19/YOUTH BASKETBAL	001-550-600-320	40.00
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	001-550-600-340	12,339.85
Outstanding Total:					38,605.71
Department 550 - PARKS AND REC DEPARTMENT Total:					38,605.71
Department: 600 - CAPITAL PROJECTS					
Outstanding					
PHILLIPS CONTRACTING COMPANY, INC.	INV0028359	01/29/2019	ARC MILL STREET IMPROVEMENTS	001-600-912-853	27,029.73
PHILLIPS CONTRACTING COMPANY, INC.	INV0028359	01/29/2019	ARC MILL STREET IMPROVEMENTS	001-600-912-854	108,118.93
CENTURY CONSTRUCTION GROUP, INC	01.22.2019	01/24/2019	LABOR, MATERIAL, & EQUIP/STREET NAME SIGNS	001-600-912-808	2,500.00
VOLKERT, INC.	INV0028388	01/29/2019	LOUISVILLE STREET PE CONTRACT PRJ 15006	001-600-912-856	147,719.97
GREGORY CONSTRUCTION	INV0028410	01/30/2019	LOUISVILLE STREET	001-600-912-856	4,225.80
GREGORY CONSTRUCTION	INV0028416	01/31/2019	LOUISVILLE STREET	001-600-912-856	3,596.10
Outstanding Total:					293,190.53
Department 600 - CAPITAL PROJECTS Total:					293,190.53
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
MSU-PARKING & TRANSIT SERVICES	0119 100	01/28/2019	FY GRANT MATCH SMART BU	001-653-702-702	50,000.00
Outstanding Total:					50,000.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					50,000.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 800 - DEBT SERVICE					
Outstanding					
FIRST NATIONAL BANK OF CLARKSDALE	12.31.18	01/25/2019	BOND AGENT FEES COP 2013	001-800-840-876	1,940.00

Outstanding Total: 1,940.00

Department 800 - DEBT SERVICE Total: 1,940.00

Fund 001 - GENERAL FUND Total: 602,251.60

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding					
MODERN MARKETING, INC.	MMI13116	01/30/2019	100 STOP BULLYING COLORING BOOKS	002-251-501-200	238.44
MODERN MARKETING, INC.	MMI131158	01/30/2019	100 COLORING BOOKS	002-251-501-200	238.44
MODERN MARKETING, INC.	MMI-131185	01/30/2019	4000 STICKERS	002-251-501-200	983.37

Outstanding Total: 1,460.25

Department 251 - DRUG EDUCATION FUND Total: 1,460.25

Fund 002 - RESTRICTED POLICE FUND Total: 1,460.25

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding					
MAXXSOUTH BROADBAND	INV0028353	01/28/2019	8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
BOARDTOWN LOCKSMITH	2329	01/23/2019	SERVICE CALL TO REKEY HANGER C10, REKEYED	015-505-501-198	86.00
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	015-505-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	37.90
CANON SOLUTIONS AMERICA	492424	01/24/2019	AIRPORT COPIER USAGE	015-505-600-338	1.85
VERIZON WIRELESS	9821464556	01/29/2019	CELL PHONE BILLS BY DEPARTMENT	015-505-604-330	47.48
MAXXSOUTH BROADBAND	INV0028354	01/28/2019	8282 41 101 0438241 AIRPOR	015-505-600-338	124.67
WAI-MART-GENERAL CITY	01622	01/29/2019	INK AND INVOICE BOOKS	015-505-541-237	99.70
RODNEY LINCOLN	338019	01/28/2019	REIMB FOR LH RATCHET LOCKING ASSY	015-505-630-400	48.60
TITAN AVIATION FUELS	3079258	01/29/2019	JET A WITH ADDITIVE	015-505-525-233	17,638.16
WAI-MART-GENERAL CITY	03837	01/29/2019	TRASH CAN, SHOP TOWELS, TRASH BAGS, COFFEE	015-505-541-237	42.53
LOWE'S- AIRPORT	909936	01/28/2019	ELECTRIC COVER, LOCKNUTS, RECEIPT COVER, CABLE	015-505-501-198	8.77
LOWE'S- AIRPORT	909936	01/28/2019	ELECTRIC COVER, LOCKNUTS, RECEIPT COVER, CABLE	015-505-570-273	18.03
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	015-505-625-380	1,647.95

Outstanding Total: 20,023.92

Department 505 - AIRPORT Total: 20,023.92

Fund 015 - AIRPORT FUND Total: 20,023.92

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding					
CINTAS	215386848	01/24/2019	SANITATION 12.25.18	022-322-535-233	13.58
CINTAS	215386848	01/24/2019	SANITATION 12.25.18	022-322-600-300	60.44
O'REILLY AUTO PARTS	0997-456473	01/28/2019	BLUE HYD LIQUID, OIL	022-322-525-231	262.11
CSPIRE BUSINESS SOLUTIONS	1384405	01/24/2019	CSBS 110245208	022-322-604-330	77.33
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	18.95
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	530.60
CSPIRE WIRELESS	2027906996	01/24/2019	OTTERBOX CASE	022-322-604-330	35.00
BELL BUILDING SUPPLY, INC.	245101	01/23/2019	6 EZ REACHERS	022-322-555-250	92.94
NORTHEAST EXTERMINATING	340951	01/28/2019	SANITATION 01.07.19	022-322-600-300	30.00

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POLLAN & ASSOC. PA	5512	01/30/2019	3 MENS CARDIGANS W/LOGO FOR C.WARE	022-322-535-233	207.89
POLLAN & ASSOC. PA	5513	01/30/2019	3 CARDIGANS W/LOGO FOR M.JOHNSON	022-322-535-233	164.89
GATEWAY TIRE & SERVICE CENTER	I104445774	01/25/2019	TRUCK #98 TWO NEW TIRES	022-322-630-360	544.98
SANSOM EQUIPMENT COMPANY, INC	56770	01/29/2019	TRUCK #85 SIZE BROOM TIP MOTOR	022-322-630-360	1,110.24
EMPIRE TRUCK SALES, LLC	CE005078014	01/25/2019	TRUCKHOOD LATCHES	022-322-630-360	249.92
STARKVILLE AUTO PARTS	120205	01/29/2019	TOGGLE SWITCH TRUCK #38	022-322-630-360	13.79
TERRY'S GARAGE & REPAIRS, LLC	1552	01/29/2019	TRUCK 21A SENSOR	022-322-630-360	576.96
BASICS, INC. A Trade America Company	23054	01/23/2019	SOAP, CLOROX, WINDEX, PINE SOL, DAWN	022-322-555-250	357.29
BELL BUILDING SUPPLY, INC.	25401	01/23/2019	5 EZ REACHERS, 4 REPLACEMENT CUPS	022-322-555-250	103.81
CITY ALIGNMENT SERVICE	69876	01/24/2019	TRUCK #96 REPAIR FRONT DOOR	022-322-630-360	139.05
EAST MISSISSIPPI LUMBER CO	A47926	01/25/2019	SANITATION & LANDFILL KEYS MADE/OUTDOOR FLOOD BUL	022-322-555-250	120.52
FASTENAL COMPANY	MSSTA83051	01/25/2019	FIRE EXTINGUISHER	022-322-555-250	39.52
TRI-STATE TRUCKCENTER*	BW90350	01/29/2019	TRUCK #98 BRAKES	022-322-630-360	2,973.29
CINTAS	215392752	01/24/2019	SANITATION 01.15.19	022-322-535-233	13.58
CINTAS	215392752	01/24/2019	SANITATION 01.15.19	022-322-600-300	23.40
CITY ALIGNMENT SERVICE	69918	01/24/2019	TRUCK #130 ALIGNMENT	022-322-630-360	382.70
GATEWAY TIRE & SERVICE CENTER	I104452368	01/25/2019	TRUCK 33 1 NEW TIRE	022-322-630-360	272.49
GATEWAY TIRE & SERVICE CENTER	I104452369	01/25/2019	TRUCK 95 FIX 2 FLATS	022-322-630-360	65.00
GATEWAY TIRE & SERVICE CENTER	I104453087	01/25/2019	TRUCK #98 FIX FLAT	022-322-630-360	32.50
KARS, KEITH AUTO RECYCLERS, LLC	101695	01/28/2019	TRUCK #96 TAIL LIGHT ASSY	022-322-555-250	35.00
STARKVILLE AUTO PARTS	120361	01/29/2019	WIPER BLADES-TRUCKS 40,41,42,43	022-322-630-360	126.76
MGM,INC.	7453	01/28/2019	TRUCK #43 REPAIR THE THREADS ON PISTON	022-322-630-360	2,532.48
GATEWAY TIRE & SERVICE CENTER	I104453859	01/25/2019	TRUCK #41 2 TIRES	022-322-630-360	544.98
BELL BUILDING SUPPLY, INC.	246146	01/23/2019	PADLOCK VINYL COV BLK	022-322-555-250	7.45
BELL BUILDING SUPPLY, INC.	246188	01/23/2019	WALL TUBE, WASHER WING NUT	022-322-555-250	6.17
SPORTS SPECIALTY	27642	01/29/2019	UNIFORMS	022-322-535-233	318.19
GATEWAY TIRE & SERVICE CENTER	I104456205	01/25/2019	TRUCK #98 2 NEW TIRES	022-322-630-360	544.98
FUELMAN / FLEETCOR	NP55198466	01/25/2019	FUEL REPORT 01/14/19-01/20/19	022-322-525-231	559.05
STARKVILLE UTILITIES	14620-1218	01/29/2019	ACCT#146.20	022-322-600-333	3,562.39
CINTAS	215394694	01/24/2019	SANITATION 01.22.19	022-322-535-233	13.58
CINTAS	215394694	01/24/2019	SANITATION 01.22.19	022-322-555-250	37.04
CINTAS	215394694	01/24/2019	SANITATION 01.22.19	022-322-600-300	23.40
STARKVILLE GLASS & PAINT	27816	01/29/2019	REPLACE BACK GLASS ON 2006 FORD F150-TRUCK #89	022-322-630-360	330.00
FUELMAN / FLEETCOR	NP55227053	01/30/2019	FUEL REPORT 01/21/19-01/27/19	022-322-525-231	2,022.01
TRUSTMARK NATIONAL BANK	02.18.19.	01/29/2019	#90090/2 FRONT LOADERS	022-322-820-874	6,617.12
TRUSTMARK NATIONAL BANK	02.18.19.	01/29/2019	#90090/2 FRONT LOADERS	022-322-830-873	573.43
STARKVILLE DAILY NEWS	INV0028414	01/30/2019	ACCT #000132 ADVERTISING	022-322-604-330	89.50
STARKVILLE UTILITIES	INV0028415	01/30/2019	UTILITY BILLS BY DEPT	022-322-625-380	1,048.18

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690012019	01/25/2019	MONTHLY BILLING FOR JAN. 2019/SANITATION BILLING	022-322-600-364	253.50

Outstanding Total:	27,757.98
--------------------	-----------

Department 322 - SANITATION DEPARTMENT Total:	27,757.98
---	-----------

Department: 341 - LANDSCAPING

Outstanding

O'REILLY AUTO PARTS	0997-456473	01/28/2019	BLUE HYD LIQUID, OIL	022-341-525-231	262.11
VERIZON-NETWORK FLEET	1655954	01/29/2019	ACCT #STAR035 GPS EXPENSES BY DEPT	022-341-691-450	75.80
TRUSTMARK NATIONAL BANK	02.18.2019	01/29/2019	#90089/STREET SWEEPER PAYMENT	022-341-820-874	3,445.04
TRUSTMARK NATIONAL BANK	02.18.2019	01/29/2019	#90089/STREET SWEEPER PAYMENT	022-341-830-873	298.55

Outstanding Total:	4,081.50
--------------------	----------

Department 341 - LANDSCAPING Total:	4,081.50
-------------------------------------	----------

Fund 022 - SANITATION Total:	31,839.48
------------------------------	-----------

Fund: 023 - LANDFILL ACCOUNT

Department: 000 - UNDESIGNATED

Paid

CIRCUIT COURT OF OKT CO, MS, SPECIAL COURT OF EMINENT DOMAIN,	INV0028355	01/28/2019	LEGAL LAND SETTLEMENT	023-000-080-300	30,000.00
---	------------	------------	-----------------------	-----------------	-----------

Paid Total:	30,000.00
-------------	-----------

Department 000 - UNDESIGNATED Total:	30,000.00
--------------------------------------	-----------

Department: 323 - LANDFILL

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	366855	01/28/2019	LITIGATED MATTERS	023-323-600-338	759.91
NEEL-SCHAFER	1056240	01/30/2019	LANDFILL/PROF. SVCS DECEMBER 2018	023-323-600-338	2,310.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0028306	01/25/2019	ACCT#102182 LANDFILL	023-323-625-380	89.13

Outstanding Total:	3,159.04
--------------------	----------

Department 323 - LANDFILL Total:	3,159.04
----------------------------------	----------

Fund 023 - LANDFILL ACCOUNT Total:	33,159.04
------------------------------------	-----------

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESMENTS

Outstanding

TYLER TECHNOLOGIES	130-4019	01/29/2019	PUBLIC SAFETY SUITE MAINTENANCE	107-112-600-303	9,453.94
TYLER TECHNOLOGIES	025-248551	01/29/2019	MONTHLY COURT MAINT- FEBRUARY 2019	107-112-600-303	175.00

Outstanding Total:	9,628.94
--------------------	----------

Department 112 - COMPUTER ASSESMENTS Total:	9,628.94
---	----------

Fund 107 - COMPUTER ASSESSMENTS Total:	9,628.94
--	----------

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKTIBBEHA COUNTY	121524	01/28/2019	HEADWATERS/INDUSTRIAL PARK	303-600-600-309	28,190.68
OKTIBBEHA COUNTY	1056245	01/28/2019	NEEL SCHAFER DEC 2018/INDUSTRIAL PARK	303-600-600-309	3,931.94

