



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
August 6, 2019

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Hamp Beatty
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

**City Planning &
Community Development**
Dr. Simon Kim

Court Clerk
Jodi Hogue

**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, AUGUST 6, 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 JULY 2, 2019 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 18, 2019 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 26, 2019 BUDGET WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

2020 CENSUS PARTNERSHIP – BRENDA MCGAHA, PARTNERSHIP SPECIALIST

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE STORM WATER ORDINANCE

B. THIRD PUBLIC HEARING ON AN ORDINANCE ENLARGING, EXTENDING AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF APPROVING THE ORDINANCE ENLARGING, EXTENDING AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF AMENDING THE CITY OF STARKVILLE STORM WATER ORDINANCE AND DECLARING IT TO BE A MATTER OF HEALTH, SAFETY AND WELFARE AND MAKING IT EFFECTIVE IMMEDIATELY.
- B. CONSIDERATION OF CALLING FOR FIRST PUBLIC HEARING ON THE 2019-2020 BUDGET FOR THE CITY OF STARKVILLE TO BE HELD AT THE AUGUST 20, 2019 MEETING.
- C. CONSIDERATION OF SPECIAL WARRANTY DEED BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND GARAN MANUFACTURING CORP. TO FACILITATE THE SALE OF THE GARAN PROPERTY ON HWY 12.
- D. CONSIDERATION OF AN AGREEMENT WITH GOVERNMENT CONSULTANTS AS MUNICIPAL ADVISOR FOR THE CITY OF STARKVILLE, MS GENERAL OBLIGATION / REVENUE PARKS AND REREATION FACILITIES BONDS SERIES 2019.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST AUTHORIZATION FOR AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO JACKSON, MS TO ATTEND A MISSISSIPPI AIRPORT ASSOCIATION BOARD OF DIRECTORS MEETING ON AUGUST 15, 2019.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF AA 19-02 A REQUEST BY THE COMMUNITY DEVELOPMENT DIRECTOR FOR AN APPEAL FROM THE DECISION OF THE BOARD OF ADJUSTMENTS AND APPEALS, REGARDING THE ILLEGALLY-BUILT ACCESSORY STRUCTURES WITHIN THE PROPERTY, LOCATED AT 805 UNIVERSITY DRIVE, OWNED BY MR. HENRY PILKINTON, IN A T-5 ZONING DISTRICT WITH THE PROPERTY #101C-00-005.00.
- b. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY ANITA BUSH OF MOTHERS AGAINST DOMESTIC

DISPUTES (MADD) TO HOLD THE 2019 STARKVILLE COMMUNITY DAY AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES OCTOBER 5, 2019.

- c. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 STURGIS RALLY DINNER RIDE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES AUGUST 16, 2019.
- d. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 NIGHT MARKET AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES SEPTEMBER 6, 2019.
- e. CONSIDERATION OF A SPECIAL EVENT REQUEST BY KMG CREATIONS DANCE, FITNESS, & PRODUCTIONS TO HOLD THE 2019 VETERANS DAY PARADE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES NOVEMBER 9, 2019.
- f. CONSIDERATION OF VARIANCE REQUEST VA 19-10, A REQUEST BY ANDY FORNEA FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS FOR A PROPOSED SUBDIVISION IN AN R-3A ZONE WITH THE PARCEL NUMBERS 102I-00-005.00, 102I-00-006.00 AND 102I-00-002.00

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 JULY 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.
- 2. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET, SANITATION, AND PARKS AND RECREATION DEPARTMENTS (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2019 –SEPTEMBER 30, 2020.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JARED THORNTON AS A PART-TIME ATHLETIC ASSISTANT IN THE PARKS AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JAVIAN MOBLEY AS A SEASONAL MAINTENANCE WORKER ASSIGNED TO THE STREET DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE AMY COUNTERMAN AS A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) WATER TREATMENT OPERATORS IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR MAINTENANCE WORKERS IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY FOR USE OF AN ATHLETIC FIELD FOR THEIR VARSITY GIRLS' AND BOYS' SOCCER PROGRAMS.

J. POLICE DEPARTMENT

1. CONSIDERATION TO ENTER INTO THE GRANT AGREEMENT WITH THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY CONCERNING GRANT NUMBER PT-2020-PT-23-11 WHICH IS THE POLICE TRAFFIC SAFETY GRANT FOR FY20 IN THE AMOUNT OF \$15,300.00, TO PROVIDE FOR OVERTIME ENFORCEMENT IN THE AREAS OF TRAFFIC LAW ENFORCEMENT.

2. CONSIDERATION TO ENTER INTO THE GRANT AGREEMENT WITH THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY CONCERNING GRANT NUMBER M5X-2020-MD-23-11, WHICH IS THE DUI ENFORCEMENT GRANT FOR FY20, IN THE AMOUNT OF \$81,100.00, WHICH PROVIDES TWO (2) FULL TIME DUI ENFORCEMENT OFFICERS AS WELL AS OVERTIME ENFORCEMENT IN THE AREAS OF ALCOHOL AND DRUGGED DRIVING ARRESTS.

K. SANITATION DEPARTMENT

1. TRANSFER A 1993 FORD F250 FROM STARKVILLE UTILITIES TO ENVIRONMENTAL SERVICES, DECLARE THE F-250 (VIN 1FTHF25H7PNB10598) AS SURPLUS PROPERTY, ADVERTISE FOR SALE TO THE HIGHEST BIDDER AND PURCHASE A 2019 DODGE RAM 1500 CREW CAB TRUCK, STATE CONTRACT # 070-4852311 AT A COST OF \$23,935.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR 161 KV POWER CIRCUIT BREAKERS, 69 KV POWER CIRCUIT BREAKERS, AND 15 KV VACUUM CIRCUIT BREAKERS (MATERIAL ONLY) FOR THE SOUTHWEST STARKVILLE PRIMARY SUBSTATION.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT BIOSOLIDS IMPROVEMENTS.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM ELECTRIC MOTOR SALES & SERVICE, INC FOR THE REPLACEMENT OF A PUMP AT THE WASTEWATER PLANT IN THE AMOUNT OF \$49,427.00.
4. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM KEN'S TREE SERVICE FOR THE REMOVAL OF SIX (6) TREES AND STUMP GRINDING IN THE PLEASANT ACRES NEIGHBORHOOD IN THE AMOUNT OF \$5,975.00.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**
POTENTIAL LITIGATION UPDATE

XV. **OPEN SESSION**

XVI. **RECESS UNTIL AUGUST 20, 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: 8-6-19
PAGE: 1 of 71

SUBJECT: Request approval of the minutes of the July 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 July 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
JULY 2, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 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 Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Absent: Alderman Carver. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to add Item IX. E. "Consideration of a 2019 USDOT BUILD Discretionary Grant Program Application Resolution for the MS 182 / MLK Corridor Revitalization Project". There were no objections.

Alderman Vaughn asked to remove the June 20, 2019 minutes from consent.

1. A MOTION TO REARRANGE THE AGENDA.

Alderman Sistrunk offered a motion, duly seconded by Alderman Little, to move item IX. B. "Discussion and Consideration of Amending the Proposed Annexation Ordinance" to VI and renumber the agenda as amended. The Board voted as follows:

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

Having received a tie vote, the Mayor voted aye and declared the motion carried and the item moved. The Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Beatty offered a motion, duly seconded by Alderman Little, to approve the July 2, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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 carried.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JULY 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 JUNE 14, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 18, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

- V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

- VI. DISCUSSION AND CONSIDERATION OF AMENDING THE PROPOSED ANNEXATION ORDINANCE.**

- VII. CITIZEN COMMENTS**

- VIII. PUBLIC APPEARANCE**

AAU TRACK AND FIELD ORGANIZATION – FELECIA ASHFORD

- IX. PUBLIC HEARING**

A. SECOND PUBLIC HEARING ON AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

B. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00. (TABLED FROM JUNE 4)

X. MAYOR'S BUSINESS

- A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE STORM WATER ORDINANCE FOR THE CITY OF STARKVILLE
- B. CONSIDERATION OF A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.
- C. CONSIDERATION OF AN AGREEMENT WITH FRIENDS OF J L KING (REPLACING "EXCELLENCE VENTURES") FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.
- D. CONSIDERATION OF A 2019 USDOT BUILD DISCRETIONARY GRANT PROGRAM APPLICATION RESOLUTION FOR THE MS 182 / MLK CORRIDOR REVITALIZATION PROJECT.

XI. BOARD BUSINESS

- A. CONSIDERATION OF TWO CANDIDATES, MR. FRANK CHILES AND MR. RODNEY LINCOLN, TO FILL A VACANCY FOR THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY FOR A TERM OF FIVE YEARS BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2024 WITH INTERVIEWS TO BE HELD.
- B. CONSIDERATION OF APPOINTING MR. LEE HARRIS TO THE VACANCY IN WARD 3 OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE TERM FROM JULY 1, 2019 TO JUNE 30, 2025.
- C. CONSIDERATION TO FILL A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM ENDING MARCH 2020 WITH INTERVIEWS OF THE THREE APPLICANTS TO BE HELD AT THE NEXT SCHEDULED BOARD MEETING ON JULY 16, 2019 AT 5:30 P.M.

XII. DEPARTMENT BUSINESS

- A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA
- B. COMMUNITY DEVELOPMENT DEPARTMENT
 - 1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA
 - 2. PLANNING
 - a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT BUD AND BURGERS ON JULY 26, 2019.
 - b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT UNWINE DOWNTOWN ON JULY 25, 2019.

- c. CONSIDERATION OF THE APPOINTMENT OF MARCO NICOVICH TO THE BOARD OF ADJUSTMENTS AND APPEALS WITH A FOUR-YEAR TERM SET TO START JULY 2, 2019 AND EXPIRE ON JULY 2, 2023.
- d. CONSIDERATION OF THE RE-APPOINTMENT OF MS. DEBBIE NETTLES, AND THE APPOINTMENT OF CHRISTOPHER HUNTER AND EVAN PEACOCK TO FILL 2 VACANT UNEXPIRED SEATS ON THE HISTORIC PRESERVATION COMMISSION.
- e. CONSIDERATION TO APPLY FOR THE US DEPARTMENT OF LABOR (DOL)'S WORKFORCE OPPORTUNITY FOR RURAL COMMUNITIES (WORC) GRANT INITIATIVE TO ACQUIRE FUNDING OF \$1,927,362 TO TRAIN, DEVELOP AND DEPLOY 60 PART-TIME INTERNS FOR THE 3-YEAR PROJECT LIFE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF APPROVING NEEL SHAFFER AS THE CONSULTANT FOR EMERGENCY ROAD AND BRIDGE REPLACEMENT (ERBR) PROJECT FOR THE SHS BRIDGE (NUMBER SA5300000000074) USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZING KEVIN STAFFORD AS THE ENGINEER OF RECORD AND AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 25, 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.

F. FIRE DEPARTMENT

- 1. UPDATE OF PAFFORD EMS AND THE EMS DISTRICT
- 2. REQUEST PERMISSION TO ALLOW FIRE MARSHAL STEIN MCMULLEN TO ATTEND THE COURSE SAFETY PROGRAM OPERATIONS AT THE NATIONAL FIRE ACADEMY FROM JULY 21-26, 2019 IN EMMITSBURG, MD AND TAKE CITY FIRE VEHICLE.

G. HUMAN RESOURCES

- 1. REQUEST AUTHORIZATION TO HIRE ANDREKUS CLARK, JAMES JARVIS, DONTAVIAN LEE AND RACHAEL RICHARDSON AS ENTRY LEVEL POLICE OFFICERS AND AUTHORIZATION TO HIRE MARCUS RODRIGUEZ AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
- 2. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME ATHLETIC ASSISTANT IN THE PARKS AND RECREATION DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE KENNIDI AKINS AND MARYBETH WOODARD AS PART-TIME PROGRAM ASSISTANTS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ALAN ALDRIDGE AS A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE STEVEN EVANS AND KEIVIN WARE AS MAINTENANCE WORKERS II IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR A SEASONAL CUSTOMER SERVICE REPRESENTATIVES ASSIGNED TO THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO TRANSFER TORA NORHEIM FROM PART TIME LOBBY RECEPTIONIST TO TEMPORARY FULL TIME CITY CLERK OFFICE ASSISTANT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH MISSISSIPPI BASKETBALL LEAGUE FOR USE OF TWO BASKETBALL COURTS AT TRAVIS OUTLAW CENTER FOR A SUMMER BASKETBALL LEAGUE.
2. CONSIDERATION OF THE APPROVAL OF REVENUE AND DISCOUNT POLICY.

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 DECLARE THE ELECTRIC DEPARTMENT'S CUMMINS 310KW GENERATOR AND 2006 FERRIS ZERO-TURN RIDING MOWER AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.
2. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM RUTHERFORD CONTRACTING FOR THE REMOVAL OF SEVEN (7) TREES AND STUMP GRINDING IN THE PLEASANT ACRES NEIGHBORHOOD IN THE AMOUNT OF \$13,000.00.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM FORTERRA PIPE & PRECAST FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$8,123.94.
4. REQUEST APPROVAL OF THE 36-MONTH EQUIPMENT LEASE AGREEMENT BETWEEN STARKVILLE UTILITIES AND SEVEN STATES POWER CORPORATION (7SPC) FOR TWO (2) VEHICLE CHARGING STATIONS.

5. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION OF RIDGELAND, MISSISSIPPI FOR OPTICAL GROUND WIRE POLE HARDWARE (MATERIAL ONLY) IN THE AMOUNT OF \$35,474.68.

6. REQUEST AUTHORIZATION TO ADD THE SEDC ONLINE BILLING PAYMENT AND PROCESSING (OBPPS) SERVICE TO OUR CURRENT SEDC SERVICE AGREEMENT.

XIII. CLOSED DETERMINATION SESSION

XIV. OPEN SESSION

XV. EXECUTIVE SESSION

A. PERSONNEL

B. PROPERTY ACQUISITION

XVI. OPEN SESSION

XVII. REQUEST AUTHORIZATION TO HIRE A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

XVIII. RECESS UNTIL JULY 16, 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 3 – 27:

3. CONSIDERATION OF THE MINUTES OF THE JUNE 14, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 14, 2019 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 THE MINUTES OF THE JUNE 18, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 18, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE STORM WATER ORDINANCE FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing to amend the storm water ordinance for the City of Starkville Code of Ordinances, Chapter 54, Article VI” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AN AGREEMENT WITH FRIENDS OF J L KING (REPLACING “EXCELLENCE VENTURES”) FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with Friends of J. L. King (replacing “Excellence Ventures”) for the use of the J. L. King Center for the months of June and July, 2019” is enumerated, this consent item is thereby approved.

LEASE AGREEMENT

THIS AGREEMENT is entered into on this the 1st day of June, **2019**. This agreement is between the City of Starkville, Mississippi, hereinafter referred to as “LANDLORD” and Friends of J L King, hereinafter referred to as “TENANT”.

For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follow:

1. *PREMISES* – The LANDLORD leases to TENANT for use as an educational facility the following described space: the J.L. King Center, located at 700 Long Street, Starkville, Mississippi, 39759.
2. *TERM* - The term of this lease shall commence on June 1, 2019, and shall run month-to-month. Either party may terminate this lease for convenience or cause upon 30-day written notice to the other party.
3. *RENT* – In lieu of monthly rental payments, TENANT shall have the sole responsibility, at its sole cost and expense, for any and all repairs, maintenance, upkeep, utilities (i.e. electricity, water, and sewage), and use of the J.L. King Center.
4. *SECURITY* – The security deposit shall be \$500.00 for this unit.
5. *IMPROVEMENTS* – The TENANT may make structural changes to the interior of the rented space, only after securing the written approval of the LANDLORD. The structural changes proposed must be submitted in writing outlining the details of the changes to be made. TENANT acknowledges that the LANDLORD may require the TENANT to restore the space to its original condition at the time the TENANT leaves the premises.
6. *SIGNAGE* – Any sign must be approved by the LANDLORD and conform with the City’s sign ordinance. No sign or notice may be used, posted or erected by the TENANT without the written approval of the LANDLORD. In the event of damage or deterioration of the signage, the TENANT has 90 days to repair or replace signage to reasonable condition in conformance with the upkeep responsibility of the premises.
7. *COMMON AREA* - The LANDLORD is responsible for maintaining the landscaping, but proper clean-up of the building and grounds is the responsibility of the TENANT. If after notification of the delinquency, the LANDLORD is required to assume the cleanup of the area due to the TENANT’S negligence, the LANDLORD will assess a cleanup fee of twenty-five dollars per incident. The back of the TENANT’S leased space is also considered a common area and must be kept by the TENANT reasonably clean and free of debris.
8. *REPAIRS* – The TENANT will be responsible for all regular maintenance and repairs, including but not limited to the replacement of the air conditioning filters, wall switches, the repair of blocked or stopped up plumbing, repairs of light fixtures, and repairs of signage for the TENANT’S unit, etc. The LANDLORD

shall only replace defective and worn motors, compressors and other major components of the air conditioning system. The TENANT will pay for all normal maintenance and servicing of the air conditioning and heating systems for the leased space. Such regular maintenance shall be done so as not to compromise the functioning of the system and damage the unit(s).