Outstanding Total:	32,122.62
--------------------	-----------

Department 600 - CAPITAL PROJECTS Total:	32,122.62
--	-----------

Fund 303 - INDUSTRIAL PARK BOND Total:	32,122.62
--	-----------

Expense Approval Report

Post Dates: 01/10/2019 - 01/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFFER	1056267	01/30/2019	LYNN LANE TRAFFIC IMP- DECEMBER	319-600-912-861	1,524.58
TERRY STIDHAM CONSTRUCTION	INV0028413	01/30/2019	BEATTIE STREET DRAINAGE- FINAL PMT	319-600-948-854	8,255.00
Outstanding Total:					9,779.58
Department 600 - CAPITAL PROJECTS Total:					9,779.58
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					9,779.58
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
CITY OF STARKVILLE	INV0028303	01/24/2019	QTRLY TOURISM TAX	375-551-907-110	62,500.00
REGIONS FINANCIAL CORPORATION	02.15.19	01/28/2019	001-0007521-007/POOL PAYMENT	375-551-840-880	1,300.81
REGIONS FINANCIAL CORPORATION	02.15.19	01/28/2019	001-0007521-007/POOL PAYMENT	375-551-840-881	10.44
Outstanding Total:					63,811.25
Department 551 - PARK & REC TOURISM Total:					63,811.25
Fund 375 - PARK AND REC TOURISM Total:					63,811.25
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0028402	01/30/2019	2% HOTEL/MOTEL TAX	610-000-147-656	20,555.49
Outstanding Total:					20,555.49
Department 000 - UNDESIGNATED Total:					20,555.49
Fund 610 - TRUST & AGENCY Total:					20,555.49
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
O.C.E.D.A	INV0028398	01/30/2019	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	26,246.73
MSU / 2% TAX REVENUE	INV0028399	01/30/2019	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	34,995.63
STARKVILLE CONVENTIONS/VISITORS BUR	INV0028401	01/30/2019	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	26,246.73
Outstanding Total:					87,489.09
Department 000 - UNDESIGNATED Total:					87,489.09
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					87,489.09
Grand Total:					912,121.26

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	602,251.60	3,928.46
002 - RESTRICTED POLICE FUND	1,460.25	0.00
015 - AIRPORT FUND	20,023.92	0.00
022 - SANITATION	31,839.48	0.00
023 - LANDFILL ACCOUNT	33,159.04	30,000.00
107 - COMPUTER ASSESSMENTS	9,628.94	0.00
303 - INDUSTRIAL PARK BOND	32,122.62	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	9,779.58	0.00
375 - PARK AND REC TOURISM	63,811.25	0.00
610 - TRUST & AGENCY	20,555.49	0.00
630 - ECONOMIC DEV, TOURISM & CONV	87,489.09	0.00
Grand Total:	912,121.26	33,928.46

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	263.02	0.00
001-000-054-205	DUE FROM STARKVILLE	100.72	0.00
001-000-070-251	FUEL INVENTORY	28,615.33	0.00
001-000-149-691	MUNICIPAL COURT BON	1,989.15	1,989.15
001-000-160-618	PINK HEALS/FIRE DEPAR	410.00	0.00
001-000-200-084	TAXES DUE TO DOWNTOWN	2,592.40	482.96
001-000-222-020	BUILDING PERMITS	62.00	62.00
001-000-223-022	ELECTRIC INSPECTIONS	336.25	336.25
001-000-223-023	PERMIT TECHNOLOGY F	8.10	8.10
001-000-354-612	MISCELLANEOUS REVEN	10.00	10.00
001-000-392-950	SALE OF CEMETERY PLO	1,000.00	1,000.00
001-100-604-330	COMMUNICATIONS	357.38	0.00
001-100-610-350	TRAVEL / TRAINING	25.00	0.00
001-110-501-200	SUPPLIES	893.96	0.00
001-110-600-300	RESEARCH RESOURCES	143.22	0.00
001-110-604-330	COMMUNICATIONS	396.01	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,633.25	0.00
001-120-604-330	COMMUNICATIONS	271.74	0.00
001-120-690-555	DUES	500.00	0.00
001-123-600-300	WEB SITE SVCS & EXPEN	500.00	0.00
001-123-604-330	COMMUNICATIONS	1,159.91	0.00
001-123-918-805	MACHINERY AND EQUIP	7.95	0.00
001-145-501-200	SUPPLIES	190.94	0.00
001-145-604-330	POSTAGE/COPIER/PHON	735.89	0.00
001-159-620-371	BONDING-CITY EMPLOY	1,400.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	10,634.69	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	406.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	17.16	0.00
001-180-604-330	COPIER/POSTAGE/PHON	617.43	0.00
001-180-610-340	ADVERTISING	255.10	0.00
001-180-691-505	TIME CLOCK SYSTEM	3,200.00	0.00
001-190-491-137	UNEMPLOYMENT PAYM	3,525.00	0.00
001-190-501-200	SUPPLIES	138.75	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	2,371.96	0.00
001-190-600-326	BOARD OF ADJUSTMEN	129.60	0.00
001-190-604-330	COPIERS/PHONES/IPADS	689.97	0.00
001-190-690-554	ORDINANCE CODIFICATI	1,552.61	0.00
001-192-510-220	SUPPLIES	513.02	0.00
001-192-600-338	CONTRACT SERVICES	1,400.00	0.00
001-192-625-380	UTILITIES	3,071.22	0.00
001-192-630-403	REPAIRS TO BUILDING	2,229.82	0.00
001-195-691-550	KEEP STARKVILLE BEAUT	1,495.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-196-691-300	PROFESSIONAL SERVICE	12,160.00	0.00
001-196-691-550	MISCELLANEOUS	27.00	0.00
001-197-501-200	SUPPLIES	-29.99	0.00
001-197-604-330	COMMUNICATIONS	141.08	0.00
001-197-630-400	EQUIPMENT RPR-MAINT	510.47	0.00
001-197-690-450	GPS EXPENSES	37.90	0.00
001-201-501-200	OFFICE SUPPLIES	1,098.20	0.00
001-201-525-231	GAS & OIL	5,056.17	0.00
001-201-535-233	UNIFORMS	6,887.98	0.00
001-201-541-237	PRISONER JAIL EXPENSE	11,040.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	48.90	0.00
001-201-555-208	JANITORIAL SUPPLIES	343.92	0.00
001-201-556-251	POLICE SUPPLIES	3,785.35	0.00
001-201-600-300	PROFESSIONAL SERVICE	2,598.97	0.00
001-201-600-304	INFORMANT FEES	1,433.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	2,475.34	0.00
001-201-615-343	PRINTING & BINDING	891.00	0.00
001-201-625-380	UTILITIES	3,733.49	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	10,898.91	0.00
001-201-630-400	EQUIPMENT REPAIR &	2,174.00	0.00
001-201-630-404	RADIO MAINTENANCE /	440.00	0.00
001-201-630-426	BUILDING MAINTENANC	2,410.20	0.00
001-201-635-367	MOTORCYCLE RENTAL	2,100.00	0.00
001-201-635-369	COPIER RENTAL	810.76	0.00
001-201-690-450	GPS EXPENSES	1,402.30	0.00
001-201-690-552	POLICE TRAINING/EDUC	2,500.00	0.00
001-201-690-555	DUES	110.00	0.00
001-201-691-550	MISCELLANEOUS	40.00	40.00
001-201-918-805	MACHINERY AND EQUIP	3,578.54	0.00
001-261-491-137	UNEMPLOYMENT PAYM	579.74	0.00
001-261-501-200	OFFICE SUPPLIES	31.47	0.00
001-261-501-250	FIRE PREVENTION SUPPL	508.05	0.00
001-261-525-231	GAS & OIL	426.65	0.00
001-261-535-233	UNIFORMS	267.86	0.00
001-261-555-250	SUPPLIES & SMALL TOO	165.10	0.00
001-261-558-269	BUILDING MAINTENANC	2,422.86	0.00
001-261-600-319	PHYSICAL EXAMINATION	267.00	0.00
001-261-600-390	FIRE TRAINING	2,032.31	0.00
001-261-600-430	UNIFORM CLEANING	116.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	500.51	0.00
001-261-625-380	UTILITIES	6,156.31	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,507.15	0.00
001-261-630-404	RADIO MAINTENANCE /	310.00	0.00
001-261-690-450	GPS EXPENSES	397.95	0.00
001-261-691-550	MISCELLANEOUS	77.02	0.00
001-261-918-805	MACHINERY AND EQUIP	444.00	0.00
001-281-525-231	GAS & OIL	49.21	0.00
001-281-604-330	COPIER/PHONES/IPADS/	141.08	0.00
001-281-610-350	TRAVEL	10.00	0.00
001-281-690-450	GPS EXPENSES	151.60	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	410.53	0.00
001-281-830-873	INTEREST (VEHICLES)	40.85	0.00
001-290-625-380	UTILITIES / CODE RED	213.58	0.00
001-301-501-200	SUPPLIES	221.26	0.00
001-301-525-231	GAS & OIL	38.85	0.00
001-301-535-233	UNIFORMS	312.55	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,271.02	0.00
001-301-560-270	CONSTRUCTION MATERI	1,798.54	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-565-272	STREETS SIGNS & PAINT	1,380.85	0.00
001-301-604-330	COMMUNICATIONS	164.82	0.00
001-301-625-380	UTILITIES	1,787.16	0.00
001-301-630-360	SHOP REPAIRS & MAINT	2,155.32	0.00
001-301-630-400	EQUIPMENT REPAIR &	229.65	0.00
001-301-690-450	GPS EXPENSES	322.15	0.00
001-301-691-370	INSURANCE REIMBURSE	4,575.00	0.00
001-301-820-874	PRINCIPAL	410.52	0.00
001-301-830-873	INTEREST	40.85	0.00
001-302-625-380	UTILITIES	29,949.62	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-501-200	OFFICE SUPPLIES	416.80	0.00
001-550-501-208	JANITORIAL FEES	498.32	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	206.73	0.00
001-550-501-415	SPORTS PROGRAMS	631.22	0.00
001-550-525-231	GAS & OIL	300.79	0.00
001-550-535-233	UNIFORMS	225.80	0.00
001-550-555-250	SMALL EQUIPMENT	1,562.51	0.00
001-550-600-300	PROFESSIONAL SERVICE	2,789.69	0.00
001-550-600-310	PARK - JANITORIAL SVCS	1,800.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	11,727.00	0.00
001-550-600-340	UTILITIES	13,019.83	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	362.50	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	1,597.65	0.00
001-550-630-426	BUILDING MAINT/REPAI	3,178.42	0.00
001-550-636-110	FIELD IMPROVEMENTS/	55.80	0.00
001-550-690-450	GPS EXPENSES	132.65	0.00
001-550-949-978	PARK & REC REFUNDS	100.00	0.00
001-600-912-808	STREET IMPROVEMENTS	2,500.00	0.00
001-600-912-853	ARC GRANT MATCH	27,029.73	0.00
001-600-912-854	MILL STREET	108,118.93	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	155,541.87	0.00
001-653-702-702	S.M.A.R.T. GRANT MATC	50,000.00	0.00
001-800-840-876	BOND FEES	1,940.00	0.00
002-251-501-200	SUPPLIES	1,460.25	0.00
015-505-501-198	BUILDING REPAIRS & M	94.77	0.00
015-505-525-233	JET A FUEL PURCHASES	17,638.16	0.00
015-505-541-237	OPERATING SUPPLIES	142.23	0.00
015-505-570-273	VEHICLE REPAIR PARTS	18.03	0.00
015-505-600-338	CONTRACT & LEGAL SER	271.47	0.00
015-505-604-330	CELL PHONE/POSTAGE	124.81	0.00
015-505-625-380	UTILITIES	1,647.95	0.00
015-505-630-400	EQUIPMENT REPAIR &	48.60	0.00
015-505-690-450	GPS EXPENSES	37.90	0.00
022-322-525-231	GAS & OIL	2,843.17	0.00
022-322-535-233	UNIFORMS	731.71	0.00
022-322-555-250	SUPPLIES & SMALL TOO	799.74	0.00
022-322-600-300	PROFESSIONAL SERVICE	137.24	0.00
022-322-600-333	ADMINISTRATIVE SERVI	3,562.39	0.00
022-322-600-364	BILLING SERVICES	253.50	0.00
022-322-604-330	COMMUNICATIONS	201.83	0.00
022-322-625-380	UTILITIES	1,048.18	0.00
022-322-630-360	SHOP REPAIRS & MAINT	10,440.12	0.00
022-322-691-450	GPS EXPENSES	549.55	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,617.12	0.00
022-322-830-873	INTEREST	573.43	0.00
022-341-525-231	GAS & OIL	262.11	0.00
022-341-691-450	GPS EXPENSES	75.80	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-341-820-874	PRINCIPAL-SWEEPER/F2	3,445.04	0.00
022-341-830-873	INTEREST	298.55	0.00
023-000-080-300	LAND	30,000.00	30,000.00
023-323-600-338	CONTRACT / PROF SERVI	3,069.91	0.00
023-323-625-380	UTILITIES	89.13	0.00
107-112-600-303	DATA PROCESSING	9,628.94	0.00
303-600-600-309	LEGAL AND PROF SVCS E	32,122.62	0.00
319-600-912-861	ROADWAY IMPROVEME	1,524.58	0.00
319-600-948-854	DRAINAGE IMPROVEME	8,255.00	0.00
375-551-840-880	PRINCIPAL - POOL	1,300.81	0.00
375-551-840-881	INTEREST-POOL	10.44	0.00
375-551-907-110	TRANSFER TO 001 MAIN	62,500.00	0.00
610-000-147-656	DUE TO GOVERNMENT	20,555.49	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	34,995.63	0.00
630-000-147-664	DUE TO VISITORS/CONV	26,246.73	0.00
630-000-148-655	DUE TO EDA	26,246.73	0.00
	Grand Total:	912,121.26	33,928.46

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	875,311.95	33,928.46
17026	1,524.58	0.00
17049	27,029.73	0.00
18033	8,255.00	0.00
	Grand Total:	912,121.26