9. *SUBLET* – During the term of this lease, the TENANT may not sublease or assign the space to another party unless approved in writing by the LANDLORD. If the TENANT does so, then the TENANT remains liable for all rents and other obligations under this lease agreement.
10. *PARTIES* – The parties to this agreement are solely in a contractual relationship and this agreement in no way constitutes or creates a partnership, limited liability company or joint venture.
11. *INSURANCE* – The LANDLORD will, during the lease term, keep the leased premises insured. However, in addition, the TENANT shall maintain liability and property damage insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) with respect to the leased space which is the subject of this contract. The insurance shall name the LANDLORD as an additional insured and contain a waiver of subrogation in favor of the LANDLORD. The TENANT shall provide copies of the insurance to the LANDLORD. Such insurance shall be provided directly from the Insurer. The TENANT may not occupy the premises until proof of insurance has been presented to the LANDLORD and approved in writing by the LANDLORD.
12. *FIXTURES* – If the TENANT performs all other obligations under this lease agreement, the TENANT shall have the right to remove from the leased premises all machinery, fixtures and equipment installed by the TENANT at the expiration of the term, provided the TENANT will repair any damage to the space and leased premises caused by such removal.
13. *CONDITION* – The TENANT agrees to keep the leased premises in good condition. The TENANT shall sweep the sidewalk and keep the windows and sills clean and in an attractive condition.
14. *RE-ENTRY* – If the TENANT abandons the leased space before the end of the lease term, or if the TENANT fails to abide by any provision in this lease agreement, then the LANDLORD may forthwith cancel this lease, re-enter the leased premises.
15. *LEGAL* – If the LANDLORD is required to employ an attorney to enforce any term of this agreement, the TENANT agrees to pay the LANDLORD'S reasonable attorney's fees of not less than \$1,000.00 together with all cost of collection.
16. *DAMAGE* – It is expressly agreed and understood that the LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person where such damage or injury is caused by the carelessness, negligence, or improper conduct of the TENANT, TENANT'S agents, TENANT'S employees and/or TENANT'S customers or users. It is further agreed that if the LANDLORD is required to make repairs to the premises by reason of TENANT'S acts, omissions or negligence or if TENANT refuses or neglects to repair as required, LANDLORD may make such repairs without liability to TENANT for any loss or damage to TENANT'S merchandise, fixtures or other property or to TENANT'S business by reason thereof. Upon completion, TENANT shall reimburse LANDLORD'S costs for making such repairs plus 20% of such costs for overhead and supervision.
17. *NUISANCE* – It is expressly agreed and understood that the TENANT will at all times conduct his/her business in such a manner as not to create a nuisance or an annoyance to the neighbors and parking area of the leased premises.

18. *COMPETITION* – LANDLORD covenants that at no time during the period of this lease will any space in the J.L. King Center be rented that would act in competition to the TENANT without TENANT’S agreement and consent.
19. *BANKRUPTCY* – In the event that the TENANT files for bankruptcy protection, the rent obligation, if any, accelerates for the full rental term, and the authorized agents of the TENANT agree to be held personally liable for the remainder of the rent due to the LANDLORD.
20. *INDEMNIFICATION* - TENANT releases LANDLORD from liability, and shall defend, indemnify, and hold harmless LANDLORD from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to TENANT’S occupancy or use of the leased premises.
21. This Lease Agreement supersedes the previous Lease Agreement entered into between The Homestead Education Center and the City of Starkville, MS, which was approved by the Starkville Board of Aldermen on June 4, 2019, and makes that Lease Agreement null and void.

IN WITNESS WHEREOF the parties have executed this agreement on the _____ day of _____, 2019.

Print Name: _____
Director, Friends of J L King

D. Lynn Spruill
Mayor, Starkville, MS

7. CONSIDERATION OF APPOINTING MR. LEE HARRIS TO THE VACANCY IN WARD 3 OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE TERM FROM JULY 1, 2019 TO JUNE 30, 2025.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of appointing Mr. Lee Harris to the vacancy in Ward 3 of the Starkville Planning and Zoning Commission for the term from July 1, 2019 to June 30, 2025” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE APPOINTMENT OF MARCO NICOVICH TO THE BOARD OF ADJUSTMENTS AND APPEALS WITH A FOUR-YEAR TERM SET TO START JULY 2, 2019 AND EXPIRE ON JULY 2, 2023.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Marco Nicovich to the Board of Adjustments and Appeals with a four-year term set to start July 2, 2019 and expire on July 2, 2023” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO RE-APPOINTMENT OF MS. DEBBIE NETTLES, AND THE APPOINTMENT OF CHRISTOPHER HUNTER AND EVAN PEACOCK TO FILL 2 VACANT UNEXPIRED SEATS ON THE HISTORIC PRESERVATION COMMISSION.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the re-appointment of Ms. Debbie Nettles to a term set to expire July 2, 2022, and the appointment of Christopher Hunter to a term set to expire July 11, 2021 and Evan Peacock to a term set to expire December 12, 2020, to fill 2 vacant unexpired seats on the Historic Preservation Commission” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO APPLY FOR THE US DEPARTMENT OF LABOR (DOL)’S WORKFORCE OPPORTUNITY FOR RURAL COMMUNITIES (WORC) GRANT INITIATIVE TO ACQUIRE FUNDING OF \$1,927,362 TO TRAIN, DEVELOP AND DEPLOY 60 PART-TIME INTERNS FOR THE 3-YEAR PROJECT LIFE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to apply for the US Department of Labor (DOL)’s Workforce Opportunity for Rural Communities (WORC) Grant Initiative to acquire funding of \$1,927,362 to train, develop and deploy 60 part-time interns for the 3-year project life” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING NEEL SHAFFER AS THE CONSULTANT FOR EMERGENCY ROAD AND BRIDGE REPLACEMENT (ERBR) PROJECT FOR THE SHS BRIDGE (NUMBER SA5300000000074) USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZING KEVIN STAFFORD AS THE ENGINEER OF RECORD AND AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of approving Neel Shaffer as the consultant for Emergency Road and Bridge Replacement (ERBR) project for the SHS Bridge (Number SA5300000000074) using MDOT small purchase procedure, authorizing Kevin Stafford as the Engineer of Record and authorize the Mayor to negotiate and sign an engineering services contract” is enumerated, this consent item is thereby approved.

The City has been awarded \$514,998.75 for the replacement of the bridge over Hollis Creek on the SHS Campus (Bridge Number SA5300000000074) from the MDOT Emergency Road and Bridge Repair Funds.

Starkville High School Bridge

Preliminary Opinion of Probable Cost

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Roadway Tie-In	40	LF	\$600	\$24,000
Demo of Exist. Bridge	1	LS	\$25,000	\$25,000
50' x 50' Bridge (Deck & Sub)	2,500	SF	\$125	\$312,500
Fence and Gate Rework	1	LS	\$25,000	\$25,000
Sidewalk Tie-in to Tennis Courts	200	LF	\$100	\$20,000
Erosion Protection	1	LS	\$20,000	\$20,000
Contingency (5%)	1	LS	\$21,325	\$21,325
Construction Subtotal =				\$447,825
Design Engineering (9%) =				\$40,304
Construction Engineering (7%) =				\$31,348
Total Project Costs =				\$519,477

Melinda L. McGrath
Executive Director

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



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

February 15, 2019

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

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)
SA5300000000074

Dear Ms. Spruill:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on January 22, 2019, approved up to \$514,998.75 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

If preconstruction funds were awarded, the Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. This MOA has been approved by the Office of the Attorney General and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at www.GoMDOT.com/ERBRF for additional information that we will be posting throughout the life of the program.

Sincerely,

A handwritten signature in blue ink that reads "Melinda L. McGrath".

Melinda L. McGrath, P.E.
Executive Director

Attachment

12. CONSIDERATION TO ALLOW FIRE MARSHAL STEIN MCMULLEN TO ATTEND THE COURSE SAFETY PROGRAM OPERATIONS AT THE NATIONAL FIRE ACADEMY FROM JULY 21-26, 2019 IN EMMITSBURG, MD AND TAKE CITY FIRE VEHICLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Fire Marshal Stein McMullen to attend the course Safety Program Operations at the National Fire Academy from July 21-26, 2019 in Emmitsburg, MD and to take a City Fire vehicle” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE ANDREKUS CLARK, JAMES JARVIS, DONTAVIAN LEE AND RACHAEL RICHARDSON AS ENTRY LEVEL POLICE OFFICERS AND AUTHORIZATION TO HIRE MARCUS RODRIGUEZ AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrekus Clark, James Jarvis, Dontavian Lee and Rachael Richardson as Entry Level Police Officers and authorization to hire Marcus Rodriguez as a Certified Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ADVERTISE FOR A PART-TIME ATHLETIC ASSISTANT IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Part-Time Athletic Assistant in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE KENNIDI AKINS AND MARYBETH WOODARD AS PART-TIME PROGRAM ASSISTANTS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Kennidi Akins and MaryBeth Woodard as part-time Program Assistants in the Starkville Parks & Recreation Department, not to exceed twenty (20) hours per week at \$10.00 per hour and not eligible for benefits” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ALAN ALDRIDGE AS A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of to hire Alan Aldridge as a Metering Infrastructure Administrator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE STEVEN EVANS AND KEIVIN WARE AS MAINTENANCE WORKERS II IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Steven Evans and Keivin Ware as a Maintenance Workers II in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ADVERTISE FOR A SEASONAL CUSTOMER SERVICE REPRESENTATIVE ASSIGNED TO THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a seasonal Customer Service Representatives assigned to the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO TRANSFER TORA NORHEIM FROM PART TIME LOBBY RECEPTIONIST TO TEMPORARY FULL TIME CITY CLERK OFFICE ASSISTANT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to transfer Tora Norheim from part time lobby receptionist to temporary full time City Clerk Office Assistant at \$10.00 per hour beginning July 1 through July 31, 2019, not eligible for benefits” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH MISSISSIPPI BASKETBALL LEAGUE FOR USE OF TWO BASKETBALL COURTS AT TRAVIS OUTLAW CENTER FOR A SUMMER BASKETBALL LEAGUE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Mississippi Basketball League for use of two basketball courts at Travis Outlaw Center for a summer basketball league” is enumerated, this consent item is thereby approved.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation hereinafter referred to as the "City", by and through its authorized representative, and **MISSISSIPPI BASKETBALL LEAGUE**, hereinafter referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect from the date of execution until August 31, 2019. The City will permit the User to use two basketball courts located at the Travis Outlaw Center, address 405 Lynn Lane, Starkville, Mississippi 39759 ("the Facility") for the duration of the agreement, for the purposes of games and practices. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b) Paying for all damages related to and arising out of use of the Facility by the User

(c) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury,**

death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees is solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season.

- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

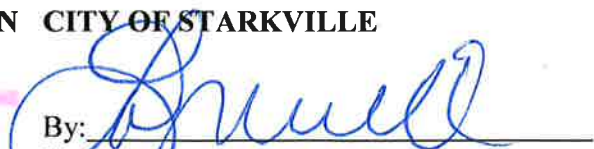
MISSISSIPPI BASKETBALL ASSOCIATION CITY OF STARKVILLE

By: 

Printed Name: Michael Smith

Title: _____

Date: _____

By: 
Mayor
Date: 7.2.2019

21. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DEPARTMENT'S CUMMINS 310KW GENERATOR AND 2006 FERRIS ZERO-TURN RIDING MOWER AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval to declare the Electric Department's Cummins KTA-1150GS1/MG8245 310 kW Generator and 2006 Ferris IS1500Z Series 21HP, 48" Cut Zero-Turn Riding Mower as surplus property, advertise for sale, and sell to the highest bidder" is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM RUTHERFORD CONTRACTING FOR THE REMOVAL OF SEVEN (7) TREES AND STUMP GRINDING IN THE PLEASANT ACRES NEIGHBORHOOD IN THE AMOUNT OF \$13,000.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Rutherford Contracting for the removal of seven (7) trees and stump grinding in the Pleasant Acres neighborhood in the amount of \$13,000" is enumerated, this consent item is thereby approved.

2 Quotes received: Rutherford Contracting - \$13,000.00 and Big A's Bucket Service - \$17,350.00

23. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM FORTERRA PIPE & PRECAST FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$8,123.94.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Forterra Pipe & Precast for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$8,123.94" is enumerated, this consent item is thereby approved.

2 Quotes received: Forterra - \$8,123.94 and Lee's - \$10,525.00

24. REQUEST APPROVAL OF THE 36-MONTH EQUIPMENT LEASE AGREEMENT BETWEEN STARKVILLE UTILITIES AND SEVEN STATES POWER CORPORATION (7SPC) FOR TWO (2) VEHICLE CHARGING STATIONS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the 36-month Equipment Lease Agreement between Starkville Utilities and Seven States Power Corporation (7SPC) for two (2) vehicle charging stations" is enumerated, this consent item is thereby approved.

25. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION OF RIDGELAND, MISSISSIPPI FOR OPTICAL GROUND WIRE POLE HARDWARE (MATERIAL ONLY) IN THE AMOUNT OF \$35,474.68.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Wesco Distribution of Ridgeland, Mississippi for optical ground wire pole hardware (material only) in the amount of \$35,474.68" is enumerated, this consent item is thereby approved.

3 Quotes received: Wesco (Base Bid) \$35,474.68, Wesco (Alternate Bid) \$44,041.41 and Gresco \$49,371.30

EQUIPMENT LEASE AGREEMENT
(VEHICLE CHARGING STATIONS)

“Lessor”: **Seven States Power Corporation**
(“7SPC”)

Address: P.O. Box 6189
Chattanooga, TN 37401-2289

Phone: 423/756-6511

“Lessee”: **Starkville Utilities**

Address: 200 N. LaFayette Street
Starkville, MS 39759

Phone: 662/323-3133

Pursuant to the terms of this Equipment Lease Agreement (the “Lease”), Lessor leases to Lessee, and Lessee leases from Lessor, the items of equipment described below (collectively the “Equipment”).

I. Description.

<u>Electric Vehicle Charging Station Make/Model</u>	<u>Quantity</u>	<u>Location to Install</u>	<u>Estimated Delivery Date</u>	<u>Special Comments</u>
ChargePoint CT4021 Dual Port Pedestal Mount Charging Station	2		July 20, 2019	Starkville Utilities to perform site prep and circuit installation. 7SPC will procure, configure, start up, and arrange networking of the system. Starkville Utilities & 7SPC will work together to attach equipment to pad and connect electric circuits to unit.

II. Term. This Lease shall commence on the date hereof and shall continue for a term of 36 months (the “Term”) from the date that the first item of Equipment is placed into service (the “Commencement Date”).

III. Rent and Other Payments. Upon execution of this Lease, Lessee shall immediately pay to Lessor the following amounts:

- | | | |
|----|------------------------------------|--------|
| A. | Security Deposit | \$0.00 |
| B. | One Month’s Rent for all Equipment | \$0.00 |

Lessee’s subsequent monthly rental payments (collectively “Rent”), payable as provided in the General Terms and Conditions, shall be in the amount of **\$500.00**.

IV. Scope of Site Preparation and Install. The Rent amount above stated has been calculated based on Lessor providing the following scope of work relative to site preparation and installation (check all that apply):

- | | | |
|----|-------------------------------------|---|
| A. | ☐ | Site preparation including grading and installation of the pad for the Equipment. |
| B. | ☐ | Attachment of the Equipment to the pad. |
| C. | ☐ | Connection of Equipment to electric power source. |
| D. | ☒ | Programming and start-up of Equipment, for placement into service. |

Any items not checked shall be the responsibility of Lessee, in which case: Lessee must have item A. completed prior to the Estimated Delivery Date, and Lessee must complete items B-D immediately after the actual date that Equipment is delivered to each site.

V. Additional Provisions. In addition to the foregoing, the General Terms and Conditions which are hereto attached are herein incorporated and made a part of this Lease.

Lessor.

Seven States Power Corporation

By: _____
Print Name: _____
Title: _____
Date: _____

Lessee.

Starkville Utilities

By: _____
Print Name: _____
Title: _____
Date: _____

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are incorporated into and are a part of the Equipment Lease Agreement.

1. Lease of Equipment. Subject to, and upon all of the terms and conditions contained herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment.

2. Rent. Lessee shall pay to Lessor the monthly rental charge in the amount as set forth on the first page of this Lease for each Equipment item (the "Rent"), in advance without required notice and free from any and all claims of setoff, abatement, or deduction whatsoever, beginning on the Commencement Date and continuing on the first day of each subsequent calendar month thereafter through the Lease Term. For any rental payment not received within 5 days of the date same is due, Lessee shall pay a late charge at the lesser of (i) 1.5% per month or (ii) if the late fee is deemed to be interest charged at an unlawful rate, then the highest rate permissible under applicable law, calculated daily and compounded monthly. Payment of any late charge due on late payments does not excuse Lessee of any default under this Lease. If by the expiration of the Lease Term, Lessee does not return the Equipment to Lessor in the condition and on the terms and conditions stated herein, then Lessee shall continue to comply with all the terms and conditions of this Agreement, except that Lessee shall be obligated to pay 120% of the prorated daily Rent for each day from the Expiration Date until the date on which Lessee returns such Equipment to Lessor in the manner required herein ("Holdover Rent"). Nothing contained in this Section, including Lessee's payment of Holdover Rent, shall be construed as Lessor's (a) waiver of Lessee's failure to perform any obligation under this Lease; or (b) assent to any renewal of this Lease.