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: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 1
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 121 AMERICAN WATER WORKS ASSOC										
1/01/19	01/28/19	0 Annual membership dues		02/06/19	228.00	.00	CHK			
VENDOR TOTAL:					228.00					
VENDOR: 124 ATMOS ENERGY										
302072702-1/10	01/25/19	0 Utility bill		02/06/19	421.28	.00	ACH			
3020752962-1/11	01/25/19	0 Utility bill		02/06/19	47.46	.00	ACH			
VENDOR TOTAL:					468.74					
VENDOR: 134 ATWELL & GENT, PA										
8861	01/28/19	0 Engineering services		02/06/19	1180.00	.00	ACH			
VENDOR TOTAL:					1180.00					
VENDOR: 202 BELL BUILDING SUPPLY										
244930,244935	01/24/19	2715 Supplies		02/06/19	62.90	.00	ACH			
245757	01/24/19	2749 Supplies		02/06/19	45.00	.00	ACH			
VENDOR TOTAL:					107.90					
VENDOR: 211 BURFORD ELECTRIC SERVICE INC										
49774	01/24/19	2527 repair pump		02/06/19	2200.00	.00	CHK			
VENDOR TOTAL:					2200.00					
VENDOR: 251 COBURN SUPPLY COMPANY, INC.										
641823631	01/25/19	2700 repair clamps		02/06/19	579.18	.00	CHK			
VENDOR TOTAL:					579.18					
VENDOR: 307 CITY OF STARKVILLE										
JAN 2019-STREET	01/24/19	0 Reimb Street Dept Salaries		02/06/19	405.00	.00	CHK			
VENDOR TOTAL:					405.00					
VENDOR: 315 CLEARWATER CONSULTANTS, INC.										
102.51802	01/30/19	0 Engineering - Pump Stations		02/06/19	827.50	.00	ACH			
104.21801	01/30/19	0 Engineering - Pleasant Acres		02/06/19	49285.55	.00	ACH			
106.1803	01/30/19	0 Engineering - Roundhouse Roa		02/06/19	32475.92	.00	ACH			

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 2
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3184362-000	01/25/19	2657 Curbs for Pleasant		02/06/19	16212.82	.00	CHK			
3184362-002	01/24/19	2657 Pipes for Pleasant		02/06/19	1743.00	.00	CHK			
3184434	01/24/19	2679 Parts		02/06/19	169.00	.00	CHK			
318443400	01/25/19	2679 Parts		02/06/19	3369.00	.00	CHK			
VENDOR TOTAL:					82588.97					
VENDOR: 450 ENVIRO-LABS, INC.										
2781	01/24/19	2754 Material		02/06/19	69.00	.00	ACH			
VENDOR TOTAL:					69.00					
VENDOR: 498 DUTCH LUBRICANTS, LLC										
34776700	01/24/19	2705 Pump		02/06/19	916.56	.00	CHK			
VENDOR TOTAL:					916.56					
VENDOR: 555 ELSTER SOLUTIONS, LLC										
9000087828	01/24/19	2535 Antenna Modules for Meters		02/06/19	167280.00	.00	ACH			
VENDOR TOTAL:					167280.00					
VENDOR: 611 4-D CONSTRUCTION INC										
RFP 2 -1/25/19	01/29/19	0 Pleasant Acres Construction		02/06/19	83461.81	.00	CHK			
VENDOR TOTAL:					83461.81					
VENDOR: 620 G & C SUPPLY CO., INC.										
6720050,6720051	01/25/19	2637 Parts for Pleasant Acres pro		02/06/19	708.60	.00	ACH			
6720945	01/25/19	2669 Tubing for Pleasant Acres pro		02/06/19	1896.20	.00	ACH			
6721066	01/25/19	2656 Material for Pleasant Acres		02/06/19	778.00	.00	ACH			
6721348	01/25/19	2650 Pipes for Pleasant Acres		02/06/19	7790.00	.00	ACH			
VENDOR TOTAL:					11172.80					
VENDOR: 639 GOLDEN TRIANGLE										
3062012019	01/25/19	0 Billing services		02/06/19	56.40	.00	ACH			
VENDOR TOTAL:					56.40					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 3
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 690 GARVER LLC											
17138030-6	08/10/18	0 Engineering services		02/06/19	541.00	.00	CHK				
17138030-9	01/24/19	0 Engineering services		02/06/19	8143.50	.00	CHK				
VENDOR TOTAL:					8684.50						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
04446573, 72, 34	01/24/19	2731 Oil Change		02/06/19	133.65	.00	CHK				
104444671	01/24/19	2720 Tires		02/06/19	1129.96	.00	CHK				
1044449610	01/25/19	2734 Flat Tire Repair		02/06/19	128.32	.00	CHK				
104448215	01/25/19	2734 Flat Tire Repair		02/06/19	268.76	.00	CHK				
104451790	01/24/19	2747 Repair		02/06/19	15.00	.00	CHK				
VENDOR TOTAL:					1675.69						
VENDOR: 702 HACH											
11194151	01/25/19	2531 Lab Supplies		02/06/19	2137.45	.00	ACH				
11283489	01/24/19	2683 Supplies		02/06/19	1939.11	.00	ACH				
11291352	01/25/19	2683 Lab Supplies		02/06/19	530.45	.00	ACH				
VENDOR TOTAL:					4607.01						
VENDOR: 951 INTERSTATE BATTERY											
89608	01/24/19	2714 Battery for Truck		02/06/19	122.95	.00	CHK				
VENDOR TOTAL:					122.95						
VENDOR: 1035 KANSAS CITY SOUTHERN											
1600079511	01/28/19	0 Annual billing		02/06/19	50.00	.00	CHK				
VENDOR TOTAL:					50.00						
VENDOR: 1168 LEE'S PRECAST CONCRETE											
119128	01/24/19	2634 Manholes for Pleasant Acres		02/06/19	4883.00	.00	CHK				
119273	01/24/19	2691 Manholes for Pleasant Acres		02/06/19	12936.00	.00	CHK				
VENDOR TOTAL:					17819.00						
VENDOR: 1191 LUCKETT PUMP & REPAIR INC											
18863	01/24/19	2490 Parts		02/06/19	1089.00	.00	ACH				
VENDOR TOTAL:					1089.00						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 4
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1192 LYLE MACHINERY											
W05406	01/24/19	2687 Repair		02/06/19	1235.39	.00	ACH				
VENDOR TOTAL:					1235.39						
VENDOR: 1231 TERRY KEMP											
1/18/19	01/18/19	0 Utility Easement from 2013		02/05/19	500.00	.00	ACH				
VENDOR TOTAL:					500.00						
VENDOR: 1296 MWPCOA											
3298-1/24/18	01/24/19	0 Membership Renewal - Johnsto		02/06/19	150.00	.00	CHK				
VENDOR TOTAL:					150.00						
VENDOR: 1320 MS RURAL WATER ASSOCIATION											
30010	01/24/19	2751 material		02/06/19	79.70	.00	CHK				
VENDOR TOTAL:					79.70						
VENDOR: 1321 MSU FACILITIES MANAGEMENT											
1948-FY 2018	01/24/19	0 FY18 Sewer Pump Station Cost		02/06/19	63175.91	.00	CHK				
VENDOR TOTAL:					63175.91						
VENDOR: 1322 MMC MATERIALS, INC.											
575793	01/24/19	2625 Slab for Concrete		02/06/19	268.00	.00	CHK				
VENDOR TOTAL:					268.00						
VENDOR: 1329 NORTH CENTRAL LABORATORIES											
417304	01/25/19	2684 Lab Supplies		02/06/19	246.91	.00	ACH				
VENDOR TOTAL:					246.91						
VENDOR: 1335 NETWORKFLEET, INC.											
OSV000001646498	01/25/19	0 Vehicle services-CITY206		02/06/19	454.80	.00	CHK				
VENDOR TOTAL:					454.80						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 5
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1366 MS CROSS CONNECTION										
29377	01/25/19	2743 CCC Program		02/06/19	278.00	.00	ACH			
VENDOR TOTAL:					278.00					
VENDOR: 1392 NUNLEY TRUCKING CO, INC.										
2666	01/25/19	2666 Crushing Run		02/06/19	2102.06	.00	CHK			
27364	01/25/19	2674 Gravel		02/06/19	1346.07	.00	CHK			
VENDOR TOTAL:					3448.13					
VENDOR: 1525 OKTIBBEHA COUNTY COOP										
483010	01/24/19	2722 Uniform		02/06/19	93.75	.00	ACH			
484200	01/25/19	2737 Material		02/06/19	222.00	.00	ACH			
484755	01/24/19	2730 uniform		02/06/19	408.93	.00	ACH			
VENDOR TOTAL:					724.68					
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC										
3440	01/24/19	2745 Repair		02/06/19	196.45	.00	CHK			
3447	01/24/19	2745 Parts		02/06/19	199.99	.00	CHK			
VENDOR TOTAL:					396.44					
VENDOR: 1800 RACKLEY OIL, INC.										
498691	01/24/19	2752 Fuel		02/06/19	262.56	.00	ACH			
VENDOR TOTAL:					262.56					
VENDOR: 1905 STARKVILLE AUTO PARTS										
194847,194574	01/25/19	2580 Battery Pack		02/06/19	340.73	.00	CHK			
195365	01/24/19	2260 Parts		02/06/19	259.98	.00	CHK			
195928	01/25/19	2640 Material		02/06/19	634.78	.00	CHK			
VENDOR TOTAL:					1235.49					
VENDOR: 1909 STARKVILLE ELEC - UTILITIES										
1/01-1/25/19	01/25/19	0 Utility bills		02/06/19	54735.43	.00	DFT			
VENDOR TOTAL:					54735.43					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 6
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1910 STARKVILLE ELECTRIC DEPT											
14610-1218	01/24/19	0	Due to Elec Dept-146.10		02/06/19	54617.15	.00	ACH			
VENDOR TOTAL:						54617.15					
VENDOR: 1920 STARKVILLE FORD LINCOLN INC.											
749.98	01/25/19	2746	Repairs		02/06/19	749.98	.00	ACH			
VENDOR TOTAL:						749.98					
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
AUG-DEC 2018	01/24/19	0	Water Revenues-Aug-Dec 2018		02/06/19	13930.07	.00	CHK			
VENDOR TOTAL:						13930.07					
VENDOR: 2009 TERRY STIDHAM CONSTRUCTION											
611039, 40, 41	01/24/19	0	Water and Sewer repairs		02/06/19	18300.00	.00	ACH			
VENDOR TOTAL:						18300.00					
VENDOR: 2018 TRADE AMERICA											
23050	01/25/19	2719	Supplies		02/06/19	166.30	.00	ACH			
23056	01/24/19	2719	Supplies		02/06/19	703.87	.00	ACH			
VENDOR TOTAL:						870.17					
VENDOR: 2024 THOMPSON MACHINERY											
0110049461	01/24/19	2665	Repair		02/06/19	1299.21	.00	CHK			
VENDOR TOTAL:						1299.21					
VENDOR: 2034 TURNER FARM & TRAILER LLC											
567226	01/24/19	2686	Trailer		02/06/19	5860.00	.00	CHK			
VENDOR TOTAL:						5860.00					
VENDOR: 2104 UPS											
24W1X6019,29,39	01/25/19	0	Postage		02/06/19	91.38	.00	CHK			
VENDOR TOTAL:						91.38					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 7
RUN DATE 01/30/19 12:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2202 WAYPOINT ANALYTICAL										
1043767	01/25/19	2704 Analysis		02/06/19	468.00	.00	ACH			
VENDOR TOTAL:					468.00					
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE										
MS13911	01/25/19	2744 Vacuum Truck Sales		02/06/19	274.07	.00	ACH			
VENDOR TOTAL:					274.07					
VENDOR: 2210 VERIZON WIRELESS										
9821331901	01/24/19	0 Phone bill		02/06/19	495.84	.00	CHK			
VENDOR TOTAL:					495.84					
VENDOR: 2221 VOLKERT, INC.										
01112006 & 007	01/28/19	0 Professional services		02/06/19	37455.00	.00	CHK			
VENDOR TOTAL:					37455.00					
VENDOR: 9909777 EFFICACY SOLUTIONS LLC										
2018008	01/24/19	0 Contract labor-AMI meters		02/06/19	514.40	.00	ACH			
VENDOR TOTAL:					514.40					
VENDOR: 9909811 AT&T										
BLST-67-201808	01/25/19	0 Damage Repair		02/06/19	801.27	.00	CHK			
VENDOR TOTAL:					801.27					
GRAND TOTAL:					669174.31					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 1
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC										
3919477	01/24/19	8427 Stock Material		02/06/19	2329.15	.00	ACH			
VENDOR TOTAL:					2329.15					
VENDOR: 125 AT & T										
1007 - 1/01/19	01/24/19	0 Phones		02/06/19	76.40	.00	CHK			
VENDOR TOTAL:					76.40					
VENDOR: 131 ALTEC INDUSTRIES, INC.										
11086816	01/28/19	8453 Repairs		02/06/19	385.56	.00	ACH			
VENDOR TOTAL:					385.56					
VENDOR: 134 ATWELL & GENT, P.A.										
8855	01/28/19	0 Engineering Services		02/06/19	420.00	.00	ACH			
8856	01/28/19	0 Engineering Services		02/06/19	3690.00	.00	ACH			
8857	01/28/19	0 Engineering Services		02/06/19	22070.00	.00	ACH			
8859	01/28/19	0 Engineering Services		02/06/19	3720.00	.00	ACH			
8860	01/28/19	0 Engineering Services		02/06/19	1820.00	.00	ACH			
8862	01/28/19	0 Engineering Services		02/06/19	5270.00	.00	ACH			
VENDOR TOTAL:					36990.00					
VENDOR: 143 ARTHUR J. GALLAGHER & CO.										
2870078	01/24/19	0 Addtl Workers Comp Audit Pre		02/06/19	12415.00	.00	ACH			
VENDOR TOTAL:					12415.00					
VENDOR: 146 AT&T										
1737 - 1/09/19	01/24/19	0 Phone/internet bill		02/06/19	44.23	.00	CHK			
VENDOR TOTAL:					44.23					
VENDOR: 190 BALDWIN LIGHTING, INC.										
7545	01/29/19	8417 Concrete Poles		02/06/19	11550.00	.00	ACH			
VENDOR TOTAL:					11550.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 2
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 202 BELL BUILDING SUPPLY										
6217	01/24/19	0 Office furnishings		02/06/19	410.00	.00	ACH			
VENDOR TOTAL:					410.00					
VENDOR: 208 BERRY ELECTRIC, LLC										
004368	01/28/19	8493 Repair parking lot lights		02/06/19	450.00	.00	CHK			
VENDOR TOTAL:					450.00					
VENDOR: 227 BULLDOG TOWING, LLC										
38990	01/29/19	8486 Towing		02/06/19	200.00	.00	CHK			
VENDOR TOTAL:					200.00					
VENDOR: 280 CFM										
0215178	01/25/19	0 Tax Forms		02/06/19	79.68	.00	CHK			
VENDOR TOTAL:					79.68					
VENDOR: 283 CHANCELLOR SUPPLY INC.										
050008809-02	01/24/19	8393 Stock Material		02/06/19	1089.78	.00	CHK			
VENDOR TOTAL:					1089.78					
VENDOR: 303 C SPIRE WIRELESS										
12/01-12/31/18	01/24/19	0 Phone bill		02/06/19	653.77	.00	CHK			
VENDOR TOTAL:					653.77					
VENDOR: 318 CLAYTON VILLAGE MINI STG										
1/22/19	01/28/19	0 Storage unit rental		02/06/19	330.00	.00	ACH			
VENDOR TOTAL:					330.00					
VENDOR: 321 COLE'S AUTO REPAIR										
18210	01/29/19	8455 Repairs		02/06/19	136.80	.00	CHK			
VENDOR TOTAL:					136.80					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 341 CDW GOVERNMENT, INC										
8292,2890,	01/24/19	8454 IT Supplies		02/06/19	1417.82	.00	ACH			
QRM2756	01/29/19	8470 Office supplies-toner		02/06/19	2345.38	.00	ACH			
VENDOR TOTAL:					3763.20					
VENDOR: 357 CUMMINS SALES & SERVICE										
C6-6822	01/24/19	8328 Generator		02/06/19	26335.00	.00	CHK			
VENDOR TOTAL:					26335.00					
VENDOR: 400 IVY AUTO PARTS										
605255	01/29/19	8463 Parts		02/06/19	14.07	.00	ACH			
VENDOR TOTAL:					14.07					
VENDOR: 496 EAST MISS LUMBER										
D17512	01/29/19	8476 Parts		02/06/19	76.97	.00	CHK			
VENDOR TOTAL:					76.97					
VENDOR: 555 ELSTER SOLUTIONS										
900087947	01/28/19	0 Annual SMA Agreement		02/06/19	45299.00	.00	ACH			
VENDOR TOTAL:					45299.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
104448455	01/24/19	8464 Tires		02/06/19	1004.67	.00	CHK			
104452119	01/24/19	8465 Repair Tire		02/06/19	57.90	.00	CHK			
VENDOR TOTAL:					1062.57					
VENDOR: 696 GARNER LUMLEY ELECTRIC										
556062	01/28/19	8481 Materials		02/06/19	5089.20	.00	ACH			
VENDOR TOTAL:					5089.20					
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE										
12/31/18 STMT	01/29/19	8489 Landfill charges		02/06/19	296.19	.00	CHK			
VENDOR TOTAL:					296.19					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 4
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 729 GREATER STARKVILLE DEV PART										
119102	01/25/19	0 Banquet Tickets		02/06/19	400.00	.00	CHK			
VENDOR TOTAL:					400.00					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.										
50015112-01	01/24/19	8423 Stock Material		02/06/19	1657.50	.00	ACH			
50015173-01	01/24/19	8442 Supplies		02/06/19	21437.50	.00	ACH			
50015281	01/24/19	8469 Stock Material		02/06/19	1061.50	.00	ACH			
VENDOR TOTAL:					24156.50					
VENDOR: 809 HOWARD INDUSTRIES, INC.										
244024-773232	01/29/19	8216 Transformer Padmount		02/06/19	7033.00	.00	ACH			
248386-771672	01/28/19	8396 Materials		02/06/19	2391.60	.00	ACH			
248386-771673	01/28/19	8468 Materials-Lights		02/06/19	3225.00	.00	ACH			
VENDOR TOTAL:					12649.60					
VENDOR: 907 INDOFF, INC.										
3203238	01/29/19	8467 Office supplies		02/06/19	98.51	.00	ACH			
VENDOR TOTAL:					98.51					
VENDOR: 913 JASON HORNER										
1/16/19	01/24/19	0 Supplies reimb		02/06/19	272.82	.00	ACH			
VENDOR TOTAL:					272.82					
VENDOR: 1010 JT RAY COMPANY										
190115-0414	01/25/19	0 Copier service		02/06/19	63.12	.00	CHK			
VENDOR TOTAL:					63.12					
VENDOR: 1011 JACOB FORRESTER										
1/24/19	01/24/19	0 Tuition reimbursement		02/06/19	2996.61	.00	ACH			
VENDOR TOTAL:					2996.61					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 5
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1205	LOWE'S								
12/18-1/23/19	01/28/19	8494 Parts and materials		02/06/19	357.93	.00	CHK			
		VENDOR TOTAL:			357.93					
VENDOR:	1217	LIGHTS AND BALLASTS LLC								
508006	01/25/19	0 Light replacements		02/06/19	240.00	.00	CHK			
		VENDOR TOTAL:			240.00					
VENDOR:	1291	MAGNOLIA BUSINESS SYSTEM INC								
35670	01/29/19	0 Copier services		02/06/19	287.64	.00	ACH			
		VENDOR TOTAL:			287.64					
VENDOR:	1297	MCI								
4DP90225 - 1/11	01/24/19	0 Phone bill		02/06/19	33.14	.00	CHK			
		VENDOR TOTAL:			33.14					
VENDOR:	1300	MS MUNICIPAL POWER AGENCY								
1004	01/24/19	0 Membership dues		02/06/19	1000.00	.00	CHK			
		VENDOR TOTAL:			1000.00					
VENDOR:	1305	NEXAIR, LLC								
06575322	01/29/19	8491 Gas cylinder rental		02/06/19	47.36	.00	ACH			
		VENDOR TOTAL:			47.36					
VENDOR:	1319	MONT'S PAPER & PACKAGING								
338360	01/24/19	8385 Uniforms		02/06/19	560.65	.00	ACH			
		VENDOR TOTAL:			560.65					
VENDOR:	1326	MSTN TRANSFORMERS INC.								
72504, 72565	01/28/19	8419 Transformer Pole Mounts		02/06/19	14239.00	.00	CHK			
		VENDOR TOTAL:			14239.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 6
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1361 M & M PROSAFETY SUPPLY										
02164	01/29/19	8484 Safety supplies		02/06/19	1220.89	.00	ACH			
VENDOR TOTAL:					1220.89					
VENDOR: 1400 NESCO										
6157,4728,897	01/28/19	8466 Materials		02/06/19	496.16	.00	ACH			
S2283384.001	01/24/19	8395 Supplies		02/06/19	2720.44	.00	ACH			
S2283683.001	01/24/19	8388 Uniforms		02/06/19	2487.73	.00	ACH			
S2285131.00162	01/29/19	8404 Uniforms		02/06/19	2540.17	.00	ACH			
S2287515,975.001	01/24/19	8418 Uniforms		02/06/19	5028.78	.00	ACH			
S2295038.001	01/29/19	8462 Uniforms		02/06/19	2431.38	.00	ACH			
VENDOR TOTAL:					15704.66					
VENDOR: 1406 NORTHEAST EXTERMINATING										
1/23/19	01/29/19	8492 Pest control		02/06/19	45.00	.00	ACH			
VENDOR TOTAL:					45.00					
VENDOR: 1525 OKTIBBEHA CO. CO-OP										
476713,483261,48	01/24/19	8449 Uniforms		02/06/19	2958.05	.00	ACH			
VENDOR TOTAL:					2958.05					
VENDOR: 1531 MDR CONSTRUCTION, INC.										
23274,23370,2341	01/24/19	8480 Powerline Work Hospital Rd		02/06/19	49250.00	.00	ACH			
VENDOR TOTAL:					49250.00					
VENDOR: 1536 PALMER'S SERVICE CENTER LLC										
1/24/19	01/29/19	8450 Parts and repairs		02/06/19	8465.24	.00	ACH			
VENDOR TOTAL:					8465.24					
VENDOR: 1800 RACKLEY OIL, INC.										
499338	01/29/19	8475 Fuel		02/06/19	76.00	.00	ACH			
VENDOR TOTAL:					76.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 7
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD										
1/03/19	01/25/19	0 Office supplies		02/06/19	140.81	.00	CHK			
VENDOR TOTAL:					140.81					
VENDOR: 1886 SEDC										
24574	01/28/19	0 Billing services		02/06/19	50391.34	.00	ACH			
24863	01/28/19	0 Billing services		02/06/19	12014.06	.00	ACH			
VENDOR TOTAL:					62405.40					
VENDOR: 1887 S & S LINE SERVICE INC										
1992-1995	01/25/19	0 ROW Clearing		02/06/19	12048.95	.00	ACH			
VENDOR TOTAL:					12048.95					
VENDOR: 1910 STARKVILLE ELEC DEPT										
DEC 2018	01/25/19	0 Utility bills		02/06/19	327.48	.00	DFT			
VENDOR TOTAL:					327.48					
VENDOR: 1914 SPX TRANSFORMER SOLUTIONS										
900284815	01/29/19	0 Autotransformer-1st 30% paym		02/06/19	259407.00	.00	CHK			
VENDOR TOTAL:					259407.00					
VENDOR: 1917 RONNIE JONES CONST, INC.										
20191011	01/29/19	8459 Gravel		02/06/19	2359.56	.00	CHK			
VENDOR TOTAL:					2359.56					
VENDOR: 1940 STUART C. IRBY										
S11183279.001	01/24/19	8473 Stock Material		02/06/19	1028.40	.00	ACH			
VENDOR TOTAL:					1028.40					
VENDOR: 1945 SULLIVAN'S										
40469, 41788	01/24/19	0 Office supplies		02/06/19	395.10	.00	ACH			
41335	01/24/19	8457 Office Supplies		02/06/19	41.91	.00	ACH			
41721, 41500	01/24/19	0 Office supplies		02/06/19	29.15	.00	ACH			
VENDOR TOTAL:					466.16					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 8
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2018 TRADE AMERICA										
14,46,53,61,83	01/29/19	8479 Supplies		02/06/19	1197.09	.00	ACH			
VENDOR TOTAL:					1197.09					
VENDOR: 2021 TCC FACILITIES MANAGEMENT										
3439	01/24/19	0 Janitorial services		02/06/19	450.00	.00	ACH			
VENDOR TOTAL:					450.00					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
102381 - ACT 214	01/24/19	0 Annual Dues		02/06/19	5575.88	.00	ACH			
VENDOR TOTAL:					5575.88					
VENDOR: 2104 UPS										
12031F019	01/25/19	0 Postage		02/06/19	26.37	.00	CHK			
VENDOR TOTAL:					26.37					
VENDOR: 2110 US POSTAL SERVICE										
JAN 2019	01/24/19	0 Postage due-Acct#2610127		02/06/19	300.00	.00	CHK			
VENDOR TOTAL:					300.00					
VENDOR: 2118 BORDER STATES ELECTRIC										
916974483	01/29/19	8472 Parts		02/06/19	2614.80	.00	ACH			
VENDOR TOTAL:					2614.80					
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.										
343129	01/29/19	8490 Gas cylinder rentals		02/06/19	50.78	.00	ACH			
VENDOR TOTAL:					50.78					
VENDOR: 2210 VERIZON WIRELESS										
9821331899	01/24/19	0 Phone bill		02/06/19	1012.15	.00	CHK			
9821331900	01/24/19	0 Phone bill		02/06/19	126.32	.00	CHK			
VENDOR TOTAL:					1138.47					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 02/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 9
RUN DATE 01/29/19 03:50 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2303 WATERMARK PRINTERS											
12104	01/25/19	0 Office supplies		02/06/19	63.00	.00	ACH				
12136	01/25/19	0 Office supplies		02/06/19	63.00	.00	ACH				
VENDOR TOTAL:					126.00						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
48037	01/28/19	0 Water		02/06/19	16.20	.00	ACH				
48189	01/25/19	0 Water		02/06/19	40.50	.00	ACH				
VENDOR TOTAL:					56.70						
VENDOR: 9909884 MADISON SMITH											
1/15/19	01/24/19	0 Travel expense reimbursement		02/06/19	214.87	.00	ACH				
1/24/19	01/24/19	0 Advance travel for training		02/06/19	348.00	.00	ACH				
VENDOR TOTAL:					562.87						
VENDOR: 99009957 TODD GILES											
1/24/19	01/24/19	0 Advance Travel for training		02/06/19	319.00	.00	ACH				
VENDOR TOTAL:					319.00						
GRAND TOTAL:					634801.01						



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance
AGENDA DATE: 2-5-2019
PAGE: 1 of 7

SUBJECT: Request approval to renew a Mechanical Service Agreement with Brislin, Inc for City Hall for quarterly inspections and maintenance of equipment.

AMOUNT & SOURCE OF FUNDING: City Hall budgeted Expense: 001-192-630-403 Building Maintenance

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk / CFO

FOR MORE INFORMATION CONTACT: Lesa Hardin – 323-2525 ext.3117

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Brislin, Inc. was the installer of the HVAC Equipment at both City Hall and the Police Department and have knowledge and experience with all the machinery.

SUGGESTED MOTION: Approval to renew a Mechanical Service Agreement with Brislin, Inc for City Hall for quarterly inspection and maintenance of equipment.

BRISLIN, Inc.

Heating • Air Conditioning • Plumbing • Process Piping • Industrial Sheet Metal

4051 Military Road
Columbus, MS 39705

Phone: 662-328-5814
Fax: 662-328-5815

January 4, 2019

City of Starkville
Starkville Municipal Complex
100 Meigs Ave.
Starkville, MS 39759

Re: Service contract amount increase

To whom it concerns:

Please allow me to thank you for being such a loyal and consistent customer of Brislin, Inc. over the years. Your satisfaction is very important to us and we hope we have been successful in providing you with excellent customer service and products.

I never like having to write this letter, but it is, unfortunately, sometimes necessary. Due to rising costs in service materials (i.e. belts, filters, etc.) we are forced to increase our service contract amount effective March 1, 2019.

Although price increases are never good news, they are something we must do in order to continue to provide you with the quality you've come to expect. If you have any questions or concerns, please don't hesitate to contact us immediately.

Thank you for your understanding.