3. Landowner Consent. In the event that the Equipment will be located at a location that Lessee does not own, then Lessee must obtain from the landowner (and provide a copy to Lessor) a signed agreement whereby such owner (i) grants all rights necessary for the Equipment to be installed and to remain at the location throughout the Term, (ii) waives any landlord liens that otherwise might attach to the Equipment and (iii) consents to Lessor coming onto the property for purposes of repossessing and removing the Equipment, all in a form reasonably satisfactory to Lessor. Lessee must have this documentation in place before the delivery date of the Equipment.

4. Maintenance; Use; Location.

- a) During the Term, Lessor shall perform all routine maintenance on the Equipment, at its own expense. Notwithstanding the foregoing, Lessee shall be responsible for the cost of any maintenance or repairs that are necessitated by the actions or negligence of Lessee or its agents, employees, or contractors.
- b) Lessee shall use each item of Equipment only for its intended purpose. Lessee shall (i) comply with all applicable laws, regulations, and ordinances in regard to use of the Equipment, and (ii) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to use the Equipment and to carry out its obligations under this Lease. The Equipment must remain at each of Lessee's locations specified on page 1 of this Lease. Lessee may not sell or dispose of any Equipment without Lessor's prior written consent.
- c) Lessee shall undertake commercially reasonable precautions to prevent accidental damage to the Equipment, which may include the installation of parking bollards, parking bumpers, or other protective devices or fixtures. In the event of damage to any Equipment, Lessee shall notify Lessor of same promptly, and Lessor shall make repairs within a reasonable time. Rent shall not abate during any such period of damage, unless the Equipment was damaged due to the negligence of Lessor.

5. Inspection. Lessor shall have the right, at all reasonable times, to inspect the Equipment, to conduct an inventory of same, and to review the condition, use, and maintenance of the Equipment.

6. Insurance. Lessor, at all times and at its expense, will cause the Equipment to be insured for loss, damage, or theft under its property/casualty insurance policies, at the full replacement value thereof.

7. Taxes. Lessee shall be responsible for paying all personal property taxes assessed against the Equipment.

8. Title. During the Lease Term, title to the Equipment shall remain in Lessor. Lessee shall not pledge or encumber the Equipment in any way.

9. Specifications; Disclaimer of Warranties. Lessee has been provided the specifications for the Equipment and has determined that the Equipment is suitable for its purposes. Lessor disclaims all representations and warranties of every kind as to the Equipment.

10. Delivery. Lessor is responsible for arranging and coordinating delivery of the Equipment to the site of installation.

11. UCC Notice Filing. Lessee authorizes Lessor to file precautionary/notice Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect to the Equipment. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any such filings or other similar filings or recordings filed by Lessor in connection with the Equipment except (i) if Lessor fails to file a corrective or termination statement or release on request from Lessee after the expiration or earlier termination of this Agreement or (ii) with Lessor's consent.

12. Return of Equipment. Upon the expiration of the Term, Lessor shall be entitled to deinstall, pack and remove the Equipment. As of the expiration of the Term, Lessee shall cause the Equipment to (a) be free and clear of all liens (other than liens of Lessor) and rights of third parties; (b) be in the same condition as when delivered to Lessee, ordinary wear and tear excepted; (c) have all Lessee's insignia or markings removed or painted over and the areas where such markings were removed or painted over refurbished as necessary to blend with adjacent areas; and (d) be in compliance with applicable law.

13. Indemnification. [Intentionally reserved.]

14. Assignment. Lessee may not assign or otherwise transfer any interest in the Equipment or this Lease, without the consent of Lessor, which consent may be given or withheld in Lessor's sole discretion.

15. Events of Default and Remedies.

a) Any of the following events shall constitute an "Event of Default" under this Lease:

(i) Lessee fails to pay any Rent due under this Lease and such failure continues for 5 days after receipt of written notice thereof from Lessor; or

(ii) Lessee fails to perform or observe in any material respect any other material provision of this Lease required to be performed or observed by Lessee and such default continues for 10 days after receipt of written notice thereof from Lessor.

b) Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may terminate this Lease by providing written notice of such termination to Lessee; whereupon Lessor may retake possession of the Equipment and/or pursue any other remedies available to it at law or in equity. All of Lessor's rights and remedies provided in this Lease are cumulative and not exclusive.

c) Lessee shall reimburse Lessor for all costs it incurs in the course of responding to any default by Lessee hereunder, including, without limitation, attorneys' fees, and regardless of whether litigation is commenced in response to such default.

16. Entire Agreement. This Lease sets forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the subject matter hereof.

17. Notices. All notices and other communications to be delivered under the terms and provisions hereof shall be in writing and shall be deemed to have been duly given or delivered if mailed by certified mail, with proper postage prepaid, or by overnight delivery service, addressed to the address provided on page 1 of this Lease, or to such other address as the addressee may have specified in a written notice given to the sender as provided in this Section.

18. Severability. In case any term of this Lease shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other term of this Lease, shall in any way be affected thereby.

19. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Amendments. This Lease shall not be amended or modified except by a written instrument duly executed by the parties hereto or their respective successors and assigns.

21. Governing Law. [Intentionally reserved.]

22. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be considered to be an original instrument and to be effective as of the date first above written.

23. Force Majeure. Neither party hereto shall be considered in default or breach of this Lease, or be liable for damages, for any failure of performance hereunder (including but not limited to any delays in design, manufacturing, shipping, or delivery of the services) occasioned by an act of God, fire, flood, national or local calamity, strike, lockout, labor dispute, war, epidemic, act of terrorism, shortage of labor, fuel, or materials, acts or requirements of any State or the Federal Government, or any other unforeseeable event causing the inability of such party, acting in good faith and with due diligence, to perform its respective obligations hereunder.

SEDC
Online Billing Payment and Processing (OBPPS)
SERVICES AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2019 (the "Agreement"), is by and between Southeastern Data Cooperative, Inc. ("SEDC"), a Georgia corporation operating as a cooperative, and Starkville Utilities ("Customer").

WHEREAS, SEDC, through its computer operations and facilities offers an Online Billing Payment and Processing Service ("OBPPS") which provides a Customer with electronic routing of remittance and bill presentment data and funds settlement; and

WHEREAS, Customer desires to utilize such services under the terms and conditions herein below set forth; and

WHEREAS, Customer desires to use SEDC as Customer's duly authorized MasterCard International, Inc. ("MasterCard") RPPS agent for receipt of payments through SEDC's OBPPS, and

WHEREAS, SEDC is willing to be Customer's duly authorized agent for such purposes pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the parties hereto agree as follows:

1. Services Provided by SEDC

(a) Customer hereby appoints SEDC as Customer's duly authorized agent to provide Customer with (i) MasterCard RPPS and FiServ, remote banking payments services which electronically route remittance and bill presentment data to the Customer's system, provides funds settlement, and also creates a record of non-posted exception items that are returned to MasterCard/FiServ; (ii) control reports; and (iii) such other services as are set forth in the provisions of Schedule "A" **Time Schedules & Statement of Work**. Any revisions or updates to the Time Schedules & Statement of Work which may be desired by SEDC or Customer from time to time shall be incorporated into the Time Schedules & Statement of Work and shall become effective only after both parties have agreed on said changes and both parties have signed the revised Time Schedules & Statement of Work.

(b) In performing the services contemplated under this Agreement, the selection and use of facilities, equipment, machines and personnel required for such performance, and the custody and safekeeping of materials furnished to SEDC by Customer, SEDC or its agents shall exercise reasonable care and diligence, subject to the limitations set forth herein. Items shall be received and handled by SEDC or its agent subject to any applicable provisions of the Uniform Commercial Code and other statutes and regulations in effect in the state where the processing office is and subject to the rules, regulations, operating circulars and orders of federal and state authorities.

(c) SEDC agrees to accept all remittance payment data which may be provided during the term of this Agreement at a rate per item at the applicable service charge schedule rates. Such rate and all other charges for the handling of Customer's OBPPS transactions account shall be billed by SEDC to Customer in accordance with the billing information contained in the pricing & reports information which is attached hereto as Schedule "B" and incorporated herein by reference (the "**Pricing & Reports**") which may be modified from time to time by SEDC upon thirty (30) days' prior written notification to Customer.

2. Obligations of Customer; Transaction Procedures

(a) From time to time SEDC may provide operating procedures to Customer that govern the procedures and guidelines for OBPPS transactions ("Operating Procedures"). In the absence of such operating procedures, the provisions of this Agreement will govern such procedures. Customer agrees to follow all requirements of this Agreement or, as applicable, the Operating Procedures, in connection with transactions and to comply with any applicable specifications, procedures or guidelines of MasterCard/FiServ or its agents as SEDC may communicate them to Customer from time to time. Customer agrees to complete any applications, forms, or other documents reasonably required by SEDC and by MasterCard/FiServ for participation in the MasterCard RPPS/Checkfree program.

(b) Customer recognizes that in order for SEDC to provide the services to Customer under this Agreement, SEDC must obtain services from third parties related to the services provided by SEDC to Customer, and in doing so must comply with the procedures imposed on SEDC by such parties. Customer acknowledges and agrees that SEDC, as a result of revisions to such third party procedures, from time to time will be required to change those procedures applicable to Customer or to impose new procedures, including but not limited to procedures related to security, processing of transactions, and features and use of the services. In addition, SEDC may be required to modify, amend or terminate procedures, conditions, features or requirements regarding the services or the processing of transactions in order to comply with the requirements of applicable laws, regulations, or government policies. SEDC will endeavor to provide Customer with thirty (30) days' prior written notice of such changes in procedures, and those changes will be deemed incorporated into the Agreement at the end of such period. In the event such prior notice cannot be given, SEDC will endeavor to give Customer notice of such changes in procedures as soon as reasonably practicable after the making and implementation of such changes.

(c) Customer shall promptly notify SEDC in writing of any error or discrepancy in any transaction, including crediting/debiting of customer payments, upon receiving written or electronic documentation or statements evidencing such transactions. Customer agrees to provide SEDC with all information SEDC reasonably requests in connection with investigating any error or discrepancy.

(d) SEDC shall not be responsible for any delays in Customer's receipt of funds from transactions or errors in debit and credit entries caused by third parties, including but not limited to MasterCard/FiServ and Customer's financial institution. SEDC shall not be held responsible for errors, acts, or failures to act of third parties, including but not limited to financial institutions, communication carriers, Internet providers, or clearing houses through which transactions are originated, and no such third party shall be deemed an agent of SEDC.

(e) Customer agrees to reimburse SEDC for any fines and penalties imposed on SEDC by MasterCard/Fiserv or any other third party resulting from any fines, penalties and fees imposed by MasterCard/Fiserv or third party with respect to acts or omissions of Customer or any action or inaction by

Customer that causes SEDC to incur fines, penalties and fees pursuant to an agreement between SEDC and any third party related to the services provided to Customer under this Agreement. SEDC may debit the amount of any such fines, penalties and fees from any account maintained for Customer by SEDC

(f) Each party shall use commercially reasonable security procedures to ensure that all transactions are authorized and to protect its business records and data from improper access. Customer agrees to comply with any security-related procedures required by SEDC as such procedures may be revised from time to time.

3. **Completion Times.** SEDC will furnish the completed products as described in the Time Schedules & Statement of Work and provide any other products and computer services pursuant to the Pricing & Reports, subject to Section 11 hereof.

4. **Term and Termination.**

(a) The term of this Agreement shall commence on the later of (i) the date of installation on Customer's computer system of any software required for performance of the services under this Agreement or (ii) the date of this Agreement, and shall continue for a minimum term of twelve (12) months (the "**Minimum Term**"). The Minimum Term of this contract may be extended under the same terms and conditions contained herein, provided that:

- (i) Prices of all services, functions, licenses, agreements, and goods supplied and made available by SEDC shall be in accordance with SEDC's then current Pricing.
- (ii) Customer shall not have delivered to SEDC written notification of Customer's intention not to extend the term of this Agreement no less than ninety (90) days prior to the expiration of the Minimum Term or the then-current extension thereof.
- (iii) Each extension term shall be for twelve (12) months from the date of the expiration of the Minimum Term or the current extension term.
- (iv) If a security interest in its accounts receivable is granted by Customer or by any court of competent jurisdiction to any third party at any time while this Agreement is in effect, SEDC may terminate this Agreement effective five (5) days after written notice of termination is given to Customer.

(b) In the event MasterCard/FiServ or any successor in interest terminates its RPPS agreements with SEDC or ceases providing RPPS services to SEDC, SEDC may terminate this Agreement upon ten (10) days' prior written notice to Customer.

(c) If any of the following events shall occur (each an "Event of Default"):

- (i) A material adverse change in the business, financial condition, business procedures, products or services of Customer; or
- (ii) a sale of all or a substantial portion of Customer's assets; or

- (iii) Customer shall: commence a voluntary case under the Bankruptcy Code (Title 11 of the United States Code); file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into an arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (iv) a case or other proceeding shall be commenced against Customer, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or the appointment of a trustee, receiver, custodian, liquidator or the like of Customer; or
- (v) Customer shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement;

then, upon the occurrence of any such Event of Default, this Agreement may be terminated by SEDC upon five (5) days' prior written notice to Customer, and upon such notice all amounts payable hereunder by Customer to SEDC shall be due and payable on demand.

(d) After termination or expiration of this Agreement for any reason whatsoever, Customer shall continue to bear total responsibility for all fees, credits and adjustments resulting from transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due to SEDC under this Agreement.

5. Pricing/Invoicing.

- (a) The prices for products and services are set forth in the Pricing & Reports.
- (b) Any sales and use taxes, and any other similar taxes applicable to any production, sale, use, storage, delivery or transportation of products and services provided by SEDC shall be calculated by SEDC and included in Customer's monthly statement to be paid by Customer.
- (c) SEDC will send a statement of the compensation due it by the fifth day of each month, and Customer shall make payment within thirty (30) days after receipt of the statement.

6. Customer Data /Proprietary Rights.

(a) All data furnished to SEDC or its agent by Customer pursuant to this Agreement shall at all times remain the property of the Customer. SEDC shall not be responsible for loss or destruction of Customer's data or materials, unless due to the negligence or willful misconduct of SEDC. SEDC shall have the right to copy and retain all such data and materials for its files as it deems necessary for emergency backup and internal processing use.

(b) Customer shall use its best efforts to assure the accuracy and adequacy of all data and other items provided to SEDC, and for all results obtained therefrom. SEDC shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any data or materials supplied by its agents or by third parties. Customer shall pay SEDC, at rates specified in the Pricing & Reports or at SEDC's then prevailing rates, if not specified in the Pricing & Reports, for any processing reruns or any other additional work performed by SEDC due to data or materials which are incorrect or incomplete.

(c) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by SEDC, its contractors, subcontractors or agents in providing the products and services hereunder and all operating manuals related thereto shall remain SEDC's exclusive property.

7. **Confidential Information.** SEDC agrees to deny unauthorized access to and take reasonable steps to protect the confidentiality of Customer's data and materials and any resultant output that is designated as confidential by Customer. Neither party shall be required to keep confidential any information or data, which is or becomes publicly available, is already known or is independently developed by such party outside the scope of this Agreement, or is rightfully obtained by third parties. Notwithstanding the foregoing, SEDC may provide such information as SEDC deems reasonably necessary to any third parties who may provide any of the products or services under this Agreement, provided such third party agrees to keep such confidential data and material confidential.

8. **Warranties.**

(a) SEDC shall use reasonable care in processing all data and materials submitted to it and in performing and providing the services set forth herein. Data and materials shall be processed in accordance with commercially reasonable data processing procedures. If computer services are interrupted or delayed for any reason, SEDC will resume the computer services as soon as reasonably practical.

(b) **THE FOREGOING COMPRISES CUSTOMER'S SOLE AND ENTIRE WARRANTY. THIS AGREEMENT IS A SERVICE AGREEMENT AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SEDC DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.**

(d) **CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY EMPLOYEE OR REPRESENTATIVE OF SEDC SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.**

9. **Limitation of Liabilities.**

(a) SEDC undertakes to perform only such duties as are expressly set forth in this Agreement, and SEDC shall not be bound by any agreement or document between Customer and any other parties to which SEDC is not a signatory, whether or not SEDC has knowledge thereof. Notwithstanding any other

provision of this Agreement, it is agreed by the parties hereto that SEDC shall not be liable for any action taken by it or any of its directors, officers, agents or employees substantially in accordance with this Agreement, including, without limitation, any action so taken at the request of Customer, except for SEDC's or such person's own gross negligence or willful misconduct. Accordingly, SEDC shall not incur any such liability with respect to any action taken or omitted to be taken in reliance upon any documents, including any written notice or instructions provided for in this Agreement, not only as to its due execution and to the validity and effectiveness of its provision, but also as to the truth and accuracy of any information contained therein, which SEDC shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons, and to conform with the provisions of this Agreement.

(b) IN NO EVENT SHALL SEDC BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR MARGINS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, EVEN IF SEDC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SEDC'S LIABILITY HEREUNDER TO CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO SEDC BY CUSTOMER FOR THE PRODUCT OR SERVICE FOUND OR ALLEGED TO HAVE CAUSED CUSTOMER'S LOSS, DAMAGE OR LIABILITY.