Sincerely,



Quinn Brislin
Vice President
Brislin, Inc.

QB/do

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS

BY

BRISLIN, INC.

March 1, 2019 to February 29, 2020



At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$150.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

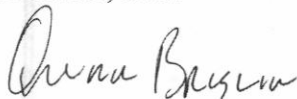
1. One (1) full service which includes washing of evaporator and condenser coils, replacing filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$ 4,240.00 per year plus tax;
payable in four (4) equal amounts of \$1,060.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE/INSPECTION LIST

CUSTOMER: STARKVILLE CITY HALL

ADDRESS: 110 WEST MAIN ST STARKVILLE, MS 39759

☒ **Complete** ☐ **Not Needed** *N/A – Not Applicable*

Weather Conditions

☐ rainy ☐ clear
☐ cloudy ☐ humid
☐ partly cloudy
Outside temp. _____
Avg. Inside Temp. _____

- ____ 1. Clean drain pan and lines. Add algacide tablets.
- ____ 2. Check performance and service of all major components and document any deficiencies found.
- ____ 3. Lubricate moving parts as needed.
- ____ 4. Check refrigerant charge and record. (annually or as needed)
- ____ 5. Test amperage and voltage and record. (annually or as needed)
- ____ 6. Inspect for oil and refrigerant leaks and document any leaks found.
- ____ 7. Check operating and safety controls and adjust or repair as needed.
- ____ 8. Check air distribution temperatures and record.
- ____ 9. Inspect condenser and evaporator coils.
- ____ 10. Wash evaporative and condenser coils (coil cleaner or water only)
- ____ 11. Clean/brush evaporative coils
- ____ 12. Tighten electrical connections on equipment as needed.
- ____ 13. Check belts and drives, tighten as needed
- ____ 14. Replace Belts (if required)
- ____ 15. Check temperature control system and make minor repairs and document any deficiencies found.
- ____ 16. Check and adjust economizer linkage and controls (if applicable)
- ____ 17. Change filters and wash air filters. (includes OSA filters)
- ____ 18. Check heating section and controls and document any deficiencies found.

28) 20X20X2 MP FILTERS
12) 16X20X2 MP FILTERS
11) 20X25X2 MP FILTERS
2) 16X25X2 MP FILTERS
2) 20X30X2 MP FILTERS
2) WASHABLE FILTERS
4) BX68 BELTS

REMARKS: _____

CUSTOMER'S SIGNATURE

DATE

TECHNICIAN'S SIGNATURE

DATE



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 5, 2019
Page: 1

SUBJECT:

Request authorization to hire Shalamark Simpson as a Driver in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 8, Non-Exempt Annual Salary of \$29,120.00 (\$14.00 per hour) based on 2080 hours

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Joshua Brown who resigned.

REQUESTING DEPARTMENT:

Starkville Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Shalamark Simpson as a Driver in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: February 05, 2019
Page: 1

SUBJECT:

Consideration of approval for Stephanie Halbert to participate in the City of Starkville Educational Assistance Program.

AMOUNT & SOURCE OF FUNDING:

001-180-690-553 Employee Education / Training Expense

FISCAL NOTE:

AUTHORIZATION HISTORY:

Stephanie Halbert, Assistant Human Resources Director is pursuing her Masters's of Science Degree in Strategic Human Resources Management. She is requesting to participate in the Educational Assistance program to enroll in the Performance Improvement Degree program from Grantham University.

REQUESTING DEPARTMENT:

Human Resources

DIRECTOR'S AUTHORIZATION:

Nav Ashford, Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval for Stephanie Halbert to participate in the City of Starkville Educational Assistance Program.

In the event of a reduction of force or if I am terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

Employee Signature Stephanie Halbert Date 01/23/19

Attach description of training with completed registration form and forward to your supervisor for approval process.

Section B: Approvals

Review and approve based on appropriateness, cost, scheduling, and quality of training, and availability of funding in the department's training budget.

Supervisor [Signature] Date 1/23/19

Department Head [Signature] Date 1/23/19
Approve and forward to Human Resources

Review and approve for compliance with policy, quality of training and/or make recommendations for other resources.

Human Resources [Signature] Date 1/23/19

Approved by Mayor and Board of Aldermen on (date) _____

Section C: Notification of approval

To: Stephanie Halbert Date: _____
(Employee's Name)

Your request for Educational Assistance Benefits as indicated on this form is approved and you are authorized to enroll in the above stated classes. Only expenses which you have listed may be considered for reimbursement under the terms and provisions of this policy. You are reminded to review all provisions of the policy, specifically those pertaining to reimbursement and repayment of expenses approved.

Department Director's Authorization: _____

Section D: Reimbursement Request

I hereby acknowledge that I have completed the courses approved for reimbursement under the City of Starkville's Educational Assistance Policy and request reimbursement of the approved costs. I am attaching my grade report and receipts for all expenses requested for reimbursement. I hereby acknowledge my obligations and agreement to the repayment terms of the policy.

Total applicable costs for reimbursement: Receipts are required

Tuition	\$975.00
Registration Fees	\$
Books	\$
Other fees (itemize)	\$45.00
Total of all fees	\$ 1,020.00

Grade received _____ Applicable percentage for reimbursement _____
(See Policy)

Actual amount of reimbursement requested: _____

Employee's Signature: _____ Date: _____
Complete and submit to Personnel Officer

Section E: Reimbursement Approval

Reimbursement Request and grade received and approved:

Personnel Officer: _____ Date: _____
Department Director: _____ Date: _____

Submit to City Clerk's Office after approval

**City of Starkville
Educational Assistance Request**

Section A: Employee Request

Name (Print) Stephanie Halbert SS# 426-31-7169

Home Address: 123 Reed Ridge Circle Starkville, MS 39759

Telephone #'s: Home

Cell (662) 251-0894

Request Date February 5, 2019

Date of Hire April 9, 2010

Current Position Assistant Human Resources Director Supervisor Mr. Naverrette Ashford

Check one:

☐ Seminar ☒ College Course ☐ Workshop ☐ Conference ☐ Other:

Title Strategic Human Resources Management

School or Organization Grantham University

Dates of attendance February 13th - April 2019

Total Hours Training 3

Costs: Please itemize all related costs requested for approval in accordance with the Educational Assistance Program. State the amount and category of each cost and whether such costs are requested for prepayment (seminars, workshops, accreditation programs, etc.) or for reimbursement (college courses, continuing education, etc.)

Tuition - 975.00
Technology Fee - 45.00

What specific knowledge or skill will you learn? This course focuses on the human resources functions within an organization such as but not limit to recruitment, management and providing direction for the people who work in the organization.

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities with the City of Starkville? The acquired knowledge or skill will effectively help me manage the workforce, effectively examine how the organizational success is achieved and effectively design recruitment, management and strategic HR system approaches for performance improvement.

REPAYMENT AGREEMENT:

In connection with the City of Starkville's Educational Assistance Policy, I am requesting benefits to be approved for continuing my education. I hereby agree to repay the City if I leave employment either voluntarily or involuntarily for reasons within my control prior to two years after educational assistance has been received. The repayment will be prorated according to my length of service after such benefits have been received, with my being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 2/5/2019
PAGE: 1 of 1**

SUBJECT: Request approval of entering a lease purchase agreement with Active Solutions, LLC enabling the acquisition of 10 surveillance cameras with all-weather equipment enclosures.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from the IT Department's Equipment and Machinery account. The total amount to be financed is \$59,237.42. The monthly payments will be \$1,153.00 for 60 months

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

This lease purchase will enable the IT Department and Police Department to proceed with a planned municipal camera project. This will be the first phase, with additional cameras deployed as budgeted going forward. The all-weather enclosures, which contain control and networking equipment, feature red and blue flashing lights reinforcing the units presence and purpose.

STAFF RECOMMENDATION: Staff recommends approval.

Lease No.: 23104
Lessee: City of Starkville MS

LESSEE'S INSTRUCTIONS
Required For Municipal Lease and Option Transactions

In order to complete the lease transaction described above, the Lessee must complete, sign and return each of the documents identified and must attach each of the documents identified as documents to be provided by Lessee. Lessee must INITIAL ANY CHANGE ADDITION OR DELETION in any of the documents.

DOCUMENTS PROVIDED BY LESSOR THAT MUST BE COMPLETED, SIGNED AND RETURNED BY LESSEE:

- ☐ MUNICIPAL LEASE AND OPTION AGREEMENT: Needs to be signed by duly authorized employee of Lessee and MUST be attested to by Lessee's Clerk, Board Secretary or a person serving a similar function, with appropriate seal applied, or it may be notarized.
- ☐ PAYMENT SCHEDULE: This is a schedule of payment due dates and amounts. PLEASE SIGN.
- ☐ ACCEPTANCE CERTIFICATE: To be signed by highest ranking official at Equipment location and attested to by the person signing the Agreement for Lessee (TWO SIGNATURES ARE REQUIRED). Date when Equipment is accepted must be inserted by Lessee.
- ☐ INCUMBENCY CERTIFICATE: Certificate identifying the person signing the Agreement for Lessee and verifying that person's authority to be the signer of Agreement and any other documents to be executed in connection therewith.
- ☐ DEPARTMENT OF THE TREASURY: ☐ IRS Form 8038-GC is required to qualify this Agreement as a tax-exempt transaction. Requires Federal ID (nine-digit number with NO LETTERS). This is not a sales tax exemption number and is only required on transactions involving interest that qualifies as income tax exempt.

DOCUMENTS THAT MUST BE PROVIDED BY LESSEE (MARKED WITH A RED X OR THAT HAVE BEEN HIGHLIGHTED):

- ☐ PURCHASE ORDER: Issued to Vendor. (Sample Purchase Order enclosed) MUST be written by Lessee, specifying total term of the Agreement (e.g., such as 36 months at \$126.00).
- ☐ ADVANCE PAYMENT: Invoice enclosed. Please forward, please make payable to Lessor.
- ☐ MINUTES: Shows necessary approval from (city, state, county, Tribal Council, etc.) of the transaction and to use the funds for this purpose.
- ☐ INSURANCE CERTIFICATE: As required by the Municipal Lease and Option Agreement, please provide a Certificate of Insurance (Acord Form 27 or equivalent), naming Lessor as ADDITIONAL INSURED AND LOSS PAYEE, or letter evidencing self-insurance (if approved by Lessor).
- ☐ FINANCIAL STATEMENTS: As required by the Municipal Lease and Option Agreement, please provide: ☐ last two (2) years audited financial statements of Lessee.

Upon execution of these documents, please make copies for your records and forward all of the ORIGINAL documents to Government Leasing, LLC via express courier at: 830 Tenderfoot Hill Rd. Ste 301 , Colorado Springs, CO 80906

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130

Agreement No.: 23104

LESSEE: City of Starkville
110 West Main St
Starkville, MS 39759
(662) 323-2525

VENDOR: Active Solutions, LLC
1215 Prytania St. #301
New Orleans, LA 70130
(504) 524-6579

NOTE: This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099) (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)

EQUIPMENT DESCRIPTION (make, model, serial no. and attachments – Equipment is new unless noted)

Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.

Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.

EQUIPMENT COST – TERM – PAYMENTS

LEASE TERM	60-months (includes interest, see Section 5.02).
PAYMENTS	60 payments in the amount of \$1,153.00 with the first such payment due upon the Lessee's written acceptance of the leased Equipment and each remaining payment due monthly thereafter on the same day.
TOTAL AMOUNT FINANCED	\$59,237.42 – any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT	Purchase Option is \$1.00 after timely making all payments.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases the Equipment to Lessee for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and 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.
- B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.
- C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee(s) with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor or its assignee(s). Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Lease Purchase Payments throughout the entire Lease Term.
- E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- G. This Agreement, as written, including all of its Amendments and Addendums, supercedes and replaces any and all representations made by Vendor.
- H. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- I. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.
- J. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
- K. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code.
- L. Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

ARTICLE II: DEFINITIONS.

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

"Agreement" means this Municipal Lease and Option Agreement.

"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement.

"Lessor" means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Buy-out After Payment Amount" means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05 as the case may be. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Lease Purchase Payments.

ARTICLE IV: INSPECTION.

Lessor and any assignee of Lessor's right under this Agreement 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 Equipment.

ARTICLE V: LEASE PURCHASE PAYMENTS.

Section 5.01. Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase 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 or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, 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 Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater), and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft or destruction of, or damage to, the Equipment, whether insured or not ("Loss"). Lessee shall continue to satisfy all its obligations hereunder (including, but not limited to the payment of Lease Purchase Payments), even if there has been a Loss. If prior to the termination of the Lease Term (a) the Equipment 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 Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to Lessee's obligations pursuant to Section 8.02 hereof.

Section 8.02 Application of Net Proceeds. Provided the Equipment is not deemed to be a total loss, Lessee shall, if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and, if Lessee is in default hereunder, cause the net proceeds to be applied as if total destruction or damage had occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. (Reserved)

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or

its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the right to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. (Reserved)

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount;
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and,
- F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) the applicable Buy-out After Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this section F.

Section 12.03 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 or 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 and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's signature shall constitute the sole chattel paper original of this Agreement.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the Lessee.

Section 13.07 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.

Section 13.08 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such leased property) in connection with this Agreement. Further, Lessee acknowledges: (a) Lessee received a copy of the contract by which Lessor acquired the leased property before signing this Agreement, (b) Lessee approved said contract as a condition of the effectiveness of this Agreement, (c) prior to signing this Agreement, Lessee received a statement designating the vendor promises, warranties and limitations or modifications of remedies, or (d) prior to signing this Agreement, Lessee was told that the uniform commercial code – leases, governs this transaction and that Lessee may communicate directly with the vendor concerning the matters described in subsection (c) of this sentence. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

Section 13.10. Return of Equipment. Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

(Signatures appear on page 4 of this Agreement)

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 7.03 of this Agreement either:

1. We have instructed the following insurance agent: _____
(insert name, address and telephone number)
to issue to you:
 - a. All Risk Physical Damage Insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and
 - b. Public Liability Insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

City of Starkville

Date: _____

By _____ (Authorized Official)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: _____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: 6 years.

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: budgeted

City of Starkville

Date: _____

By _____ (Authorized Official)

ACCEPTED BY:

LESSOR: Active Solutions, LLC

By: _____

Name:

Title:

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.

LESSEE: City of Starkville

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Lease and Option Agreement No. 23104 ("Agreement") between Active Solutions, LLC ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.
4. Lessee represents, covenants and warrants, that if requested by Lessor, Lessee will deliver an Opinion of Counsel, to the effect that: (i) Lessee is a fully political subdivision or agency of the State of Mississippi, where the Equipment is located; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
5. Lessee agrees that: (i) it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements, where necessary, and by due notification presented the Agreement for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations, or other funds, available to pay all amounts due hereunder for the current fiscal period.

General Equipment Description: Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Equipment Serial No(s). _____

LESSEE: City of Starkville

Signature: _____
(Actual User of Equipment at Equipment location)

Title: _____

Attested by: _____
(Signer of Agreement)

Title: _____

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

PAYMENT SCHEDULE

Number: 23104
Lessee: City of Starkville
Vendor: Active Solutions, LLC
Equipment: Tten (10) Flexible multisensor fixed cameras with four 1080p sensors

* If an early buy-out is desired, please contact Government Leasing, LLC at 1-800-822-8070.

Accepted by: _____

Printed Name: _____

Title: _____

Date Accepted: _____

Compound Period: Monthly

Equipment Cost:	\$59,237.42
+Sales Tax Amt:	\$0.00
-Down Pmt to Vendor:	\$0.00
-Trade-In Allowance:	\$0.00
=Net Equipment Cost:	\$59,237.42
+Down Pmt to GLC:	\$0.00
+Oth Lease Buy-Out:	\$0.00
+Financed Maint Amt:	\$0.00
=Lease Amount:	\$59,237.42

First payment due upon Lessee's written acceptance of leased Equipment and monthly thereafter on the same day.

Payment Schedule

Payment #	Loan	Payment	Interest	Principal
	59,237.42			
1		1,153.00	-	1,153.00
2		1,153.00	314.98	838.02
3		1,153.00	310.44	842.56
4		1,153.00	305.87	847.13
5		1,153.00	301.27	851.73
6		1,153.00	296.65	856.35
7		1,153.00	292.01	860.99
8		1,153.00	287.34	865.66
9		1,153.00	282.65	870.35
10		1,153.00	277.93	875.07
11		1,153.00	273.18	879.82
12		1,153.00	268.41	884.59
13		1,153.00	263.61	889.39
14		1,153.00	258.79	894.21
15		1,153.00	253.94	899.06
16		1,153.00	249.07	903.93
17		1,153.00	244.16	908.84
18		1,153.00	239.24	913.76
19		1,153.00	234.28	918.72
20		1,153.00	229.30	923.70

21	1,153.00	224.29	928.71
22	1,153.00	219.25	933.75
23	1,153.00	214.19	938.81
24	1,153.00	209.10	943.90
25	1,153.00	203.98	949.02
26	1,153.00	198.83	954.17
27	1,153.00	193.66	959.34
28	1,153.00	188.46	964.54
29	1,153.00	183.23	969.77
30	1,153.00	177.97	975.03
31	1,153.00	172.68	980.32
32	1,153.00	167.36	985.64
33	1,153.00	162.02	990.98
34	1,153.00	156.65	996.35
35	1,153.00	151.24	1,001.76
36	1,153.00	145.81	1,007.19
37	1,153.00	140.35	1,012.65
38	1,153.00	134.86	1,018.14
39	1,153.00	129.34	1,023.66
40	1,153.00	123.79	1,029.21
41	1,153.00	118.20	1,034.80
42	1,153.00	112.59	1,040.41
43	1,153.00	106.95	1,046.05
44	1,153.00	101.28	1,051.72
45	1,153.00	95.57	1,057.43
46	1,153.00	89.84	1,063.16
47	1,153.00	84.08	1,068.92
48	1,153.00	78.28	1,074.72
49	1,153.00	72.45	1,080.55
50	1,153.00	66.59	1,086.41
51	1,153.00	60.70	1,092.30
52	1,153.00	54.78	1,098.22
53	1,153.00	48.82	1,104.18
54	1,153.00	42.83	1,110.17
55	1,153.00	36.81	1,116.19
56	1,153.00	30.76	1,122.24
57	1,153.00	24.67	1,128.33
58	1,153.00	18.56	1,134.44
59	1,153.00	12.40	1,140.60
60	1,153.00	6.22	1,146.78

First payment due upon Lessee's written acceptance of leased Equipment and monthly thereafter on the same day.

**INCUMBENCY CERTIFICATE
MUNICIPAL LEASE AND OPTION AGREEMENT NO. 23104
ACTIVE SOLUTIONS, LLC ("LESSOR")
CITY OF STARKVILLE ("LESSEE")**

I, _____, _____
(Name) (Title: Secretary or Clerk)

for City of Starkville , hereby certify that:

(Signature of Signer of Lease)

(Print Name of Signer of Lease)

(Title of Signer of Lease)

of City of Starkville , has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 23104, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Starkville

By: _____ Date: _____
(Title: Secretary or Clerk)

Printed Name: _____ Title: _____

Please replace this page with the two most recent
fiscal years Audited Financials

Please replace this page with a copy of approved resolution or minutes of the Lessee approving this transaction.

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**► **Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Starkville		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address) 101 East Lumpkin		Room/suite	
4 City, town, or post office, state, and ZIP code Starkville, MS 39759		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions) Safecity cameras.	9d 59237 42
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐	
12 Vendor's or bank's name: Government Leasing, LLC	
13 Vendor's or bank's employer identification number: 4 6 2 8 2 2 7 3 4	

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(s) 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
	Firm's name ►		Check ☐ if self-employed PTIN	
	Firm's address ►		Firm's EIN ► Phone no.	

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time 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." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, 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 designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

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.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

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

Private activity bond. This includes an obligation 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 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. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations 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 obligations 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 obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations 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 obligation. Likewise, obligations (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 obligation.

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 of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of 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 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 1-1/2% 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.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

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 corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

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

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. 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 listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

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

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. 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 rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. 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 has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) 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 representative of the issuer filled in its 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. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, 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 will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . 2 hr., 34 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 write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Please replace this page with the lessee's certificate of insurance concerning the equipment that is the subject of this transaction.

THIS IS A SAMPLE OF THE INFORMATION REQUIRED ON YOUR PURCHASE ORDER AND IS NOT TO BE USED AS AN ACTUAL DOCUMENT. IF YOU DO NOT HAVE A STANDARD PURCHASE ORDER YOU MAY USE THE FOLLOWING ON YOUR LETTERHEAD AS A PURCHASE ORDER.

PURCHASE ORDER

DATE _____

PURCHASE ORDER NO. _____

AGENCY ISSUING PURCHASE ORDER ("LESSEE"):

City of Starkville
101 East Lumpkin
Starkville, MS 39759
(662) 418-5943

TO: Active Solutions, LLC
1215 Prytania St. #301
New Orleans, LA 70130

SHIP TO: Name: _____
Address: _____
City/State: _____
Contact: _____

QUANTITY ORDERED	EQUIPMENT DESCRIPTION	TOTAL PRICE
1	Equipment Description: Serial No. _____ [DESCRIBE EACH ITEM OF EQUIPMENT]	\$59,237.42

APPROVING SIGNATURE

(Director of Purchasing)

(Authorized Personnel)

**Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130**

TO:

**City of Starkville
101 East Lumpkin
Starkville, MS 39759**

INVOICE FOR PAYMENT

Date of Invoice: December 19, 2018

Lease Number: 23104

Equipment Description: Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Amount Due: \$1,153.00

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

**Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130**



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: February 5, 2019
PAGE: 1 of 5

SUBJECT: Consideration of approval of to apply to host a Certified Playground Safety Inspector Course (CPSI) and for the Mayor to sign any necessary agreements with the National Recreation and Parks Association (NRPA).

AMOUNT & SOURCE OF FUNDING: Starkville Parks and Recreation would be invoiced by NRPA \$270 per course participant, \$90 per exam participant, and \$75 for each set of replacement course books.

FISCAL NOTE: There will be a course fee, paid by participants directly to Starkville Parks and Recreation.

AUTHORIZATION HISTORY: The City of Starkville Parks and Recreation Department was selected as the 2020 host of the Mississippi Recreation and Parks Association (MRPA) state conference. Due to a lack of nearby CPSI courses, the department would like to apply to host a CPSI course connected to that state conference. Many of the participants of the course will likely be MRPA Conference attendees. The CPSI course will involve a minimum two-night hotel stay, so this will encourage additional hotel night stays in the community related to the conference. The CPSI certification is a great professional achievement for not only parks and recreation professionals, but school administrators, daycare staff, and other individuals that supervise playground maintenance.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, (662) 323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval to apply to host a Certified Playground Safety Inspector (CPSI) Course and for the Mayor to sign any necessary agreements with the National Recreation and Parks Association (NRPA).





Certified Playground Safety Inspector Course 2019 HOST AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____ (month), (year), is between the National Recreation and Park Association (hereinafter NRPA) and _____ (hereinafter Host) for the Certified Playground Safety Inspector program (hereinafter CPSI). This Agreement must be entered into annually upon initial course reservation for the year listed above.

WHEREAS, NRPA has developed and provides a Playground Safety Inspector course and certification designed to meet the needs of those dealing with public playground safety issues, and

WHEREAS, the program is the most advanced and comprehensive playground safety training program in the nation for those persons managing and operating playground facilities, and

WHEREAS, NRPA estimates there are more than 450,000 public and semi-public playgrounds in the nation's communities who could benefit by this training and certification program, and

WHEREAS, the course and certification are the only ones in existence and are especially sensitive to the needs of park and recreation agencies, schools, and child care facilities dealing with the ongoing safety inspection of public playgrounds, and

WHEREAS, NRPA believes a broad distribution of its playground safety course will provide safer playgrounds to the public at large

WHEREAS, both parties agree to the following responsibilities:

NRPA RESPONSIBILITIES Under this Agreement, NRPA agrees to:

A. Coordinate scheduling of the Certified Playground Safety Inspector program

1. Annually, from January 1 through December 31, provide state affiliates the first opportunity to reserve Certified Playground Safety Inspector courses.

2. Prior to approval of course requests from other state agencies or private organizations, NRPA will make every effort to avoid any competitive threat to already scheduled courses.
3. If NRPA receives a request from an organization other than a state affiliate for CPSI training and that organization is not interested in being a host, NRPA will provide an opportunity to the state affiliate in the organization's state to host the course.

B. Manage the Certified Playground Safety Inspector program

1. Provide a Host Handbook for use in planning for and implementing the course and exam.
2. Provide the NRPA logo and Certified Playground Safety Inspector logo to the host to be used on all promotional materials.
3. Provide course books to the host, approximately 60 days prior to the course, for mailing to registered participants. The CPSI course books are for the sole use of course participants and cannot be sold independently.
4. Invoice the host as follows:
 - a. \$270 per course participant
 - b. \$90 per exam participant
 - c. \$75 for each set of replacement course books. Hosts may elect to require reimbursement of the cost of replacement books from the course participant.
 - d. Invoice will be issued upon receipt of examination results from the testing company.
5. Assign course instructor(s) and pay the costs of honoraria, transportation, lodging and all meal expenses for each instructor in accordance with NRPA's policies and procedures.
6. Provide safety panels and all necessary equipment one day prior to the course. Materials will be shipped via UPS to the address provided by the host.
7. Provide an exam administrator and proctors for the examination.
8. Grant two complimentary registrations for each course that exceeds 40 paid registrants 30 days prior to the course date.
9. In coordination with the examination company, provide to the exam candidates their test results within 30-45 days following the exam.
10. Update and maintain the Certified Playground Safety Inspector (CPSI) certification records, ensuring an up-to-date registry.
11. Pay 50% of the costs associated with providing reasonable accommodations to all persons with disabilities requesting them.

HOST RESPONSIBILITIES Under this Agreement, the Host agrees to:

1. Provide NRPA with a completed Course Request Form for each course to be hosted.
2. Market the CPSI program through state and local channels.
3. Provide the course and examination to all interested persons.
4. Provide reasonable accommodations to all persons with disabilities requesting them and comply with all applicable laws and regulations including but not limited to the Americans with Disabilities Act. Host is responsible for 50% of the costs entailed in providing these accommodations. The course host will work collaboratively with NRPA to ensure all approved accommodations are met.

All registration materials must include the following statement regarding special accommodations for the exam:

A candidate who has a disability may request a special accommodation; the request must be submitted in writing at the time of course or exam registration. In order to properly accommodate all persons with disabilities it is recommended that all requests be made 45 days prior to the scheduled date for the course and exam.

5. Ensure registration materials include the following language for candidates that need ESL accommodations for the exam:

English as second language (ESL) candidates may request a time extension and/or the use of a strict translation dictionary. Request forms/fees must be submitted to NRPA no less than 30 days prior to the exam. The request form is available online at www.nrpa.org/cpsi. The course host will work collaboratively with NRPA to ensure all approved reasonable accommodations are met.

6. Designate a contact person to assist in the administration and implementation of the course. This contact person **MUST** also be present on site during the entire course and exam administration.

7. Establish appropriate course and exam fees. The recommended course fee is \$410 and the recommended exam fee is \$115.

8. Develop a registration form and procedures for collecting money.

9. Establish a cutoff date of 30 days prior to your course. The minimum number of course participants is 25 and the maximum is 80. The minimum number of course participants must be reached 30 days prior to the course or the course will be canceled. (Hosts may pay the minimum course fee of \$9,000 in lieu of cancellation.) Courses that exceed 40 paid registrants 30 days prior to the course will receive two complimentary registrations and will be provided two instructors for the course.

10. Produce and mail information packets, books, maps and any other necessary information to registrants beginning 6 weeks prior to the course.

11. On the first day of the course, distribute name badges to each student.
12. Course hosts will be contacted by the professional testing company and will be requested to supply information regarding the site location, site contact, date and time for the examination and the number of exam candidates that are expected. This information must be returned to the testing company within the requested time frame.
13. Local sponsors may be solicited to help offset host expenses. All local sponsors must be approved by NRPA. Please submit sponsors for approval 30 days prior to the course date.
14. Prepare the course safety panels to be shipped to the next location using the UPS labels that are supplied in the black safety panel cases. NRPA will arrange pickup with UPS.
15. Return all unused manuals immediately following the course.
16. Return the CEU sign in/out forms to NRPA.
17. Provide a complete electronic course roster to NRPA via the email indicated in the Host Handbook. NRPA will establish the format of the roster.
18. Pay all NRPA invoices within 30 days of issue. If invoices are not paid within 30 days of issuance, future courses may be deferred until payment is received.
19. Adhere to all requirements as outlined in the CPSI Host Handbook.