10. Indemnification. Customer agrees to indemnify, hold harmless and defend SEDC, its affiliates, and their respective members, directors, officers, employees, agents and consultants from and against any and all liability, claims, actions causes of action, losses damages, demands, suits, judgments, costs and expenses (including attorney's fees and expenses) of every nature and description, presented or brought for any injuries (including death) to persons and for any damages to property arising out of or relating to any of the services provided under this Agreement, any breach of any covenant or agreement or any misrepresentation by Customer under this Agreement, or arising out of any negligent or willful misconduct of Customer or its employees in connection with Customer's transactions with its customers or otherwise arising from Customer's provision of services to its customers, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in connection with the investigation, defense or settlement thereof.

11. Force Majeure. Should the performance of any provision of this Agreement by either party be prevented or delayed by act of God, war, civil insurrection, fire, flood, storms, strikes, lockouts, total or partial failure of transportation, or delivery of facilities, interruption of power, or any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the reasonable control of such party, that party's performance shall be excused to the extent it is prevented or delayed. Each party will promptly give the other party notice of any event it claims to be an event of force majeure.

12. Equal Opportunity Clause. This Agreement hereby incorporates the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and implementing regulations.

13. General Contract Provisions.

(a) Authority. Each party warrants and represents to the other that: (i) it has the power and authority to execute, deliver and perform this Agreement and (ii) the person executing this Agreement on behalf of it is an officer or authorized individual authorized to bind the party with respect to its obligations hereunder.

(b) Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any portion thereof, the relative bargaining powers of the parties, or the domicile of any party.

(c) Publicity. Customer consents to the public use of its name as a customer of SEDC.

(d) Governing Law. This Agreement shall be governed by the laws of the State of Mississippi (and overriding federal law) (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters pertaining hereto, including, but not limited to, matters of validity, construction, effect, performance, and arbitration.

(e) Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall, not constitute a waiver of the rights of such party hereunder.

(f) Captions. The captions used for the paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any paragraph hereof.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby canceled.

(h) Schedules. Each and every Schedule attached hereto shall be incorporated into and made a part of this Agreement by reference.

(i) Amendments. This Agreement may be amended only by written agreement executed by all parties hereto.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

(k) Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to SEDC:

SEDC
Attention: R.B. Sloan
100 Ashford Center North
Suite 500
Atlanta, Georgia 30338-4865
Telephone Number: (770) 414-8400
Fax Number: (770) 414-1122

If to Customer:

Telephone Number: _____
Fax Number: _____

or as to either party, at such address as shall be designated by such party in a written notice to the other party. All such notices and other communications shall be effective (i) if mailed, when received or three (3) days after mailing, whichever is earlier; (ii) if telecopied, when transmitted; or (iii) if hand delivered, when delivered.

(l) Effective Date. This Agreement shall become effective upon the parties signing and exchanging the signed copy in person, by mail when actually received sent to the addresses set forth in subparagraph (k) above, or by facsimile transmission to the telecopy numbers set forth in said subparagraph.

(m) Further Assurances. The parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect and further define the terms and conditions of the rights provided in this Section.

(n) Arbitration.

(i) Any and all claims and disputes between Customer and SEDC related to, arising out of, or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) shall be resolved by binding arbitration. Except as specifically modified herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and supplemented from time to time, including those rules giving the arbitrators power to rule on their own jurisdiction and any objections to the existence, scope, or validity of the arbitration agreement itself. Any arbitration hearing conducted hereunder shall be held at the primary office of Southeastern Data.

- (ii) The party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within fifteen (15) days after receiving the initiating Party's nomination. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third, neutral arbitrator (the "Third Arbitrator") who is experienced in matters involving rural electric cooperatives, with at least ten (10) years' experience in the electric cooperative industry as a practicing attorney. All arbitrators shall be impartial and independent of either Party and not employed by any of the Parties in any prior matter.
- (iii) If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within fifteen (15) Days from the date of the second Party-Appointed Arbitrator's appointment, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Customer, SEDC and the Party-Appointed Arbitrators. The Parties shall request the AAA to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration.
- (iv) Except to the extent inconsistent with or prohibited by applicable law, or to the extent necessary to confirm or enforce any award made by the arbitrators, the existence and outcome of any arbitration proceeding between Customer and SEDC shall be held in confidence by the parties. The parties further acknowledge their intent that documents produced by a Party in the course of the arbitration or provided by such Party to the arbitration panel shall be deemed confidential and that the receiving Party shall maintain the confidentiality of such documents. Accordingly, prior to the exchange of documents during the course of any arbitration proceeding, the parties shall enter into a mutually agreeable form of confidentiality agreement, or failing such agreement, the arbitrators shall enter an appropriate confidentiality order. The Parties agree that any claim or dispute regarding compliance with the foregoing obligation of confidentiality or any claimed breach of the confidentiality agreement or order, whether asserted before or after the conclusion of the arbitration, shall be submitted to the arbitration panel hearing (or that heard) the underlying dispute and that the arbitration panel may conduct an expedited hearing thereon. In any such proceeding, the arbitrators shall have the discretion in their sole judgment to award any relief, including equitable relief and damages, permitted by the AAA Rules for each violation of confidentiality as determined by the Panel.

(o) Assignment. This Agreement may not be assigned, in whole or in part, by Customer.

(p) Severability. If any one or more provisions in this Agreement shall be held to be invalid, illegal, void or unenforceable in any respect (i) such provision or provisions shall be given force to the fullest possible extent that they are valid, legal and enforceable, (ii) such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and (iii) to the extent that the intent,

rights, and obligations of the parties hereto shall not be materially altered, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed under seal this Agreement the day and year first above written, by and through their duly authorized representatives.

SEDC

By: _____
Title: _____

Attest: _____
Title: _____

(Corporate Seal)

CUSTOMER:

By: _____
Title: _____

Attest: _____
Title: _____

(Corporate Seal)

SCHEDULE "A"

Time Schedules & Statement of Work

Time Schedules:

All Times are Eastern Time Zone

"Banking Day" shall be: 9AM, Mon. - Fri. 4PM, except Federal Reserve Holidays.

"SEDC Business Day" shall be: Mon. - Fri., except Banking and/or SEDC Holidays.

Work Process:

A SEDC customer will apply with SEDC's MasterCard Remote Payment and Presentment Service ("RPPS"). This application information is then listed in MasterCard's RPPS Biller Directory. At this point, Online Banking Services will pickup SEDC's customer information in the Biller Directory and instead of sending a check, electronic payment information is routed to MasterCard/FiServ in a RPPS prescribed format. MasterCard RPPS/FiServ then transmits on a daily basis a transaction file to SEDC containing payment and/or return information for all SEDC customers enrolled in the OBPPS service. During the time the payment information is routed to SEDC, MasterCard/FiServ is funding directly each customer's bank account with their respective amount from the data file.

Once SEDC receives the master data file, a program is run at SEDC which reads the file and populates an internal SEDC database with the transaction details. After the database is populated, SEDC runs another program that creates a separate data file for each customer containing that day's transactions. Once each file is created, it is transmitted to the respective customer and a posting program is run at the customer's site against the data file which then updates the customer's Accounts Receivable. A report is printed at this time indicating totals and details of exception (non-posted) items.

An exception item file is also created at the customer's site and transmitted back to SEDC. SEDC then updates its internal OBPPS database with these exception items and transmits the return processing file to MasterCard RPPS/Fiserv. Agreements SEDC has adopted with MasterCard RPPS/FiServ require that transactions that do not have a valid account number (customer separator), be returned to the Online Banking Site for additional payment instructions. MasterCard RPPS/FiServ then debits the utility for these items.

SCHEDULE "B"

Pricing & Reports

Pricing:

All incurred expenses shall be billed monthly.

- | | | |
|----|---|------------------------|
| 1. | Base Monthly Fee | \$25.00 per month |
| 2. | Payment Processing Fee ¹ | 0.10 cents per payment |
| 3. | Exception Items | \$ 0.20 per item |
| 4. | Research per hour labor rate | \$40.00/hr |
| 5. | Any necessary mail delivery charges will be the responsibility of the Customer. | |

The above prices may be changed by SEDC at any time by giving thirty (30) days' prior written notice to Customer.

Reports:*

1. "Remote Payment Processing – Automatically, locally generated, daily; Reflects current days billing file posting activity; includes both payment and exception items.

*Reports are provided except on Bank and/or SEDC Holidays.

SCHEDULE "C"

Holidays:*

- | | | | |
|----|-------------------------------------|-----|--------------------------------|
| 1. | New Years Day | 8. | Columbus Day ^B |
| 2. | Martin Luther King Day ^B | 9. | Veteran's Day ^B |
| 3. | President's Day ^B | 10. | Thanksgiving Day |
| 4. | Good Friday ^S | 11. | Friday following ThanksgivingS |
| 5. | Memorial Day | 12. | Christmas Eve ^S |
| 6. | Independence Day | 13. | Christmas Day |
| 7. | Labor Day | | |

^B Banking Holiday not currently taken by SEDC. Subject to change.

^S SEDC Holiday not currently taken by Banking System. Subject to change.

*Note: When a Holiday falls on a week-end, either the Friday before or the Monday after shall be designated as the Holiday.

[BILLER'S LETTERHEAD]

[INSERT DATE]

MasterCard Worldwide
2200 MasterCard Blvd.
O'Fallon, MO 63368

Attn:

Effective immediately, MasterCard is authorized by this letter to initiate ACH debit entries to be issued by the MasterCard Settlement Bank, currently JP Morgan Chase Bank, from time to time against the account noted below. We hereby confirm that all debits associated with such ACH debit entries will be honored and will be final when made, and no entry shall be reversed without written consent of both MasterCard and ourselves. Our signatures below represent that we are authorized to provide these instructions to you and you are authorized to rely on these instructions.

We understand that written notice of revocation of this authorization must be sent to MasterCard International.

ICA Number 4313

Routing & Transit Number _____

Account Number _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Sincerely,

Biller's Name

Biller's Address

Biller's Phone Number

Biller's Signature

Letterhead of Biller's Company

Attn:

MasterCard International Incorporated
2000 Purchase Street
Purchase, NY 10577

Participating Member of MasterCard RPPS acting as a third party processor:

SEDC

The undersigned is a biller, merchant or obligee customer of a Participating Member of MasterCard RPPS, the remote payment and presentment service of MasterCard International Incorporated ("MasterCard"). In exchange for Participating Member agreeing to provide the undersigned access to and use of MasterCard RPPS, the undersigned agrees (i) to defend, protect, indemnify and hold harmless MasterCard from and against any claims, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising from the undersigned's erroneous or faulty data or instructions or from any action or inaction by the undersigned which results in a breach of the Participating Member's RPPS agreement with MasterCard, and (ii) that MasterCard shall have no liability to the undersigned for MasterCard RPPS, and that the undersigned's sole and exclusive claim based on MasterCard RPPS shall be against the Participating Member.

[insert name of biller or obligee customer of Participating Member of MasterCard RPPS]

By: _____
Title: _____
Date: _____

26. REQUEST AUTHORIZATION TO ADD THE SEDC ONLINE BILLING PAYMENT AND PROCESSING (OBPPS) SERVICE TO OUR CURRENT SEDC SERVICE AGREEMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to add the SEDC Online Billing Payment and Processing (OBPPS) service to our current SEDC Service Agreement” is enumerated, this consent item is thereby approved. Agreement proceeds this page

27. CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2019 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve the minutes of the June 20, 2019 special call meeting of the Mayor and The Board of Aldermen. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill invited everyone to the July 4 Celebration from 5 to 9 p.m. at the Sportsplex.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn noted a program he recently attended at the MML Conference, “Reinventing Your Leadership” and asked that the Mayor check into getting the presenter to make the same presentation to the Starkville Department Directors and the Elected Officials.

28. DISCUSSION AND CONSIDERATION OF AMENDING THE PROPOSED ANNEXATION ORDINANCE.

Mike Slaughter of Slaughter and Associates presented an updated study of a proposed annexation. Following questions and discussion among Board members, Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to amend the proposed Ordinance as presented by Mike Slaughter and to call for a Public Hearing on the amended Ordinance and map to be held August 6, 2019.

The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

PUBLIC HEARING:

29. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00. (TABLED FROM JUNE 4)

Dr. Kim presented the request. The applicant is seeking a Conditional Use to place a mobile home on the subject property. The property is zoned R-5 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. This property is located on 16th Section land owned by Starkville Oktibbeha School District.

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

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

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion to approve Conditional Use 19-06 to allow for a mobile home to be placed at 1560 Louisville Street in a R-5 zone with the parcel number 105-16-009.00 with two conditions. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

Conditions:

1. The applicant shall have six months from time of Conditional Use approval to begin the permitting process with the City.
2. The mobile home shall be place at least 50’ away from the existing structure on the site and within the required setbacks for an R-5 zoning district.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked the police to look at speeding on Hwy 12 at night. He also asked that the City look at a limb hanging low over a sidewalk on Wood Street behind Vowells.

Carl Ivy, Village Cycle Center, asked the Mayor to explain the Board's vote on Annexation. He also noted that Clayton Village got a wastewater system a little over a year ago.

John Tolliver, 26 Choctaw Lane, spoke to his sewer problems incurred in the Fall of 2018.

James Chamberlain, spoke generally in favor of annexation. He noted he would like to gain representation in Starkville and would one day consider serving on a committee or the Board.

Larry Graves, 484 Cambridge Drive, has seen good and bad annexations in his life. He asked that the City look at other cities and examples and to learn from mistakes made in past.

Others speaking against the proposed annexation: Bill Chapman, David Oswalt, Jim Crissman, Sally Loughlin, Dwight Prisock, Jeff Foster, Carl Zitta, and William Wells.

PUBLIC APPEARANCE:

AAU TRACK AND FIELD ORGANIZATION – FELECIA ASHFORD

Ms Ashford distributed numbers which showed annual expenditures of the Mississippi Goal Chasers to be \$11,551.41. She asked that the City consider assisting with these costs in the upcoming budget.

PUBLIC HEARING:

SECOND PUBLIC HEARING ON AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

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

Those speaking against the proposed annexation: Dwight Prisock, Bill Chapman, Tim Allison, Jim Crissman, Robbie Schultz, Jeff Foster, Richard Walker, Karen Crissman, Tim Ellison and Thomas Hannigan.

Jim Herring, Attorney from Canton, who was sitting in and listening to the discussion at the request of the citizens who may be annexed, appreciated the Board holding multiple public hearings and listening to citizen concerns.

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

30. CONSIDERATION OF A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a Fire Protection Agreement between the City of Starkville and Mississippi State University. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

STARKVILLE-UNIVERSITY FIRE PROTECTION AGREEMENT

This Agreement is made and entered into by and between the City of Starkville, Mississippi (the "City"), and Mississippi State University (the "University").

WHEREAS, since 1972, and pursuant to Miss. Code Ann. §§ 21-25-21 and 21-25-23, the City and the University have contracted through an Agreement, and six subsequent Amendments, for the Starkville Fire Department ("SFD") to provide fire protection services for the University's Oktibbeha County campus lying outside the city limits but within a designated fire district (the "University Fire District");

WHEREAS, the University Fire District is shown and depicted in the map attached and incorporated as Exhibit "A;"

WHEREAS, through this arrangement, the City and the University have determined that sharing fire protection services costs less for the University and the City than it would to create and maintain two separate fire departments;

WHEREAS, through the efficiency of sharing a single fire department, the City and the University also assure consistent and professional fire protection for both the City and the University, and assure a better staffed, trained, and equipped fire department than either would be able to maintain separately for similar expenditures;

WHEREAS, both the City and University have experienced substantial growth, which has been reflected in the annual fee for fire protection services to the University Fire District in the original Agreement, and six subsequent Amendments, as follows:

Duration	Annual Fee ¹
1972 - 1983	\$30,000
1984 - 1992	\$74,810
1993 - 1998	\$89,810 - \$99,810
1999 - 2004	\$102,300 - \$112,300
2005 - 2010	\$114,800 - \$199,697
2011 - 2015	\$207,684 - \$242,961
2016 - 2020	\$252,679 - \$295,597

WHEREAS, the City and the University are hopeful that through continued cooperation and collaboration they may be able to improve their Mississippi State Rating Bureau ("MSRB") fire ratings; and

WHEREAS, the City and the University wish to continue their fire protection relationship under a new contractual form, which shall supersede and control over any prior Agreement(s) and/or Amendments.

Therefore, the City and the University agree as follows:

1. Term

The term of this Agreement shall be for ten (10) years commencing on January 1, 2020, and ending on December 31, 2029.

2. Payment

To defray actual costs of the City providing fire protection services to the University, the University shall pay to the City an annual fire protection fee. This fee may be paid in lump sum at the beginning of each year or in four equal quarterly installments to be paid on the first business day of each quarter. The annual fire protection fee shall be as follows for the first four years of this agreement:

YEAR	PAYMENT
2020	\$400,000.00
2021	\$500,000.00
2022	\$600,000.00
2023	\$650,000.00

In years 2024 - 2029 of this Agreement, the annual fire protection fee shall be adjusted by an amount determined by multiplying the previous year's annual fire protection fee by the most recent annual Consumer Price Index published by the United States Bureau of Labor Statistics ("CPI Annual Adjustment"). For example, the fire protection fee for the year 2024 would be determined by multiplying the \$650,000.00 fee for year 2023 by the annual CPI, and adding the result to the 2023 fee. Should the annual CPI rate drop from the previous year, the previous year's fee shall apply. The CPI Annual Adjustment rate structure may be renegotiated by mutual consent of the parties in the event the University requests additional fire protection services from the City, additional fire protection services are required by applicable law, regulations, or ratings services, the University Fire District expands, or some other extraordinary circumstance currently unforeseen to the parties. It is the intent of the parties that the annual fire protection fee shall never be more than the actual cost incurred by the City in providing fire protection service to the University under this Agreement.