NOW THEREFORE BE IT RESOLVED THAT the (name of state agency or other sponsor) and NRPA hereby agree to provide this training program with the goal of providing a healthier and safer playground environment for all children.

NRPA Signee: _____
Name: _____
Title: _____
Date: _____

State Agency: _____
State of: _____
Administrator
Signature/Title: _____
Date: _____



**CITY OF STARKVILLE COVERSHEET AGENDA ITEM DEPT: Parks and Recreation
RECOMMENDATION FOR BOARD ACTION AGENDA DATE: February 5, 2019**

Page: 1 of 6

SUBJECT: Request approval of Premier Cup Soccer Tournament Sponsorship Packet.

AMOUNT & SOURCE OF FUNDING: No expense.

FISCAL NOTE:

Sponsor Levels:

"Premier Gold" - \$1,000

"Premier Silver" - \$500

"Premier Bronze" - \$250

AUTHORIZATION HISTORY: The Parks and Recreation Department Sponsor Policy and Agreement was approved October 17, 2017. The department is requesting to approve these specific sponsor levels and amounts for use in preparation for the 2019 Mississippi Soccer Association Premier Cup, scheduled for May 24-26, 2019 at the Starkville Sportsplex. This event is expected to have over 50 teams in attendance.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, (662) 323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of Premier Cup Soccer Tournament Sponsor Packet.



2019 PREMIER CUP STATE SOCCER TOURNAMENT

MAY 24 - 26, 2019

Sponsorship Opportunities

CONSIDERATION

The City of Starkville Parks and Recreation Department, Starkville Soccer Association and Greater Starkville Development Partnership partnered to bid on the 2019 Mississippi Soccer Association Premier Cup tournament. 50+ of the best soccer teams in the state will converge on Starkville on May 24-26, 2019.

We feel that your business would benefit from being a sponsor and would also be a prime representation of what Starkville offers as a community.

If you are interested or have any further questions or concerns, please contact Starkville Parks and Recreation Executive Director, Gerry Logan. His contact information can be found below.

We greatly appreciate your consideration in supporting the Premier Cup Soccer Tournament.

Thank you.

Gerry Logan
662-323-2294
glogan@starkvilleparks.com

DEADLINE: MAY 6, 2019

Sponsorship Levels

\$1,000

Premier Gold

- Recognition as sponsor during verbal announcements and award presentations
 - Ability to set up a promotional table at team check-in (Friday, May 24 before tournament begins) and any time during the event
 - Promotion to attendees on parking passes
 - Cash or in-kind available
-

\$500

Premier Silver

- Logo included on on-site signage
 - Business listed on official website to include a description and website link
 - Cash or in-kind available
-

\$250

Premier Bronze

- **Golf Cart Sponsorship available at this level with Business Name Placard included on the golf cart (8 available)**
- Business recognition on social media platforms
- Cash or in-kind available

CUSTOM BENEFITS AVAILABLE

IN-KIND TOURNAMENT ITEMS

This tournament involves 75+ volunteers, staff and referees working to ensure the tournament operates smoothly. In-kind sponsorships of meals and other needed hospitality items are available to help us reduce tournament costs. Options are below. Please contact us if your business is interested in providing meals or other items.

- 100 Dri-Fit Volunteer shirts (Gold Sponsor)
- Snacks (fruit, granola bars, etc) for 250 people (Gold Sponsor)
- Bottled water/sports drinks (2 Gold Sponsorships available)
- Friday, May 24 - 75 meals delivered at 6 pm (Gold Sponsor)
- Saturday, May 25 - coffee/juice for 75 people delivered at 7 am (Silver Sponsor)
- Saturday, May 25 - 75 meals delivered at 7 am (Gold Sponsor)
- Saturday, May 25 - 75 meals delivered at 12 pm (Gold Sponsor)
- Saturday, May 25 - 75 meals delivered at 5 pm (Gold Sponsor)
- Sunday, May 25 - coffee/juice delivered for 50 people at 8 am (Bronze Sponsor)
- Sunday, May 25 - 50 meals delivered at 8 am (Silver Sponsor)
- Sunday, May 25 - 50 meals delivered at 12 pm (Silver Sponsor)

*All meal deliveries will be to the Starkville Sportsplex at 405 Lynn Lane. Individually packaged/boxed meals are preferred but not required. Gold sponsorships include the ability to promote on the event parking passes.

SPONSORSHIP ORDER FORM

If you are purchasing a sponsorship, please fill out and email or deliver this form to Gerry Logan at Starkville Sportsplex by May 6.

Business Name: _____

Sponsorship Type:

Gold*

\$1,000

Silver

\$500

Bronze

\$250

***Do you wish to offer a special promotion on event parking passes? __Y __N
(Gold Level Only)**

Business Address: _____

City: _____ State: _____ Zip Code: _____

Business Representative: _____

Business Representative: _____

Contact Information:

Phone: _____

Email: _____

Thank you very much for your contribution and support.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 2-05-2019
PAGE: 1 of 36

SUBJECT: The Starkville Police Department is requesting permission to enter into a grant with the Justice Assistance Grant for FY19 Funding in the area of Hot Spot policing. This request for funding is for \$20,000.00 in overtime hot spot enforcement, (1) video surveillance camera \$7,247.00

AMOUNT & SOURCE OF FUNDING: \$27,247.00 reimbursable through the JAG Hot Spot Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY19 Funding with the Justice Assistance Grant for funding of Equipment. This grant is a 100% reimbursable grant.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

January 9, 2019

Lynn Spruill, Mayor
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759

Subject: Project Number: 18HS2311
Program: Justice Assistance Grant (JAG)
Effective Date: January 15, 2019

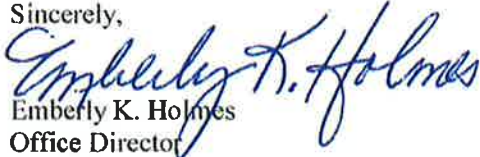
Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$27,247.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #10*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 977-3756.

Sincerely,


Emberly K. Holmes
Office Director

**Division of Public Safety Planning
SUBGRANT SIGNATURE SHEET**
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 101 E. Lampkin St. Starkville, MS 39759 662-769-4425 Cpl. Christopher Jackson c.jackson@cityofstarkville.org	2. Effective Date: January 15, 2019 3. Subgrant Number: 18HS2311 4. Grant Identifier: (Funding Source & Year) 2018-MU-BX-0165 5. Beginning & Ending Dates: 01/15/2019 – 12/31/2019 6. Subgrant Payment Method: ☒ X Cost Reimbursement ☐ Other	
7. The following funds are obligated:		
Budget Category	Source of Funds	Total Program Budget
	Federal % State/Local % In-Kind %	
Personnel	\$ 20,000.00	\$ 20,000.00
Fringe Benefits		
Equipment	\$ 7,247.00	\$ 7,247.00
Travel		
Operating Expenses		
Contractual Services		
Miscellaneous		
Indirect Costs		
TOTAL	\$ 27,247.00	\$ 27,247.00
8. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all the provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. JAG Statement of Special Conditions Attachment A – Standard Assurances Attachment C – Civil Rights Compliance Checklist Attachment E – Discrimination Complaint Policies Attachment G – Certification Regarding Lobbying Attachment B – EEOC Certification Attachment C-2 – Civil Rights Training Certification Attachment F – Certification Regarding Debarment Attachment H – Match Certification Form		
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE	
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Subgrantee Official: Lynn Spruill Mayor, City of Starkville	
11. Signature of DPSP Official: Date:	12. Signature of Authorized Subgrantee Official: Date:	
01/09/2019		

PUBLIC SAFETY PLANNING BUDGET SUMMARY

1. Applicant Agency: City of Starkville				
2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	5. Ending Date	
18HS2311	2018-MU-BX-0165	January 15, 2019	December 31, 2019	
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:	
Funding Sources				
7. For DPSP Use Only	8. Activity	Federal	State	Program Income
	Byrne/JAG Hot Spots Policing	\$ 27,247.00		
TOTAL		\$ 27,247.00		\$ 27,247.00

PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville					Page 1 of 1
2. Subgrant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
18HS2311	2018-MU-BX-0165	January 15, 2019	December 31, 2019		
6. Activity: Hot Spots Policing					
7. FOR DPSP USE ONLY	8. Category 9. Line Item	10. Description of Item and/or Basis for Evaluation		11. Budget	
		Federal	All Other	Total	
	PERSONNEL	Overtime @ Not to exceed	\$ 20,000.00		\$ 20,000.00
	EQUIPMENT	Video Surveillance @ Not to exceed	\$ 7,247.00		\$ 7,247.00
TOTAL			\$ 27,247.00		\$ 27,247.00

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS). Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;

Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2017 Certification of Compliance with 8 U.S.C. 1373
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

<http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Certifications of Compliance with 8 U.S.C. § 1373

A State or unit of local government that receives an award under the FY 2017 Byrne JAG Program will be required (by award condition) to obtain a properly-executed certification regarding compliance with 8 U.S.C. § 1373 from any proposed sub recipient that is a unit of local government or a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or unit of local government). The specific certification required from a unit of local government will differ from the specific certification required from a "public" institution of higher education. (The requirement for a sub recipient certification regarding 8 U.S.C. § 1373 will not encompass sub awards to Indian tribes). The required certification must be submitted using the following form: *(this form will be provided to your agency)*

- [FY 2017 Byrne JAG - Chief Legal Officer Certification of Compliance with 8 U.S.C. § 1373](#)

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

Law Enforcement Task Forces – Required Training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Certification of Body Armor "Mandatory Wear" Policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body Armor – Compliance with NIJ Standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
JAG Standard Award Policy and Special Conditions**

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitled "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☐ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

Address:

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, ct.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

☐ Yes

☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form

☐ Yes – submitted a certification

☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☐ Yes

☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☐ Yes

☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☐ Yes

☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☐ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

- b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes
☐ No

- c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

Yes

No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Name(s) of Individual(s)) _____

State of Mississippi

County of _____

Signed [or attested] before me on _____, 20____ by _____

Authorized Signatory Official

Signature of Notarial Officer

Stamp

Title of Office

My commission expires: _____

ATTACHMENT E
OFFICE OF JUSTICE PROGRAMS
DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

**These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
 The complainant cooperates with the discrimination complaint;
 The complainant cooperates with the enforcement of a discrimination complaint;
 The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal load of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised February 2012

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: _____

Program for which Match is being certified under: _____

Grant Award # _____

The _____ hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash)
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____

Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 02/05/2019
PAGE: 1 of 4

SUBJECT: Request approval to allow Officer Rashad Ruff to attend Standardized Field Sobriety Testing Training February 12-14, 2019 in Pearl, MS. The class is free.

AMOUNT & SOURCE OF FUNDING: 001-230-690-552

Hampton Inn \$282.00

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT.

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to allow Officer Rashad Ruff to attend Standardized Field Sobriety Testing Training February 12-14, 2019 in Pearl, MS.



FEBRUARY 12-14, 2019 SFST CLASS IN PEARL

There will be an SFST (Standardized field sobriety testing) class held at the Pearl Police Department (2561 Old Brandon Road) in Pearl, MS on the above dates. The class will go from 9am – 5 pm all three days. Anybody only needing to recertify in SFST should be in attendance on February 12th at 3pm. **To register, contact Instructor Rob Banks @ 662-897-2795 or rbanks@oxfordpolice.net.** You can also find the registration link on the MSTIDE facebook page and the STORM website (www.msstorm.org)

SFST

- This class teaches an officer how to better detect and prosecute DUI offenders by focusing on the validated field sobriety tests that are used throughout the country.
- 24 CEU HOURS
- FREE TRAINING

MS TIDE

OXFORD POLICE DEPARTMENT

DIRECTOR ROB BANKS

715 Molly Barr Road
Oxford, MS 38655
662-598-1244 (work)
662-897-2795 (cell)
rbanks@oxfordpolice.net

Facebook @MississippiTIDE





Joshua Wilson <j.wilson@cityofstarkville.org>

Your Feb-11-2019 Confirmation #54612895

1 message

Hampton Confirmed <noreply@h4.hilton.com>

To: "J.WILSON@CITYOFSTARKVILLE.ORG" <J.WILSON@cityofstarkville.org>

Tue, Jan 29, 2019 at 1:06 PM

**RASHAD RUFF, Join Hilton
Honors**[sign up](#)RASHAD RUFF,
see you on Feb-11-2019**Your Upcoming Stay**

Hampton Inn Jackson/Pearl-Jackson International Airport

1234 Phillips Street

Pearl MS 39208, US

T: +1 6019327676

Confirmation #54612895

Mon**11****February**

Check In: 3:00PM

Thu**14****February**

Check Out: 11:00AM

3 nights

Your Room Information

1 KING BED NONSMOKING

Rooms: 1**Guests: 1 Adult**

Your Rate Information

US Government

Rate Per Night:

Feb-11-2019 - Feb-14-2019

94.00 USD

Total for Stay per Room Rate:**282.00 USD**

Taxes

33.84 USD

Total for Stay**315.84 USD**



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

AGENDA ITEM NO:
AGENDA DATE: February 5, 2019
PAGE: 1

SUBJECT: Request approval for Madison Smith with the Electric Division of Starkville Utilities to travel to Nashville, TN to attend the Line Design & Staking 2 Class on February 26-28, 2019. Cost with the trip is expected to be \$2,113.75 (registration, lodging, meals, and mileage). Advance travel requested in the amount of \$348.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Madison Smith to Nashville, TN to attend the Line Design & Staking 2 Class on February 26-28, 2019. Cost not to exceed \$2,113.75.