3. Property Rights in Existing Equipment.

Under the original Agreement and subsequent Amendments, and as part of the consideration paid by the University to the City for fire protection services, the University has provided the City with one or more 1,000 gallon per minute pumper unit(s), adequately equipped with short roof extension ladders, together with an extension ladder of not less than 50 feet in length. Any such units shall remain under the sole ownership and possession of the City. However, the fee schedule listed in the preceding paragraph eliminates any obligation of the University to purchase or maintain additional pumper units and/or associated equipment for the City. The parties agree that during the life of this Agreement the City shall bear all responsibility for maintaining, repairing, insuring, and operating the equipment.

4. Starkville/University Fire Committee

¹ These fees were discounted based on the University's obligation to purchase the City, from time to time, 1,000 gallon-per-minute pumper trucks, equipped with short roof extension ladders, and an extension ladder of not less than 50 feet, and to maintain and replace them, as needed, in the determination of the City, and the past use of volunteer firefighters by the City.

Within one month of the execution date of this Agreement, the University and the City each shall appoint three members to a six-member Fire Protection Committee. The City's committee members shall consist of the Fire Chief, Battalion Chief and Fire Marshal. The Committee shall select a chair each year, with the chair alternating between a representative of the City and a representative of the University. The Fire Protection Committee shall meet as needed. The need for a meeting of the Committee can be determined by either party to the Agreement, and a meeting of the Committee can be set by either party of the Agreement. The purpose of the Committee shall be to consider ways by which the City and University can maintain and improve efficiency, safety, and fire protection rating. Issues to be considered by the Fire Committee shall include but not be limited to the following:

- Reduction of load or demand upon the SFD by considering differentiated responses, modification of alarm systems, decreasing non-emergency alarms, or expanding University staffing for such purposes as elevator support or maintenance, sensory or alarm support or maintenance, etc.
- Examination of the method by which fire protection is provided by the City to the University, and its impact on the City's fire rating.
- In-kind support by the University in areas that may include training, staffing, volunteer assistance, and housing of equipment and/or personnel.
- Examination and elimination of redundant services to reduce costs to the City or the University.
- Developing short and intermediate term plans for consideration by the City and University to improve water systems, fire protection, and fire rating.
- Monitoring progress on any such plans and coordinating City and University efforts to seek re-grading by the MSRB.
- Alternative staffing plans for meeting fire protection needs.

The final decision on any of these matters shall rest with the Fire Chief.

5. Training

The City agrees to continue implementation of its Pre-fire Planning Program for buildings on the University's campus. Under this Program, the Fire Department shall pre-plan its ability to fight fires in each building located at the University, and shall update the plan periodically, as may be required.

With regard to any new construction and/or renovation at the University, the University will notify the City of the need to update the Pre-fire Planning Program for those buildings. Upon receipt of this notice from the University, the City will update its Program as soon as possible.

During the term of the Agreement, the City agrees to provide the training for fire department personnel and staffing necessary for the City and University to maintain service consistent with their present MSRB fire protection ratings.

6. Inspections and other Fire Safety Measures

The University agrees to establish policies and require compliance with any applicable federal or state building, gas, electric, and fire protection codes. The University agrees to train, develop and staff, at the University's expense and in cooperation with the City, a comprehensive safety inspection and education program involving facilities management, student housing, campus police and associated student government (including inspection, fire drills, etc.), through the term of this Agreement. Among other things, the University will have available on-call personnel to check trouble in alarm systems for University-owned buildings. Personnel will also be available after hours, on weekends and on holidays, if needed.

The University will install individual key security boxes at each newly constructed, University-owned building. The University and the City will continue to cooperate in installing security boxes at other buildings as deemed necessary and appropriate by the University and the City. The University agrees to provide sufficient police to manage traffic to all fires or emergencies that may occur in the University fire district.

7. Fire Protection and Other Emergency Response Services

Except as otherwise provided herein, the City agrees to furnish fire protection and other emergency response services to the University Fire District to the same extent that it now furnishes fire protection within the City limits and at the level of service furnished by the City when it received its last MSRB rating. These services include, but are not limited to, the following:

- Response for medical emergency.
- Response by Tri-County Hazardous Response Team to a chemical spill.
- Rescue/recovery operations including SCBA, SCUBA, and high rise rope operations.
- CPR/First Aid training for a class of 15 to 20 employees conducted on campus once each month.
- Annual fire protection inspection and report of all facilities.
- Annual training program and drill for faculty and staff to instruct fire and life safety issues.
- Bi-annual training program and drill for students and occupants of residence halls, fraternities, and sororities.
- Upon request, review planning documents and inspect construction for federal and state fire protection code compliance of all new construction and renovation projects for the University.
- Develop and conduct annually two training sessions for University technical personnel on fire and life safety.

- Furnish a truck and crew to stand by at all special functions at the University that involve any fire hazard materials (e.g., bonfires, fireworks displays, etc.).

It is understood and agreed between the parties that all service rendered by the City under this Agreement shall be on a best effort basis. The City shall not be responsible to the University for any loss which may be occasioned by fire. Nothing herein shall create any legal or financial responsibility on the part of the City incident to the City rendering fire protection or other service within the University area. The City shall be entitled to, and shall operate with, the same immunities, rights and privileges afforded all legally constituted fire districts under the laws of the State of Mississippi and/or the Mississippi Tort Claims Act.

8. University Water System.

The University shall retain full responsibility for maintenance and/or replacement of all fire extinguishers, water mains, fire hydrants, and elevated tanks on the campus of the University that are not a part of the City's water system. The University shall also maintain the University's water system in a manner consistent with established standards, install new water lines necessitated by any University expansion, and shall provide the City with a current map showing the location of all hydrants, valves, and water mains. The University will also annually inspect and maintain the fire hydrants that are connected to the University's water system and lie within any fire protection district that has been created by the City and the University.

9. Routine Elevator Extractions.

The parties agree that the University shall be responsible for routine, non-emergency elevator extractions and/or repairs. The parties acknowledge and agree, however, that the University cannot control whether individuals call 911 in response to a malfunctioning elevator, and any such call will not be considered a breach of this Agreement.

10. Termination

The City may terminate this agreement within one year in the event the City's participation in fire protection service to the University should adversely affect the fire insurance classifications of the City or if the University shall fail to pay the annual fire protection service fee. In addition, either party shall have the right to terminate this Agreement by giving one year's notice in writing to the other party. Pursuant to such notice, all rights and obligations under this Agreement shall cease twelve (12) months from the date of receipt of a notice of termination.

11. Approval

This Agreement is executed by Mayor D. Lynn Spruill, on behalf of the City of Starkville, Mississippi, following approval of this Agreement by the Starkville Board of Aldermen during its regular meeting on _____. This Agreement is executed by President Dr. Mark Keenum, on behalf of Mississippi State University, following approval of this Agreement by the Board of Trustees of the Institutions of Higher Learning of the State of Mississippi during its regular meeting on _____.

12. Complete Agreement and Modification

This Agreement contains the complete agreement of the Parties and no oral representations have been made outside of this Agreement. This Agreement can only be modified by the Parties in writing after obtaining the approvals described in the preceding paragraph.

SO AGREED, this the ____ day of _____, 2019.

D. Lynn Spruill
 Mayor, City of Starkville, MS

Dr. Mark Keenum
 President, Mississippi State University

32. CONSIDERATION OF A 2019 USDOT BUILD DISCRETIONARY GRANT PROGRAM APPLICATION RESOLUTION FOR THE MS 182 / MLK CORRIDOR REVITALIZATION PROJECT.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve a 2019 USDOT BUILD Discretionary Grant Program Application Resolution for the MS 182 / MLK Corridor Revitalization Project. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

**CITY OF STARKVILLE
2019 USDOT BUILD Discretionary Grant Program
GRANT APPLICATION RESOLUTION
MS 182/ MLK Corridor Revitalization Project**

WHEREAS, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of MS Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, utility relocation, and storm water management along a 1.4-mile segment of the corridor, between N Long Street and Old West Point Road. This proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the economic corridor of MS Highway 182.

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding.

WHEREAS, engineers have estimated a total project cost of \$18,319,800; and

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding not to exceed \$14,655,840 and is committed to provide 20% match, or \$3,663,960, in local matching funds to complete the project.

BE IT FURTHER RESOLVED, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Better Utilizing Investments to Leverage Development (BUILD) grant, execute any and all documents and enter into agreements necessary for the successful application and award of the grant and to enter into a contract with the selected firm of FARMER | MORGAN to undertake the Architecture & Engineering, and Construction, Engineering and Inspection (CEI) services subject to City of Starkville & USDOT approvals.

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2019 BUILD City of Starkville MS 182/ MLK Corridor Revitalization Project grant writing, Architecture & Engineering and CEI Services.

ATTEST:

Lesia Hardin, City Clerk

D. Lynn Spruill, Mayor
City of Starkville

33. CONSIDERATION OF TWO CANDIDATES, MR. FRANK CHILES AND MR. RODNEY LINCOLN, TO FILL A VACANCY FOR THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY FOR A TERM OF FIVE YEARS BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2024 WITH INTERVIEWS TO BE HELD.

Following presentations by Frank Chiles and Rodney Lincoln, Alderman Sistrunk offered a motion to re-appoint Frank Chiles to the Golden Triangle Regional Airport Authority for a term of five years beginning July 1, 2019 and ending June 30, 2024. Alderman Beatty seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

34. CONSIDERATION OF A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM ENDING MARCH 2020 WITH INTERVIEWS OF THE THREE APPLICANTS TO BE HELD AT THE NEXT SCHEDULED BOARD MEETING ON JULY 16, 2019 AT 5:30 P.M.

Alderman Walker, duly seconded by Alderman Little, offered a motion to consider a vacancy for the Starkville Oktibbeha Consolidated School District Board of Trustees for a term ending March 2020, with interviews to be held at the next scheduled board meeting on July 16, 2019 at 5:30 p.m. The Board voted as follows:

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

35. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT BUD AND BURGERS ON JULY 26, 2019.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve a Special Event request by the Greater Starkville Development Partnership to hold the special event Bud and Burgers on July 26, 2019 with in kind services. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

36. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT UNWINE DOWNTOWN ON JULY 25, 2019.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve a Special Event request by the Greater Starkville Development Partnership to hold the special event Unwine Downtown on July 25, 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 25, 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. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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	\$ 274,035.11
Restricted Police Fund	003	1,881.75
Airport Fund	015	49,722.10
Sanitation	022	64,216.32
Computer Assessments	107	8,089.69
Industrial Park Bond	303	50,302.40
Park and Rec, Tourism	375	76,311.25
Trust & Agency	610	32,483.20
Economic Dev, Tourism, Conv	630	96,978.87
Sub Total Before Utilities		\$ 654,020.69
Utilities Dept.	SED	635,690.07
Total Claims	Total	\$ 1,289,710.76

38. UPDATE OF PAFFORD EMS AND THE EMS DISTRICT.

Presenting an annual update of Pafford EMS services within the Starkville EMS district were the Operation Director Freddie Parker, Operations Manager Tony Fabela and Operations Supervisor Blake Burnett. The gentlemen presented a power point presentation to the Board. Fire Chief Yarbrough expressed satisfaction with Pafford Services. They have cut back to two ambulances from three due to lack of call volume, but are maintaining the requested response times.

39. CONSIDERATION OF THE APPROVAL OF A PARK REVENUE AND DISCOUNT POLICY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve the Park Revenue and Discount Policy as presented by Park Director Gerry Logan. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.



Starkville Parks and Recreation Department
Revenue and Discount Policy
Adopted July 2, 2019

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SECTION 1

I. DEPARTMENT OVERVIEW

The City of Starkville Parks and Recreation Department offers diversified leisure services to its residents. Historically, these services have been financed by appropriating tax dollars from the City's general fund and from general obligation bonds.

Starkville's growing population has increased demand for new, expanded and even more diversified facilities and services. Costs for land and capital projects have also increased, as have operational expenses. These trends coupled with increased competition for City tax dollars by other departments has resulted in a greater emphasis on generating non-tax revenues. These alternative sources of revenue are becoming more critical for the operation of parks and facilities.

The primary alternative source of funds is fees and charges for services provided by the department. Other alternative funding sources are described in Section 6 – Other Revenue Sources of this policy.

II. PARKS AND RECREATION DEPARTMENT MISSION

The City of Starkville Parks and Recreation Department strives to enhance the quality of life for the citizens of Starkville by providing professionally designed broad recreation and leisure programs and services.

III. BENEFITS PHILOSOPHY

Funding to achieve the Department mission is allocated in the City of Starkville General Fund budget in recognition of the variety of benefits parks and recreation provides to individuals, the community, the environment and the local economy.

- Starkville residents benefit when participating in leisure opportunities. Parks and Recreation provides opportunities for living, learning and leading a full and productive life as well as avenues for purpose, pleasure, health and well-being. Examples of these benefits include personal development and growth, improving physical and mental health, developing creativity and adaptability, and improved quality of life.
- Parks and Recreation provides Community benefits by creating opportunities to live and interact with families, work groups, neighbors and communities. Examples of these benefits include providing youth positive alternatives for their leisure time; promoting ethnic and cultural understanding and harmony; supporting youth, elderly and disabled populations; and developing strong, vital and involved neighborhoods.

- This also benefits citizens by Parks and Recreation providing and preserving parks and open spaces, enhancing the desirability of an area. Examples of these benefits include preservation of open space, improved air quality, safeguarding plant and animal life, and providing accessible places to enjoy nature.
- Finally, there are many Economic benefits derived from having adequate parks and recreation programs and facilities. Examples include increased property values, enhanced community desirability for corporate movement or relocation to the City, catalyst for tourism, attractiveness for special events or other revenue generators, and a more productive workforce with reduced health care costs. Link to a relevant study regarding the economic impact of local parks - <https://www.nrpa.org/publications-research/research-papers/the-economic-impact-of-local-parks/>.

IV. POLICY GUIDING PRINCIPLES

This pricing policy is based on fundamental principles that have guided its development:

- Present day economic reality and limited funding make it necessary to recover at least a portion of the costs incurred in the provision of parks and recreation services.
- Development of a policy is a necessary step in creating a comprehensive fee structure for services provided. The policy must be clear, equitable and understandable so that department staff can explain it, and customers may make informed choices.
- While all Starkville residents pay various taxes to support the General Fund, individual taxpayers may benefit in varying degrees from the services provided. As service benefits become more individualized, it is appropriate to assign higher levels of cost recovery to those who benefit from the service.
- Provision of service to Starkville residents is the Department's primary focus. However, it is recognized that use of services by those residing outside the corporate City limits is extensive. Based on numbers compiled by the Starkville Parks and Recreation Department, approximately 35% of the participation in sports programs over the last five years are individuals who do not reside within the Starkville city limits. These individuals do not pay the same level of taxes as City residents and thus are consuming services that are supported financially by residents. Fees and charges for non-City residents may be higher than City residents, thereby reducing or eliminating support City residents provide to offer the service.
- Patrons who utilize public recreation facilities for commercial gain will incur fees and charges higher than non-commercial users. This pricing practice assigns the cost of services to those who benefit from the use of City facilities and eliminates taxpayer support. These charges may be comparable to the prevailing private/commercial market rate in order to promote private sector facility use.
- The City recognizes that fees and charges may place a financial burden on economically disadvantaged individuals and families. To ensure the pricing policy is fair and equitable, a Discount Program is a necessary policy element to ensure all City of Starkville residents have the opportunity to participate in a broad range of programs and services, regardless of ability to pay. This program recognizes that everyone should pay an equitable level for participation.

- This policy recognizes there are other intangible benefits from the use of a fair and equitable system of fees and charges. Examples are:

- a. Paying even a modest fee appears to give the patron a “pride-of-ownership” feeling and a greater sense of appreciation for and commitment to the service or activity.

- b. Fees and charges tend to reduce the frequency of vandalism and promote a sense of ownership.

- c. Charging an admission or service fee may have the effect of controlling use.

SECTION 2

POLICY DEFINITIONS

The following definitions are provided to clarify the meaning of terms used within this policy document:

I. TYPES OF FEES AND CHARGES:

Admission Fees: Fees to enter a building or enclosed structure or facility, as in a fee to enter the gymnasium or a swimming pool.

Differential Fees: Those additional fees charged to non-City residents for the use of Department facilities and programs. These fees vary depending upon the program or service.

Formula-based Fees: Fees established using a predetermined formula approved by the Mayor and Board of Aldermen. Cost factors used in the formula may include program staffing, administration, registration, supply and facility costs. Examples include leisure classes, camps, adult sports leagues and special program fees.

License and Permit Fees: Fees to obtain written consent to perform some lawful action, typically after permission has been granted by the Department. Examples include payment to obtain a vendor permit.

Nominal Fees: A minimal fee intended to recover a portion of the costs associated with a basic service, as in a field light fee for youth athletic leagues.