TRAVEL EXPENSE REPORT
STARKVILLE UTILITIES
200 N Lafayette St, Starkville, MS 39759

NAME	Madison Smith	TRAVEL	Class
DIVISION	Electric Division	PURPOSE	Line Design & Staking 2
POSITION	Engineering Associate	BEGIN DATE	2/26/2019
PHONE	662-323-3133	END DATE	2/28/2019
EMAIL	msmith@starkvilleutilities.com	TOTAL DAYS	3
MANAGER	Terry Kemp	DESTINATION	TN - Nashville
TYPE OF REIMB	Advance Travel	OTHER CITY	N/A
MEAL RATE	\$61.00/day	HOTEL ROOM	Yes
HOTEL RATE	\$179.00/night	TOTAL NIGHTS	3
		VEHICLE	Personal Vehicle

Advance Travel

DESCRIPTION (Enter Totals for Trip)	TOTAL COST	Paid by Employee	Cost to Employee	Amt Due to Employee
Registration Costs	\$1,130.75	No	\$0.00	\$0.00
Hotels	\$452.00	No	\$0.00	\$0.00
Mileage 600.0 mi.	\$348.00	Yes	\$348.00	\$348.00
Meals 3 days	\$183.00	No	\$0.00	\$0.00
Other Transport	\$0.00	No	\$0.00	\$0.00
Miscellaneous	\$0.00	No	\$0.00	\$0.00
TOTAL COST OF TRAVEL	\$2,113.75		\$348.00	\$348.00

ADVANCE TRAVEL REQUESTED	\$348.00
---------------------------------	-----------------

ESTIMATED EXPENSE REIMBURSEMENT	\$0.00
--	---------------

Employee Signature: Madison Smith

Date: 1/23/19

Supervisor Signature: [Signature]

Date: 1/23/19

Dept Head/Mayor Signature: _____

Date: _____

(Department Heads may approve travel with total cost up to \$1,000, from \$1,001-\$2,000 the mayor may approve request, greater than \$2,000 total cost requires board approval. All advanced travel requires board approval.)

Board Approval Date (if applicable): _____

Expense Reimbursement Reconciliation

Estimated Expense Reimbursement	\$ _____
Actual Costs Incurred (attach receipts**)	\$ _____
Reimbursement to Employee (Lesser of Estimated vs. Actual Costs)	\$ _____

** Receipts supporting every expense on this form must be attached to this form for reimbursement. Meal and Hotel receipts must be a detailed receipt listing each item purchases (not just a credit card statement total amount). No alcohol should be purchased on city travel and will not be reimbursed.



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

AGENDA ITEM NO:
AGENDA DATE: February 5, 2019
PAGE: 1

SUBJECT: Request approval for Todd Giles and A.J. Hollins with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the Lineman Assessment Class on February 17-23, 2019. Costs associated with the trip is expected to be \$4,725.00 (registration, lodging, meals, and mileage). Advance travel is requested in the amount of \$319.00

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Todd Giles and A.J. Hollins to attend the Lineman Assessment Class on February 17-23, 2019 at a total cost not to exceed \$4,725.00.

TRAVEL EXPENSE REPORT
STARKVILLE UTILITIES
 200 N Lafayette St, Starkville, MS 39759

NAME	A. J. Hollins	TRAVEL	Class
DIVISION	Electric Division	PURPOSE	Lineman Accessment
POSITION	Apprentice 1	BEGIN DATE	2/17/2019
PHONE	662-323-3133	END DATE	2/23/2019
EMAIL	hollinsaugester@yahoo.com	TOTAL DAYS	7
MANAGER	Terry Kemp	DESTINATION	Other City
TYPE OF REIMB	Advance Travel	OTHER CITY	Scottsboro, AL
MEAL RATE	\$55.00/day	HOTEL ROOM	Yes
HOTEL RATE	\$94.00/night	TOTAL NIGHTS	6
		VEHICLE	Personal Vehicle

Advance Travel

DESCRIPTION (Enter Totals for Trip)		TOTAL COST	Paid by Employee	Cost to Employee	Amt Due to Employee
Registration Costs		\$1,236.00	No	\$0.00	\$0.00
Hotels		\$582.00	No	\$0.00	\$0.00
Mileage	0.0 mi.	\$0.00	Yes	\$0.00	\$0.00
Meals	7 days	\$385.00	No	\$0.00	\$0.00
Other Transport		\$0.00	No	\$0.00	\$0.00
Miscellaneous		\$0.00	No	\$0.00	\$0.00
TOTAL COST OF TRAVEL		\$2,203.00		\$0.00	\$0.00

ADVANCE TRAVEL REQUESTED **\$0.00**

ESTIMATED EXPENSE REIMBURSEMENT **\$0.00**

Employee Signature: *A. J. Hollins*

Date: 1/23/19

Supervisor Signature: *B. S. S. S.*

Date: 1-23-19

Dept Head/Mayor Signature: _____

Date: _____

(Department Heads may approve travel with total cost up to \$1,000, from \$1,001-\$2,000 the mayor may approve request, greater than \$2,000 total cost requires board approval. All advanced travel requires board approval.)

Board Approval Date (if applicable): _____

Expense Reimbursement Reconciliation

Estimated Expense Reimbursement \$ -

Actual Costs Incurred (attach receipts**) \$

Reimbursement to Employee (Lesser of Estimated vs. Actual Costs) \$

** Receipts supporting every expense on this form must be attached to this form for reimbursement. Meal and Hotel receipts must be a detailed receipt listing each item purchases (not just a credit card statement total amount). No alcohol should be purchased on city travel and will not be reimbursed.

TRAVEL EXPENSE REPORT
STARKVILLE UTILITIES
200 N Lafayette St, Starkville, MS 39759

NAME	Todd Giles	TRAVEL	Class
DIVISION	Electric Division	PURPOSE	Lineman Accessment
POSITION	Apprentice 1	BEGIN DATE	2/17/2019
PHONE	662-323-3133	END DATE	2/23/2019
EMAIL	ctgiles@gmail.com	TOTAL DAYS	7
MANAGER	Terry Kemp	DESTINATION	Other City
TYPE OF REIMB	Advance Travel	OTHER CITY	Scottsboro, AL
MEAL RATE	\$55.00/day	HOTEL ROOM	Yes
HOTEL RATE	\$94.00/night	TOTAL NIGHTS	6
		VEHICLE	Personal Vehicle

Advance Travel

DESCRIPTION (Enter Totals for Trip)		TOTAL COST	Paid by Employee	Cost to Employee	Amt Due to Employee
Registration Costs		\$1,236.00	No	\$0.00	\$0.00
Hotels		\$582.00	No	\$0.00	\$0.00
Mileage	550.0 mi.	\$319.00	Yes	\$319.00	\$319.00
Meals	7 days	\$385.00	No	\$0.00	\$0.00
Other Transport		\$0.00	No	\$0.00	\$0.00
Miscellaneous		\$0.00	No	\$0.00	\$0.00
TOTAL COST OF TRAVEL		\$2,522.00		\$319.00	\$319.00

ADVANCE TRAVEL REQUESTED	\$319.00
---------------------------------	-----------------

ESTIMATED EXPENSE REIMBURSEMENT	\$0.00
--	---------------

Employee Signature: Todd Giles

Date: 1/23/18

Supervisor Signature: William Kemp

Date: 1-23-18

Dept Head/Mayor Signature: _____

Date: _____

(Department Heads may approve travel with total cost up to \$1,000, from \$1,001-\$2,000 the mayor may approve request, greater than \$2,000 total cost requires board approval. All advanced travel requires board approval.)

Board Approval Date (if applicable): _____

Expense Reimbursement Reconciliation

Estimated Expense Reimbursement	\$ _____
Actual Costs Incurred (attach receipts**)	\$ _____
Reimbursement to Employee (Lesser of Estimated vs. Actual Costs)	\$ _____

** Receipts supporting every expense on this form must be attached to this form for reimbursement. Meal and Hotel receipts must be a detailed receipt listing each item purchases (not just a credit card statement total amount). No alcohol should be purchased on city travel and will not be reimbursed.



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

AGENDA ITEM NO:
AGENDA DATE: February 5, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Lee's Precast Concrete, INC. for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$9,636.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

<u>FISCAL NOTE:</u>	Two quotes received:	Lee's	\$9,636.00
		Forterra	\$10,439.68

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 from Lee's Precast Concrete, INC. for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$9,636.00.



20578 Egypt Rd.
Aberdeen, MS 39730
PH: 662-369-8935

Estimate

Date	Estimate #
1/15/2019	17314



Name / Address
Starkville Utilities PO Box 927 Starkville, MS 39759

P.O. No.	Terms	Rep	Project
	Net 30	WH	

Qty	Item	Description	Rate	Total
		Project: Pleasant Acres (Phase II) - Starkville, MS		
2	Manholes	48" ID Precast "Sanitary" MH (Ht. 0' - 6') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	735.00	1,470.00
5	Manholes	48" ID Precast "Sanitary" MH (Ht. 6' - 8') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	915.00	4,575.00
7	48TCI	Tru-Contour Poured Invert	125.00	875.00
13	QL-08	8" Boot Connector	49.00	637.00
7	153-BV SE	153- BV SE Slab-Type Ring & Cover	297.00	2,079.00
0	Notes	Prices are F.O.B. job site. Product to be shipped truckload quantity by LPCI and unloaded by contractor or owner on site. NO applicable taxes are included in this estimate. ALL PRICES ARE BASED UPON APPROVED DRAWINGS / SUBMITTALS. ALL RETURNED INVENTORY ITEMS ARE SUBJECT TO RE-STOCK FEE. NON-INVENTORY ITEMS WILL NOT BE ACCEPTED.	0.00	0.00
Quote prices are good 30 Days from estimate date. Estimate total will change if quantities change.			Total	\$9,636.00



Date January 22, 2019
Quote No. 19011908161313
Project Pleasant Acres
STARKVILLE, MS
OKTIBBEHA County

Bid Date 01/19/2019
Plan Date
Engineer CLEARWATER CONSULTANTS

Contractor

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

Sanitary Structures

Description	Quantity	Unit Price	Ext Price
(7) Sanitary Manhole			
48" Diameter (5" wall, 6" base) (0'-6' deep) With: 32" Eccentric Cone Top, Boots, Steps, V-2132Z1 Ring & V-1503 Sewer Cover, Xypex Admix (750513, 750622)	2 EA	\$1,350.96	\$2,701.92
48" Diameter (5" wall, 6" base) (6'-8' deep) With: 32" Eccentric Cone Top, Boots, Steps, V-2132Z1 Ring & V-1503 Sewer Cover, Xypex Admix (750512, 750521, 750623, 750632, 750633)	5 EA	\$1,547.55	\$7,737.76
Sanitary Quote Total			\$10,439.68

Quote Total \$10,439.68

Subject to State, County & Local Taxes.
F.O.B.: Jobsite.
Above prices based on truckload quantities.
Terms: 1% 10th, Net 30

Jason Grimes
Office: (601) 549-9798
Cell: (601) 549-9798



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

AGENDA ITEM NO:
AGENDA DATE: February 5, 2019
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to initiate Task Order # 2 with Garver, LLC for Bluefield Well Rehabilitation.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to initiate Task Order # 2 with Garver, LLC for Bluefield Well Rehabilitation.



**TASK ORDER #2
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated November 21, 2017 ("Agreement"), Owner and Garver agree as follows:

1. **Specific Project Title:** Bluefield Well Rehabilitation
2. **Description:** This task order is associated with the design, bidding, and construction administration services related to the Bluefield Well rehabilitation. We have based the scope included herein on our conversation with you on December 12, 2018 and a conversation with Robert Taylor (Donald Smith Company) we made at your request on December 18, 2018.
3. **Scope of Services:** We understand that you want us to provide design, bidding, and construction phase services for the project. More specifically, we propose to accomplish the following:
 - a. **Design Services** – Production of a bid set of documents such that the rehabilitation work at the well can be completed and the well returned to service. It is anticipated that the rehabilitation work will include essentially all elements from the pump head into the well:
 - i. New pump column.
 - ii. New pump shaft.
 - iii. New oil tube.
 - iv. New pump bowl.
 - v. New bearings.
 - b. **Bidding Services** – Upon production of the bid documents, Garver will assist Starkville Utilities with the bidding of the project. These services will include:
 - i. **Advertisement** – Garver will produce and send advertisement to Starkville Utilities to be advertised in newspapers per Mississippi public works law. Starkville Utilities will pay newspapers for the cost of the advertisements.
 - ii. Garver will respond to any questions from interested contractors during the bidding process. If necessary, Garver will produce and distribute required addenda.
 - c. **Construction Phase Services** – During the construction phase, Garver will provide the following:
 - i. Two trips during the construction phase of the rehabilitation to ensure compliance with the contract documents.
 - ii. Review of material submittals prior to beginning construction.
 - iii. Review of the contractor's request for payment and submittal to Client.



The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

5. **Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide and/or accomplish the following: Right of entry to the property.
 - a. Previous available surveys, reports, etc.
 - b. Current boundary survey with easements of record plotted
 - c. Paying all plan review and advertising costs.
 - d. Furnishing all permits and providing permit review fees.
 - e. Client 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.
 - f. Conduct bid opening and approve submitted bids.
 - g. Provide inspection at project during construction and coordinate contractor.
6. **Not Included:** For clarification, our proposed scope of services for this Task Order does not include:
 - a. Utility relocation design other than water and sewer.
 - b. Preparation of a Stormwater Pollution Prevention Plan.
 - c. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
 - d. Changes to major design elements after previous direction or approval or redesign to accommodate Client's budget after receipt of construction bids that exceed Garver's cost opinions.
 - e. Pre-bid meeting.
 - f. Attendance at bid opening.
 - g. Construction materials testing.
7. **Schedule:** Garver will begin work within fourteen (14) days from the effective date of this Task Order and provide bid documents for review by the Client within twenty-one (21) calendar days.



8. Payment to Engineer:

- a. Garver proposes to perform this project on a lump sum basis. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Design Services	\$10,300.00
Bidding Services	\$1,854.00
Construction Services	\$4,002.00
Total	\$16,156.00

As such, Garver will invoice for the project monthly based upon a percentage of completion.

- b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
- 9. Subconsultants:** Garver will not utilize any subconsultants on this project. Garver will work with Starkville and manage their crews in a manner such that we would manage our subconsultants.
- 10. Other Amendments to Master Agreement:** None.
- 11. Attachments:** None.

Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is _____, 2019.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon, PE

Vice President