Non-Profit Organization Fees: Fees available only to non-profit organizations with Internal Revenue Service 501(C)(3) tax-exempt status.

Pass Fees: Charges that entitle individuals to multiple uses of a facility for a predetermined number or duration. Examples include an annual swimming pool pass.

Rental Fees: Payments made for the privilege of exclusive use of meeting rooms, pavilions or other park property that is eligible to be reserved.

Special Service Fees: Fees for supplying extraordinary articles, commodities, activities or services that may not be considered standard or routine functions of the Department, such as private lessons.

User Fees: Fees for use of a facility amenity or participation in a program or activity.

II. TYPES OF REVENUE

Alternative Revenues: Revenue sources other than operating revenues. These revenues may include but are not limited to gifts, sponsorships, donations and grants.

Contractual Revenues: Revenue from vending contracts, use and management agreements.

Operating Revenues: Revenue derived from Department operations.

III. DEFINITION OF COST CLASSIFICATIONS

Direct Costs: Those costs that can be directly and exclusively attributed or assigned to a specific service.

Full Costs: Both the direct costs and a pro-rata share of the indirect costs that can be attributed to a specific service.

Indirect Costs: Those costs that can be attributed to more than one (1) program or service and are not generally a part of the user's direct experience. These costs may be somewhat constant or "fixed" regardless of the level of program participation or facility usage. Examples would include program administration and supervisory staff salaries, departmental administrative staff salaries and costs for a facility or vehicle used for different programs.

IV. OTHER DEFINITIONS

Cost Recovery: To recover the cost of providing a particular service through fees, charges or some other funding source other than the general fund. The level of cost recovery will vary depending upon the program or service.

Department Co-Sponsored: Services that are organized, promoted, and conducted in part by Department staff and in part by an outside agency, organization or individual(s) and are the negotiated responsibility of both parties as defined by a contract or letter of agreement.

Department Sponsored: Services that are organized, promoted, and conducted by the City of Starkville Parks and Recreation Department.

Department Facilitated: Services that are organized, promoted, and conducted by an outside agency, organization, or individual(s) with limited assistance from Department staff. These services are the responsibility of the outside group. Department involvement includes permission to use a Department facility or promotional assistance. Normally a contract or rental agreement defines these levels of service.

Director: The Executive Director of Parks and Recreation or his designee.

Service: Any program, class, event, activity, sales or rental opportunity provided by the Department.

SECTION 3

PRICING POLICY GUIDELINES

I. DECISION TREE PRICING MODEL AND COST RECOVERY

Who benefits from a departmental service is the cornerstone for determining pricing. As services become more individualized, higher levels of cost recovery are assigned to the individual, community or group who benefits from a service. A Decision Tree Pricing Model has been selected to graphically depict this concept. The model, illustrated below, involves assigning services to varying levels based on the benefits each provides to the individual, community or group. As the level of benefit to the individual increases, so does the level of cost recovery for that service.

Four service levels have been defined, with each representing a higher level of individual benefit. Following the illustration, each service level is described along with its associated cost recovery policy. Examples of programs assigned to each service level are provided as a reference.

Parks and Recreation Pricing Policy Decision Matrix

	Service Level 1	Service Level 2	Service Level 3	Service Level 4
Who Benefits	Entire Community	Primarily the Community but also the individual	Primarily the Individual but also the Community	The Individual Only
Type of Service	Public	Public/Private	Public/Private	Private
Appropriate funding/pricing method	Tax Supported	Partially Tax and Fee Supported	Fee Supported	Market Based Fee Supported
Cost Recovered	None	A % of direct operating Costs	The majority of direct costs and potentially some indirect costs	All costs recovered at market rate

Service Level 1 - Basic Services, Parks and Facilities

Services include operation and maintenance of parks, open space, trails, greenways, playgrounds, non-reservation amenities and overall department administrative activities. These services primarily serve individuals and small groups through non-reserved, or non-consumptive recreation activities. They typically are not offered by the private sector. These services are typically offered without a charge for use, or a very minimal fee may be charged. In cases when a fee is charged, the goal is not to recover a significant portion of direct operating cost, but to minimally control access for facilities that have a limited capacity.

No cost recovery goal is associated with these functions. These services are provided to the community with funds derived from general fund tax dollars.

These activities include but are not limited to:

- Parks maintenance
- Playgrounds
- Unsupervised outdoor play courts (basketball, tennis)
- Picnic areas (unreserved)
- Off leash dog areas
- Bike/Walking paths
- Overall departmental administrative activities
- Swimming pool entry
- Gym entry

Service Level 2 - Community/Individual Benefit

Services include basic recreation programs, activities and events which utilize parks, recreation facilities and other Department spaces, providing benefits to the entire community or a large group, as well as the individuals served. They are available to all, however, space, time, consumptive use, cost of supplies and other factors may limit or preclude participation. Due to these limitations and especially to “cost of supply” circumstances, these services have been designed to recover a portion of direct and indirect costs. On occasion the private sector, in particular non-profits, may offer some of these services.

Community/Individual Benefit programs and facility uses are expected to recover a percentage of direct costs from user fees, sponsorships and grants. The recovery percentage goal (or city subsidy) varies by program but is typically around 50%. Supplemental funding is provided from general fund tax dollars.

These activities include but are not limited to:

- Basic senior recreation programs
- Basic youth recreation programs

Service Level 3 - Individual Benefit

These services are defined as those activities/processes for which benefits accrue almost entirely to the individual, group or organizational participant/consumer. They may be available to the entire City population or beyond, but substantial limitations on space, time, consumptive use and cost have the effect of restricting use. The private sector may supply these services or they may be provided through public/private partnerships. Due to “cost of supply” factors, these services may be required to recover the full cost of service. Fees are often established based on the appropriate local market demand.

Individual Benefit programs and facility uses are expected to recover up to 75% of direct costs. Limited supplemental funding is provided from general fund tax dollars.

These activities include but are not limited to:

- Reserved park and facility spaces (e.g. ballfields, meeting rooms, gymnasiums)
- Leisure classes and higher level instructional activities
- Adult sports leagues

Service Level 4 - Highly Individual and Enterprise

These services are defined as those activities/processes for which benefits accrue entirely to the individual, group or organizational participant/consumer, including private commercial uses. Fees are based on the full cost of service and in consideration of local market demand.

Fees and charges for these services are expected to recover the full cost of operations. Enterprise services are also expected to recover capital improvement, depreciation, debt service costs and may make a profit.

Examples include but are not limited to:

- Commercial use of rentable spaces or facilities
- Concessions activities
- Advanced level leisure class workshops

SECTION 4

PRICING ADJUSTMENTS

The following adjustments may be considered when determining fees and charges for services.

I. SPECIAL GROUPS:

Non-City Residents: Because many non-City of Starkville residents use department facilities and services and do not pay the same taxes as City residents, differential non-City resident rates may be utilized. In general, fees and charges for non-City residents shall recover up to 100% of a service's direct cost and an additional 50% for that service's indirect costs. Proof of residency and age may be required at the time of registration.

Senior Citizens: Due to the fixed income of many residents sixty-two (62) years of age and over, the department may establish senior adult fees. When offered, discounts will typically be 25% off the adult rate. **Youth:** Reduced fees may be established for youth seventeen (17) years of age or younger. When offered, discounts will typically be 50% off the adult rate, unless otherwise noted.

II. PRIME TIME RATES

Fees and charges may be increased during prime times of the day, week, month or year. Prime time pricing is used to:

- Control or limit use during periods of high demand or potential overuse, and
- Encourage use during periods of low demand or under use.

Examples of this include the different rates for pavilion rental fees. Higher fees are charged on weekends due to the increased demand for these facilities.

Generally, for other than highly individual and enterprise services, the increases shall not exceed the direct and indirect cost of providing services.

III. PASSES

Passes may be offered for various facilities, amenities within facilities or for other services. Duration of passes may vary, extending up to a maximum of one year. Passes will be offered to provide a higher level of convenience to repeat users, reduce the cost of fee collection and provide discounts to encourage extended use.

IV. DISCOUNT PROGRAM

The Department recognizes that individuals and families may be unable to financially afford fee-based services but still desire the opportunity to experience a broad spectrum of leisure activities. To ensure fee-based leisure opportunities are available to all, a Discount Program will be offered for City of Starkville residents only. Non-City residents are ineligible for the program.

Discounts are available for recreation programs, center use passes, pool passes and all activities and functions identified in Service Levels 1 and 2 in the Decision Tree Pricing Model. Discounts are not available for facility or equipment rental fees, permits, adult sports leagues, daily admission fees and those activities and functions identified in Service Levels 3 and 4 in the Decision Tree Pricing Model.

Discounts are based on household income and family size consistent with federal government income guidelines. That information is available at this link - <https://aspe.hhs.gov/poverty-guidelines>. A discount of 50% is available for those participants who qualify. The discount amount is deducted from the fee to determine the amount the participant pays. To receive a discount, individuals must apply for a discount through the Parks and Recreation Department.

Full waiver of fees is not permitted under this program. Participants are required to pay at least 50% of the program/service fee. This “minimum investment” is intended to encourage a commitment by the participant to attend the program.

V. FACILITY RENTAL FEE REDUCTION

The City of Starkville Parks and Recreation Department owns and operates facilities for the benefit of citizens and the community as a whole. In order to promote a sense of community, and to encourage programs and events to be held that make up for gaps in the Parks and Recreation Department’s programming, fee reductions or waivers may be granted. Only organizations that have non-profit status with the Mississippi Secretary of State will be considered for fee reduction or waiver. Individuals are not eligible. Interested and eligible organizations must apply through the Parks and Recreation Department.

Any request for a fee waiver or reduction that exceeds \$400 in value will be submitted to the Board of Aldermen for approval.

SECTION 5

I. DETERMINING FEES AND CHARGES

During the annual budget process, fees and charges will be recommended by department staff, and submitted to the Mayor and Board of Aldermen for review and approval.

The fee determinant process will consider staffing, cost of material and supplies, facility expenses, anticipated participation and market or demographic variables as described in Section 4, Pricing Adjustments.

Fees and charges will be determined through the following process:

1. Determine the direct and indirect costs of providing the service.
2. Determine the appropriate Service Level classification (Section 3) and calculate the fees or charges using the appropriate cost recovery guideline.
3. If warranted, make adjustments to the fee or charge as outlined in Section 4.
4. Identify the market rate or current fee being charged for similar services. This evaluation is conducted to ensure the recommended fees do not significantly vary from the rates being charged by other entities for similar services.
5. Consider inflationary factors for services.
6. Consider any budgetary mandates that may affect the fee/charge setting process.
7. Develop a proposed schedule of fees and charges for review and approval. For ease of handling money, rates will be rounded to the nearest half-dollar for amounts under \$10, and to the nearest dollar for amounts in excess of \$10.

SECTION 6

I. OTHER REVENUE SOURCES

CONTRACTUAL OR VENDOR PERMIT REVENUES

The department is authorized to issue concessionaire or vendor permits to qualified individuals, groups and businesses. The purpose of these permits is to enhance park visitor enjoyment when using department facilities and to generate revenue for the department. Permits may be issued for the following goods and services:

1. Food and beverages
2. Certain amusement equipment and inflatable apparatus as approved by the Parks and Recreation Department.
3. Other goods and services as approved by the Director of Parks and Recreation.

GRANTS

Professional staff of the department may investigate the possibilities of securing a grant or outside funding sources for department facilities and programs. All department grant applications must be reviewed and approved by the Board of Aldermen.

MANAGEMENT AGREEMENTS

Management Agreements are negotiated and awarded for the complete operation of a special facility. This type of agreement is instituted when departmental operation(s) of the facility is either cost prohibitive or is not cost-effective; or when the operation(s) require a level of expertise beyond the capabilities of departmental staff. Concession stands are examples of this form of operation. The department receives a percentage of the gross receipts and/or a minimum rental rate. The length of terms and conditions of renewal may vary.

SPONSORSHIPS

Staff pursues corporate and other sponsorships of events, programs and facilities on an on-going basis. These arrangements may involve the donation of funds, volunteer time, equipment, supplies, services or labor by the corporate sponsor in return for name recognition of that sponsor's contribution and involvement. All sponsorships must abide by the city's sponsor policy.

The decision of whether or not to enter into a sponsorship agreement shall always depend on the City's philosophy, leisure needs of the community and the best interests of the City. Generally, sponsorships will be solicited through established programs or campaigns. Major individual, nonrecurring, or "one-time" sponsorships, such as the title sponsorship for an event or facility, will be reviewed and approved by the Director of Parks and Recreation and, if applicable, forwarded to the Parks and Recreation Commission and/or the Mayor and Board of Aldermen for review/approval.

SECTION 7

List of City of Starkville Programs and Fee Schedule

	Service Level	Cost Recovery Goal	Fee
Line Dancing	1	0	0
Toddler Time	1	0	0
Pickleball	1	0	0 or \$3
Pool Entry	1	0	\$3 or \$5 daily, \$35 for individual season pass, \$80 for family season pass
Travis Outlaw Center Daily Entry	1	0	\$3 (17 and under) or \$5 (18 and up)
Travis Outlaw Center Monthly Entry	1	0	\$30 (17 and under)* or \$40 (18 and up)*
Travis Outlaw Center Racquetball Monthly Entry	1	0	\$20
Travis Outlaw Center Annual Membership (covers gym entry and racquetball)	1	0	\$100 (racquetball only)* Basketball and Racquetball: \$200 (17 and under)* or \$250 (18 and up)*
Summer Arts and Crafts	2	50%	\$20
Homeschool Crafts	2	50%	\$5
Youth Basketball	2	50%	\$50
Youth Flag Football	2	50%	\$50
Youth Kickball	2	50%	\$30
Swim Lessons	2	50%	\$45
Youth Softball	2	50%	\$50
Youth Baseball	2	50%	\$85
Adult Flag Football	3	75%	\$250
Adult Basketball	3	75%	\$250
Adult Kickball	3	75%	\$100
Adult Softball	3	75%	\$400
Facility Rentals	3 or 4	75% or more	Various – approved by Board of Alderman in Facility Rental Agreement

PARKS AND RECREATION DEPARTMENT

CRITERIA FOR REDUCED FACILITY RENTAL FEE

There may be other factors taken into consideration in determining whether or not an event is appropriate for a reduction in facility rental fees. All policies in the City of Starkville Sponsor Policy must be followed.

Due to weather, infrastructure requirements, repairs to park property and utilities, participant behavior, and other considerations of safety for persons, property and good public order, Parks and Recreation Department support may require additional conditions, dates, locations or time limitations. Items considered in the review process include, but are not limited to the follow criteria:

Name of Event: _____

Date(s) of Event: _____

Yes	No	REQUIRED CRITERIA
		Does the City have adequate funds and resources to consider sponsorship/support?
		Is the event in line with the mission statements, goals and the organizational philosophies of the City of Starkville and the Starkville Parks and Recreation Department?
		Does the applicant operate locally or have a local impact?
		Has the sponsored organization provided proof that it is a non-profit 501(c)(3) organization or is recognized by the State of Mississippi as a non-profit organization?
		Is the event of general interest or relevance to City residents and the general public?
		Do a Minimum of 40% of the Funds raised directly benefit the Starkville Community?
Yes	No	OTHER CRITERIA TO CONSIDER
		Has the applicant completed and complied with the application process?
		Has the applicant demonstrated a need for City support?
		Is there a history of City support for the special event or similar events?
		Is the event reasonably NOT likely to cause injury to persons or property, create a disturbance, cause disorderly conduct, encourage or result in a violation of the law or to interfere with vehicular traffic in the area?
		Will the event generate positive media exposure for the community as determined by the City?
		Does NO conflict exist with the requested event and other approved or previously scheduled events?
		Are the requested support facilities adequate and compatible for the special event with the support including, but not limited to, parking, restrooms, refuse collection, sanitation and lighting?
		Will the event NOT cause a strain on City resources, including funding, facilities and personnel?
		Will the event NOT unreasonably interrupt the provision of City facilities, events, programs and services, including whether the event will affect the ability of a City park to remain open to users?



City of Starkville Parks and Recreation Department

Application for Reduced Facility Rental Fee

Per the City of Starkville Parks and Recreation Department Revenue Policy, Section 4. V. – Facility Rental Fee Reduction/Waiver, the City of Starkville Parks and Recreation Department owns and operates facilities for the benefit of citizens and the community as a whole. In order to promote a sense of community, and to encourage programs and events to be held that make up for gaps in the Parks and Recreation Department's programming, fee reductions or waivers may be granted. Only organizations that are official 501 (C) (3) organizations or those that have non-profit status with the Mississippi Secretary of State will be considered for fee reduction or waiver. Individuals are not eligible. Interested and eligible organizations must apply through the Parks and Recreation Department. Any request for a fee waiver or reduction that exceeds \$400 in value will be submitted to the Board of Aldermen for approval.

Events that require a Special Event permit from the City of Starkville make requests for in-kind services as part of that application process, and not this application for a reduced facility rental fee. Any events required to obtain a Special Event permit must contact the City of Starkville Planning Division at 662-323-2525.

The Starkville Parks and Recreation Department shall provide a complete review of all applications, including consultation with the applicants as may be reasonably necessary to resolve questions, at no charge to applicants. Applicants requesting support for events (which are extensive in nature) must provide a site plan of the event. Applicants whose events involve an entry fee, ticket, gate fee or any other exchange of funds by participants, spectators or sponsors are required to submit, with their application, a profit and loss estimate statement for the event. The Starkville Parks and Recreation Department shall approve or deny the request and establish the level of Starkville Parks and Recreation Department support and level of reimbursement required from the applicant for the program or event.

Events may be disapproved or cancelled at the sole discretion of the City due to weather, infrastructure requirements, and repairs to park property and utilities, participant behavior, and other considerations of safety for persons, property and good public order. For the same reasons, City support may require additional conditions, dates, location or time limitations.

Sponsorship/Support

If support for an event is approved the Starkville Parks and Recreation Department reserves the right to be listed as a sponsor of the event at the level of sponsorship determined by the value of the in-kind support as compared to other sponsors of the activity or event. The Starkville Parks and Recreation Department logo is to be included on all printed materials and all visual advertising if required by the Department. The Starkville Parks and Recreation Department logo will be provided in the appropriate format. All sponsorships must comply with the City of Starkville Sponsor Policy.

Next Steps

All applicants will receive notification of approval or denial of their request in as timely a manner as possible. The City of Starkville Parks and Recreation Department will review the information included in this application, evaluate all information for qualification for reduced fees via a criteria worksheet, and issue a decision. The Executive Director of Parks and Recreation and Mayor will sign the criteria worksheet and return to the applicant for their records.



City of Starkville Parks and Recreation Department

Application for Reduced Facility Rental Fee

Event Information

Event Name: _____

Event Date(s) and Hours:

Event Location:

List all activities associated with this program or event (include an event logistics plan and a clean-up plan; attach additional sheets as necessary):

Type of Event (check one): ☐ City Operated/Sponsored Event ☐ City Co-sponsored Event

☐ Non-Profit Event ☐ For Profit Event ☐ Private Event ☐ Other: _____

Event Purpose/Mission:

Estimated Attendance: _____

Estimated set up time and date: _____

Sponsoring Organization Information

Legal Business Name: _____

Tax ID Number: _____

Mailing Address: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Contact Person on the Day of the Event/Program: _____

Phone Number(s): _____

List of all Sponsors Associated with this Event:

Support Information

Exactly what type of support are you requesting? (Explain in detail below: labor, facilities, equipment, supplies, waiver of facility reservation fees,) Attach additional sheets as necessary.

What type of advertising will be used to promote this program/event?

Where has this program/event been held in the past?

Year: _____ Location: _____

Year: _____ Location: _____

By signature below applicant acknowledges having read, understood and agreeing to abide by the City of Starkville Sponsorship Policy, dated _____.

Applicant Signature: _____ Date: _____

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

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

41. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to enter Executive Session for the purpose of a personnel issue as related to an employee grievance in the fire department and discussion of potential property acquisition on South Washington Street. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of a personnel issue as related to an employee grievance in the fire department and discussion of potential property acquisition on South Washington Street. At this time, the Board entered Executive Session.

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

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

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

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

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

43. MOTION TO DENY A GREIVANCE.

Alderman Sistrunk offered a motion to deny the grievance of Starkville Fire Department employee Chance Cummings. Alderman Beatty seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

44. CONSIDERATION TO HIRE A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

Resuming in open session, Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion to hire Clarence Parks as the Training Chief in the Starkville Fire Department. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

45. MOTION TO RECESS UNTIL JULY 16, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until July 16, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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

(SEAL)

LESA HARDIN, CITY CLERK



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

AGENDA ITEM: MINUTES
AGENDA DATE: 8-6-19
PAGE: 1 of 36

SUBJECT: Request approval of the minutes of the July 18, 2019 Special Call 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 July 18, 2019 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE SPECIAL CALLED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JULY 18, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Special Called Meeting on July 18, 2019 at 6:00 p.m. in the main upstairs courtroom of the Oktibbeha County Chancery Courthouse located at 101 East Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jason Walker and Hamp Beatty. Alderman David Little attended telephonically. Absent: Carver, Perkins and Vaughn. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting.

This meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13. Copies of both notices are attached hereto.

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

**A SPECIAL CALLED MEETING OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
TO BE HELD
THURSDAY, JULY 18, 2019 AT 6:00 PM**

**IN THE MAIN UPSTAIRS COURTROOM OF
THE OKTIBBEHA COUNTY CHANCERY COURTHOUSE
LOCATED AT 101 EAST MAIN STREET**

The specific subject of the meeting is as follows:

**DISCUSSION OF ECONOMIC DEVELOPMENT OPPORTUNITIES AND
STATUS REPORT WITH LINK STAFF**

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

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

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A. Perkins	Voted: Absent

Alderman Henry Vaughn, Sr. Voted: Absent

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

2. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Walker offered a motion to enter Executive Session for the purpose of the transaction of business and discussion or negotiations regarding the location, relocation or expansion of a business or an industry.

Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of the transaction of business and discussion or negotiations regarding the location, relocation or expansion of a business or an industry.

At this time, the Board entered Executive Session.

3. MOTION TO APPROVE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE (1) AUTHORIZING ACCEPTANCE AND RECORDING OF A REPLACEMENT DEED MEMORIALIZING THE 1963 CONVEYANCE TO THE CITY OF STARKVILLE, MISSISSIPPI, OF CERTAIN REAL PROPERTY LOCATED AT 601 HIGHWAY 12 EAST, STARKVILLE, MISSISSIPPI 39759, (2) APPROVING AND AUTHORIZING THE CONVEYANCE OF SUCH REAL PROPERTY TO GARAN MANUFACTURING CORP. OR ITS PERMITTED ASSIGNEE PURSUANT TO AN EXISTING LEASE AND PURCHASE OPTION; AND (3) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY PURCHASE AND SALE AGREEMENT & MEMORANDUM OF UNDERSTANDING WITH GARAN MANUFACTURING CORP., OKTIBBEHA COUNTY, MISSISSIPPI, AND THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY.

Alderman Walker offered a motion to approve the Resolution Of The Mayor And Board Of Aldermen Of The City Of Starkville (1) Authorizing Acceptance And Recording Of A Replacement Deed Memorializing The 1963 Conveyance To The City Of Starkville, Mississippi, Of Certain Real Property Located At 601 Highway 12 East, Starkville, Mississippi 39759, (2) Approving And Authorizing The Conveyance Of Such Real Property To Garan Manufacturing Corp. Or Its Permitted Assignee Pursuant To An Existing Lease And Purchase Option; And (3) Approving And Authorizing The Execution And Delivery Of A Real Property Purchase And Sale Agreement & Memorandum Of Understanding With Garan Manufacturing Corp., Oktibbeha County, Mississippi, And The Oktibbeha County Economic Development Authority.

Alderman Sistrunk seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent

Alderman Henry Vaughn, Sr. Voted: Absent

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

Later during Executive Session the phone signal with Alderman David Little was lost. The meeting ended due to lack of a quorum. The Mayor invited the public back in and announced that the meeting had terminated due to lack of a quorum.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE
(1) AUTHORIZING ACCEPTANCE AND RECORDING OF A REPLACEMENT DEED MEMORIALIZING THE 1963 CONVEYANCE TO THE CITY OF STARKVILLE, MISSISSIPPI, OF CERTAIN REAL PROPERTY LOCATED AT 601 HIGHWAY 12 EAST, STARKVILLE, MISSISSIPPI 39759, (2) APPROVING AND AUTHORIZING THE CONVEYANCE OF SUCH REAL PROPERTY TO GARAN MANUFACTURING CORP. OR ITS PERMITTED ASSIGNEE PURSUANT TO AN EXISTING LEASE AND PURCHASE OPTION; AND (3) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY PURCHASE AND SALE AGREEMENT & MEMORANDUM OF UNDERSTANDING WITH GARAN MANUFACTURING CORP., OKTIBBEHA COUNTY, MISSISSIPPI, AND THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY.

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

1. WHEREAS, in January, 1960, the real property described on **Exhibit "A"** attached hereto (the "HWY 12 Parcel") was conveyed to Oktibbeha County, Mississippi (the "County") as part of the conveyance thereto of larger tract of real property;

2. WHEREAS, the HWY 12 Parcel is depicted on the County tax map as Parcel No. 102F-00-053.00 and is situated at 601 Highway 12 East, Starkville, Mississippi 39759;

3. WHEREAS, on April 17, 1963, the City approved and entered into a Contract with Garan Incorporated, a Virginia corporation (the "1963 Contract"), pursuant to which the City agreed to acquire the 1963 Parcel from the County and erect thereon a new building and other improvement for such company using the proceeds of general obligation industrial revenue bonds in the principal of amount of \$400,000 (the "1963 Bonds") to be issued pursuant to then Sections 8936 through 8938-09 of the Mississippi Code of 1942, as then amended, and other then applicable State laws;

4. WHEREAS, pursuant to the 1963 Contract, the City further agreed to lease the 1963 Parcel to Garan Incorporated following the issuance thereby of the 1963 Bonds, the acquisition of the 1963 Parcel and the construction thereon of the new building and other improvements specified in the 1963 Contract (collectively, the "HWY 12 Building," and together with the HWY 12 Parcel, the "HWY 12 Property");

5. WHEREAS, on October 1, 1963, the City issued and sold the 1963 Bonds, the proceeds of which were, based upon all currently available evidence, used to acquire the HWY 12 Parcel and were further used to construct the HWY 12 Building for lease and use by Garan Incorporated;

6. WHEREAS, following the 1963 Bond issuance, the City commenced, and over the course of the succeeding twelve (12) months, completed the HWY 12 Building and Garan Incorporated took possession thereof and began conducting commercial operations on the HWY 12 Property under the lease provisions of the 1963 Contract, pursuant to which Garan Incorporated agreed to pay rent in annual amounts sufficient to pay all payments of principal and interest due on the 1963 Bonds;

7. WHEREAS, Garan Incorporated subsequently assigned the 1963 Contract to its affiliate, Starkville, Inc., a New York corporation, which subsequently changed its name to Garan Industries, Inc.;

8. WHEREAS, in 1990, Garan Industries, Inc. assigned the 1963 Contract to Garan Manufacturing Corp., a Delaware corporation (the "Company");

9. WHEREAS, although the 1963 Bonds matured and were paid in full several years ago, the Company continues to lease the HWY 12 Property from the City in accordance with the 1963 Contract, as the same has been amended from time (the "Lease");

10. WHEREAS, due to the age and other design elements of the HWY 12 Building, such facility is no longer suitable for use by the Company for all of the purposes intended thereby;

11. WHEREAS, pursuant to the terms of the Lease, and the Company having made all of the payments required by the Company to the City in accordance therewith, the Company has the contractual right, and has duly notified the City of its election to exercise such right, to purchase the HWY 12 Property from the City (the "Purchase Option");

12. WHEREAS, in reviewing the County land records in connection with the exercise by the Company of its Purchase Option, the original deed from the County conveying the HWY 12 Parcel to the City in late 1963 could not be found although such deed is believed to have been executed and delivered by the County, and submitted to the Office of the Chancery Clerk of the County, at such time; provided, however, in 1962, a fire in the County courthouse required substantial reconstruction thereof in 1963 and, as a result, deeds recorded in 1963 had to be filed at another location which may have contributed the loss or destruction of said deed conveying the HWY 12 Parcel from the County to the City (the "1963 Deed");

13. WHEREAS, in any event, the City could and would not have commenced and completed the construction of the HWY 12 Building in late 1963 through 1964 unless it first acquired the HWY 12 Parcel as contemplated in the 1963 Contract;

14. WHEREAS, the HWY 12 Parcel was further depicted on the "Michael Baker" 1973 official map of the City as being owned by the City, and the HWY 12 Parcel has been consistently shown on the County tax map for years as being owned by the City;

15. WHEREAS, notwithstanding the loss or destruction of the 1963 Deed, the County intended to convey, and appears to have conveyed, the HWY 12 Parcel to the City in late 1963, as contemplated by the 1963 Contract and based upon all other evidence now available to the City and the County, and a replacement deed should now be properly executed and delivered by the County to the City, and properly recorded in the County land records to memorialize the 1963 conveyance by the County to the City of the HWY 12 Parcel (a "Replacement Deed");

16. WHEREAS, the Board now finds and determines that it would be in the best interest of the City to approve and authorize the acceptance of a Replacement Deed from the County, and upon receipt thereof, to properly record said Replacement Deed in the County land records;

17. WHEREAS, the Company has now entered into a binding contract with Starkville 12, LLC, a Mississippi limited liability company (the "Commercial Developer") pursuant to which the Company has agreed to exercise its Purchase Option and either (i) acquire the HWY 12 Property pursuant to such Purchase Option and then sell the HWY 12 Property to the Commercial Developer, or (ii) assign to the Commercial Developer its rights to acquire the HWY 12 Property, and thereafter the Commercial Developer will acquire the same from the City pursuant to the Purchase Option;

18. WHEREAS, as a result of the acquisition of the HWY 12 Property by the Company or the Commercial Developer, such property shall become subject to full County, City and school-related ad valorem taxes following such conveyance, and if developed for retail purposes, the HWY 12 Property shall be further capable of generating new sales tax revenues for the City;

19. WHEREAS, the Board now finds and determines that it would be in the best interest of the City to, upon receipt and recording in the County land records of a Replacement Deed to memorialize the 1963 conveyance by the County to the City of the HWY 12 Parcel, (i) convey the HWY 12 Property to the Company by special warranty deed pursuant to such Purchase Option, or (ii) consent to the assignment by the Company to the Commercial Developer of the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option, and upon such assignment to convey to the Commercial Developer by special warranty deed the HWY 12 Property pursuant to such Purchase Option; provided, however, that such consent to assignment is limited to only an assignment by the Company to the Commercial Developer of the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option and shall not be deemed to constitute consent to an assignment of the Lease to the Commercial Developer;

20. WHEREAS, in connection with its planned purchase and sale to the Commercial Developer of the HWY 12 Property pursuant to the Purchase Option or, alternatively, its assignment to the Commercial Developer of its rights to acquire the HWY 12 Property, and thereafter the acquisition by the Commercial Developer of the same from the City pursuant to the Purchase Option, the Company has been seeking a desirable location within and outside of the State upon which to construct, develop and operate a new regional corporate headquarters and product design and testing facility (the "Project", which will replace its operations on the HWY 12 Property), which is expected to result in the continued, long-term maintenance of at least seventy-five (75) jobs and is expected to result in a Capital Investment (as defined below) made or caused to be made by the Company of at least Three Million Dollars (\$3,000,000);

21. WHEREAS, in coordination with the County and OCEDA, the City has funded, acquired and developed, and continues to fund and develop, the new NorthStar Industrial Park in the City, pursuant to the applicable laws of the State, including but not limited to Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended (the "Code");

22. WHEREAS, the City recognizes that the Company could locate the Project in other cities or counties, or in other states, and desires to encourage the Company to locate the Project in the City and the County for the benefit of the citizens thereof, and has made specific proposals to the Company for the purpose of inducing the Company to locate the Project within the new NorthStar Industrial Park pursuant to the terms and conditions set forth in the Real Property Purchase and Sale Agreement & Memorandum of Understanding attached hereto as **Exhibit "B"** (the "MOU");

23. WHEREAS, the Company has indicated its desire to locate the Project within the new NorthStar Industrial Park pursuant to the terms and conditions set forth in the MOU; and

24. WHEREAS, the Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution and delivery of the MOU and the performance by the City of its obligations set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. Acceptance of a Replacement Deed. The acceptance of a Replacement Deed to memorialize the 1963 conveyance by the County to the City of the HWY 12 Parcel is hereby approved, and upon receipt thereof, any of the Mayor, the Clerk of the Board or the attorneys and/or other agents or employees of the County are hereby authorized to record the Replacement Deed in the land records of the County maintained by the Office of the Chancery Clerk of the County;

SECTION 2. Authorization of the Conveyance of HWY 12 Property and Consent to Limited Assignment. Receipt of proper notice from the Company to the City of the Company's election to exercise its right to purchase the HWY 12 Property from the City pursuant to the Lease and the Purchase Option set forth therein is hereby acknowledged. Subject to the receipt and recording of a Replacement Deed as described in Section 1 above, the conveyance of the HWY 12 Property to the Company by special warranty deed pursuant to such Purchase Option is hereby approved,; provided, however, to the extent that the Company desires to assign to the Commercial Developer the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option, the Board hereby consents to such assignment for said limited purpose, and the conveyance to the Commercial Developer by special warranty deed the HWY 12 Property pursuant to such Purchase Option is hereby approved subject to the receipt by the City of written evidence of such assignment duly executed by the Company and the Commercial Developer; provided, further, that such consent to assignment to the Commercial Developer is limited to only an assignment by the Company to the Commercial Developer of the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option and shall not be deemed to constitute consent to an assignment of the Lease to the Commercial Developer.

SECTION 3. Authorization of the MOU. The MOU is hereby approved, and the Mayor and the Clerk of the Board are authorized to execute and deliver such instrument under the seal of the City, for and on behalf of the City, in substantially the form attached hereto as **Exhibit "B"**, with such completions, changes, insertions and modifications as shall be approved by the Mayor and the attorney for the Board, the execution thereof by the Mayor to be conclusive evidence of such approval; all provisions of such instrument, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the MOU, the provisions of the MOU shall govern.

SECTION 2. Authority of Agents. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the Lease and the Purchase Option set forth therein with respect to the conveyance of the HWY 12 Property to the Company or the Commercial Developer, as applicable, and required of them or contemplated in the MOU, or which the Mayor, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes thereof or to enable the City to perform its obligations hereunder or thereunder.

SECTION 3. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

After discussion, Board member Jason Walker moved and Board member Sandra Sistrunk seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: absent
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman David Little	voted: aye
Alderman Jason Walker	voted: aye
Alderman Hamp Beatty	voted: aye
Vice-Mayor and Alderman Roy A. Perkins	voted: absent
Alderman Henry N. Vaughn, Sr.	voted: absent

The motion having received the affirmative vote of a majority of the Board members present,, the motion was declared passed by the Mayor on this the 18th day of July, 2019.

Lynn Spruill,
Mayor, City of Starkville

ATTEST:

Lesa Hardin,
City Clerk, City of Starkville

(SEAL)



Book:2019 Page:4763-4767
Deed
RCD: 07/19/2019 @01:12:47 PM
Okibbeha County, MS
Sharon Livingston Chancery Clerk

Document Type: Replacement Quit Claim Deed

PREPARED BY:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759
HRR: MSB#5641
RPF: MSB#10452
662-323-1912

RECORD & RETURN TO:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759

GRANTOR INFO
Okibbeha County, Mississippi
108 W. Main Street
Starkville, MS 39759
662-323-1520

GRANTEE INFO
City of Starkville, Mississippi
110 W. Main Street
Starkville, MS 39759
662-323-2525

L8861

INDEX AS: 10.1+/- ac, being all of Lot 1 in Block 80 of the Michael Baker, Jr.
Official Map of the City of Starkville, Mississippi, 1974 Edition
Starkville, Okibbeha County, Mississippi

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

**REPLACEMENT
QUIT CLAIM DEED**

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Oktibbeha County, Mississippi**; GRANTOR, does hereby convey and quit claim unto **City of Starkville, Mississippi**; GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

10.4+/- ac located in Section 4, Township 18 North, Range 14 East, Oktibbeha County, Mississippi as set forth and described on Exhibit "A" attached hereto. Being that same property previously acquired by the City of Starkville, Mississippi from Oktibbeha County, Mississippi and leased to Garan, Incorporated pursuant to a contract dated April 22, 1963 as subsequently amended with a final lease assignment vesting the leasehold interest in Garan Manufacturing Corp. by instrument dated November 1, 1990, filed for record on August 5, 1991 and recorded in Deed Book 779 at pages 432-438 in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

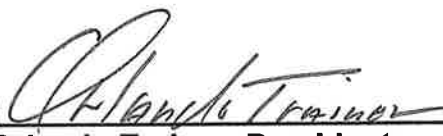
Less and except that portion of the leasehold property developed by the City of Starkville into Industrial Park Road leaving 10.1+/- under lease to Garan Manufacturing Corp..

This replacement quit claim deed has been generated for the purpose of recognizing the conveyance of the subject property to City of Starkville, Mississippi in or about 1963

with that deed apparently having been filed but not properly recorded or placed into an existing deed Book.

Executed this the 18th day of July, 2019.

Oktibbeha County, Mississippi

BY: 
Orlando Trainer, President

BY: 
**Sharon Livingston, Clerk of
The Board of Supervisors**

EXHIBIT A

1. Legal Description of Land Conveyed Under 1963 Lease:

A tract of land more particularly described as follows:

Commence at a point where the East boundary of the West Half of the West Half of the Southeast Quarter of Section 4, Township 18 North, Range 14 East intersects the South boundary of the Right of Way of Highway 12 and run thence West along the South Right of Way of Highway 12 a distance of 730 feet to the Point of Beginning of the property herein described; thence run in a Westerly direction along the South boundary of Mississippi Highway #12 a distance of 950 feet, more or less, to the Northeast corner of the Mississippi National Guard Armory property; thence run in a Southerly direction along the East boundary of the Mississippi National Guard Armory property a distance of 500 feet, more or less, to the North boundary of the Illinois Central Railroad Right of Way; thence run in a Northeasterly direction along the North boundary of the Illinois Central Railroad Right of Way a distance of 1000 feet, more or less, to a point 50 feet West of the Southwest corner of the Herschede Hall Clock Company property; thence run Northerly parallel to the West boundary of the Herschede Hall Clock Company property a distance of 625 feet to the point of beginning. All lying and being situated in Section 4, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, and containing 10.4 acres, more or less.

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

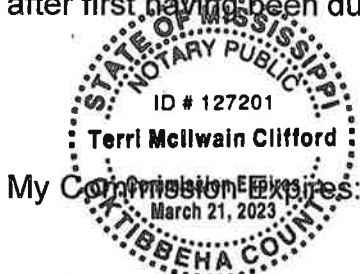
Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of July, 2019 within my jurisdiction, the within named Orlando Trainer, who acknowledged that he is the President of the Board of Supervisors of Oktibbeha County, Mississippi, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Sharon Livingston
NOTARY PUBLIC

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of July, 2019 within my jurisdiction, the within named Sharon Livingston, who acknowledged that she is the of the clerk of the Board of Supervisors of Oktibbeha County, Mississippi, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Terri McIlwain Clifford
NOTARY PUBLIC



EXHIBIT "A"

HWY 12 Parcel Description

That certain parcel of real property depicted on the County tax map as Parcel No. 102F-00-053.00 and situated at 601 Highway 12 East, Starkville, Mississippi 39759, being more particularly described as follows:

Commence at a point where the East boundary of the 'Nest Half of the West Half of the Southeast Quarter of Section 4, Township 18 North, Range 14 East intersects the South boundary of the Right of Way of Highway 12 and run thence West along the South Right of Way of Highway 12 a distance of 730 feet to the Point of Beginning of the property herein. described; thence run in a Westerly direction along the South boundary of Mississippi Highway 12 a distance of 950 feet, more or less, to the Northeast corner of the Mississippi National Guard Armory property; thence run in a Southerly direction along the East boundary of the Mississippi National Guard Armory property a distance of 500 feet, more or less, to the North boundary of the Illinois Central Railroad Right of Way; thence run in a Northeasterly direction along the North boundary of the Illinois Central Railroad Right of Way a distance of 1,000 feet, more or less, to a point 50 feet West of the Southwest corner of the Herschede Hall Clock Company property; thence run Northerly parallel to the West boundary of the Herschede Hall Clock Company property a distance of 625 feet to the point of beginning. All lying and being situated in Section 4, Township, 18 North, Range 14 East, Oktibbeha County, Mississippi, and containing 10.4 acres, more or less.

Less and except that portion of above described parcel developed by the City of Starkville into Industrial Park Road leaving 10.1 acres, more or less.

EXHIBIT "B"

MOU

(see attached)

**REAL PROPERTY PURCHASE & SALE AGREEMENT
& MEMORANDUM OF UNDERSTANDING**

This Real Property Purchase and Sale Agreement & Memorandum of Understanding (this "Agreement") is made and entered into by and among the Oktibbeha County Economic Development Authority (the "OCEDA"), Oktibbeha County, Mississippi (the "County"), the City of Starkville, Mississippi (the "City," and together with the County, the "Inducers") and Garan Manufacturing Corp., a Delaware corporation formerly organized under Virginia law, together with its successors and assigns permitted under this Agreement (the "Company," and together with the Inducers, the "Parties," and each a "Party") effective as of the date upon which this Agreement has been signed by authorized representatives of the last of the Parties hereto (the "Effective Date").

RECITALS

WHEREAS, the Inducers funded, acquired and developed, and continue to fund and develop, the new NorthStar Industrial Park in the City, pursuant to the applicable laws of the State of Mississippi (the "State"), including but not limited to Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended (the "Code");

WHEREAS, using the proceeds of general obligation bonds issued and sold by the City and the County in accordance with Code Section 57-64-1 *et seq.* and the other applicable public finance laws of the State (the "Bonds"), OCEDA acquired and is now the fee owner of the real property comprising the new NorthStar Industrial Park, which is situated beginning at the northwest corner of Highways 82 and 389 in the City;

WHEREAS, the Company, as tenant by assignment from Garan Industries, Inc., currently leases from the City the real property and building located thereon (the "Existing Building"), which is situated at 601 Highway 12 East, Starkville, Mississippi 39759 pursuant to a lease agreement, dated as of April 17, 1963, by and among the Company and the City, as such agreement has been amended from time to time (the "Lease");

WHEREAS, due to the age and other design elements of the Existing Building, such facility is not suitable for use by the Company for all of the purposes intended thereby;

WHEREAS, pursuant to the terms of the Lease, and the Company having made all of the payments required by the Company to the City in accordance therewith, the Company has the contractual right, and now desires, to purchase the Existing Building and the associated real property that it leases from the City (the "Purchase Option");

WHEREAS, the Company has entered into a binding contract with Starkville 12, LLC, a Mississippi limited liability company (the "Commercial Developer") pursuant to which the Company has agreed to exercise its Purchase Option and either (i) acquire the Existing Building and related real property pursuant to such Purchase Option and then sell the Existing Building and such associated real property to the Commercial Developer, or (ii) assign to the Commercial Developer its rights to acquire the Existing Building and related real property, and thereafter the Commercial Developer will acquire the same from the City pursuant to the Purchase Option;

WHEREAS, in connection with its planned purchase and sale to the Commercial Developer of the Existing Building pursuant to the Purchase Option or, alternatively, its assignment to the Commercial Developer of its rights to acquire the Existing Building and related real property, and thereafter the acquisition by the Commercial Developer of the same from the City pursuant to the Purchase Option, the Company has been seeking a desirable location within and outside of the State upon which to construct, develop and operate a new regional corporate headquarters and product design and testing facility (the "Project", which will replace the Existing Building), which is expected to result in the continued, long-term maintenance of at least seventy-five (75) jobs and is expected to require a Capital Investment (as defined below) be made or caused to be made by the Company of at least Three Million Dollars (\$3,000,000);

WHEREAS, the Inducers recognize that the Company could locate the Project (as defined below) in other cities, counties or in other states and want to encourage the Company to locate the Project in the City and the County for the benefit of the citizens thereof, and have made specific proposals to the Company for the purpose of inducing the Company to locate the Project at the Project Site (as defined herein); and

WHEREAS, the Company and the Inducers are desirous of having such proposals and inducements set forth in this valid, binding and enforceable agreement among them.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Specific Defined Terms. Except as otherwise defined herein, the following capitalized terms shall be defined as follows:

(a) "Affiliate" means any business entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Company; provided that for such purposes, the term "control" and its derivatives shall mean legal, beneficial or equitable ownership, directly or indirectly, of more than five percent (5%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

(b) "Agreement" shall have the meaning ascribed to such term in the Preamble hereof.

(c) "Applicable Accounting Rules" shall mean the accounting principles generally recognized as applicable to the Company and the Company's businesses and pursuant to which the Company regularly prepares and maintains its financial and accounting books and records and which specifically incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.

(d) "Business Day" shall mean any day that is not a Saturday, a Sunday or a day on which banking institutions in the State are authorized or required by law to close.

(e) "Capital Investment" shall mean any expenditures of the Company or any other Person, including any Affiliate of the Company, for the Project which can be capitalized under Applicable Accounting Rules, whether or not the Company, or its Affiliates, if applicable, elects to capitalize the same, as reflected in the Company's or such Affiliate's financial statements, including, but not limited to, all costs associated with the acquisition, installation and/or construction of, or capital leasehold interest in, any buildings and other real property improvements, fixtures, equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs and any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for or services to repair, any of the foregoing.

(f) "Cash Purchase Price" shall have the meaning ascribed to such term in Section 4.01(b).

(g) "Closing" shall have the meaning ascribed to such term in Section 5.09.

(h) "Commercial Developer" shall have the meaning ascribed to such term in the Recitals hereof.

(i) "Company" shall have the meaning ascribed to such term in the Preamble hereof.

(j) "County" shall have the meaning ascribed to such term in the Preamble hereof.

(k) "Existing Building" shall have the meaning ascribed to such term in the Recitals hereof.

(l) "Existing Building Transfer" shall have the date that the Company closes the sale of, and conveys, the Existing Building to the Commercial Developer, as described in the Recitals hereof, which date shall be on or before December 31, 2019.

(m) "Force Majeure" shall mean any of the following: (i) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, tornados and other such extreme weather events); (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo; (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war; (iv) riots, commotion, or other disorder; (v) acts or threats of terrorism.

(n) "Inducers" shall have the meaning ascribed to such term in the Preamble hereof.

(o) "Investment Commitment" shall have the meaning ascribed to such term in Section 3.02(a).

(p) "Jobs Commitment" shall have the meaning ascribed to such term in Section 3.02(b).

(q) "Lease" shall have the meaning ascribed to such term in the Recitals hereof.

(r) "Parties" shall have the meaning ascribed to such term in the Preamble hereof.

(s) "Permitted Assignee" shall mean any Affiliate, any lender or mortgagee to the Company or any Affiliate that provides one or more loans to fund all or a portion of the Project, any other Person to whom all or substantially all of the assets comprising the Project (as existing at that time) are sold or transferred, or any Person (other than an individual) formed by the Company or any Affiliate thereof that will proceed with the development of the Project, regardless of the percentage ownership interest (if any at all) that the Company or any Affiliate thereof may have in such Person.

(t) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

(u) "Project" shall mean a new regional corporate headquarters and product design and testing facility that will be comprised of an approximately 25,000 – 30,000 sq.ft. facility, and which is expected to result in (i) an aggregate Capital Investment in the City and the County by the Company or any other Person, including any Affiliate thereof, of not less than Three Million Dollars (\$3,000,000) from sources other than funds provided by any Inducer, (ii) the relocation to the Project Site from the Existing Building, and maintenance on the Project Site, of at least seventy-five (75) jobs with an average annual compensation (*i.e.*, salary/wages, overtime pay, payroll taxes, bonuses and all fringe benefits such as health insurance) per job equal to or greater than Sixty Thousand Dollars (\$60,000.00) (or an aggregate of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) for 75 jobs); provided that, if the number of jobs maintained on the Project Site by the Company or any Affiliate thereof exceeds seventy-five (75), the Company shall have the right to designate which jobs shall be used in the average annual compensation calculation described herein.

(v) "Project Commencement Date" shall mean the date that OCEDA conveys the Project Site to the Company by Special Warranty Deed in accordance with this Agreement, which date the parties hereto intend to coincide with the Existing Building Transfer in accordance with Section 5.09, and which shall occur no later than December 31, 2019.

(w) "Project Commitments" means collectively the Jobs Commitment and the Investment Commitment.

(x) "Project Site" shall mean the parcel(s) of real property described on **Exhibit "A"** attached hereto and incorporated herein by reference.

(y) "Purchase Price" shall have the meaning ascribed to such term in Section 4.01(b).

(z) "Special Warranty Deed" shall have the meaning ascribed to such term in Section 4.01(a).

(aa) "State" shall have the meaning ascribed to such term in the Preamble hereof.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "asset" and "property" shall be construed to have the same meaning and effect. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time may be amended, supplemented, restated, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements, amendments or restatements or other modifications set forth in any such document), (b) any reference herein to any person shall be construed to include such person's permitted successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits, Schedules and Annexes shall be construed to refer to Articles and Sections of, and Exhibits, Schedules and Annexes to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing, interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. All references to "days" shall be construed to mean calendar days unless otherwise specified.

ARTICLE II GENERAL OBLIGATIONS OF THE PARTIES

Section 2.01 Company's Commitment. For and in consideration of the commitments of each of the Inducers as expressed herein, the Company agrees to locate the Project on the Project Site, and to perform its other commitments stated herein.

Section 2.02 Inducers' Commitments. For and in consideration of the commitments of the Company as expressed herein, the Inducers each agree to perform their respective commitments stated herein.

ARTICLE III THE COMPANY'S COMMITMENTS

Section 3.01 Location of Project. The Company acknowledges and agrees that the Project will be located on the Project Site.

Section 3.02 Project Commitments. The Company hereby agrees, warrants and commits that the Project will result in the following:

(a) a Capital Investment in the Project on the Project Site by the Company and/or any other Person, including any Affiliate, from any source or combination of sources, excluding any funds contributed by the

Inducers, in accordance with this Agreement, of not less than Three Million Dollars (\$3,000,000) by no later than the second annual anniversary of the Project Commencement Date (the "Investment Commitment"); and

(b) the relocation from the Existing Building to the Project Site, and thereafter the maintenance on the Project Site by the Company for a period of five (5) consecutive years, of not less than seventy-five (75) jobs, for which the average annual compensation (*i.e.*, salary/wages, overtime pay, payroll taxes, bonuses and all fringe benefits such as health insurance) per job that is equal to or greater than Sixty Thousand Dollars (\$60,000.00) (or an aggregate of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) for 75 jobs), with such maintenance period commencing no later than the second annual anniversary of the Project Commencement Date (the "Jobs Commitment"), provided that, if the number of jobs maintained on the Project Site exceeds seventy-five (75), the Company shall have the right to designate, which jobs shall be used in the average annual compensation calculation described herein. The Parties hereby agree that such jobs relocated and maintained in satisfaction of the Jobs Commitment may be direct employees of the Company and/or any Affiliate thereof provided that such jobs are located on the Project Site in connection with the Project.

Section 3.03 Legal Compliance. The Company agrees to comply in all material respects with all federal, State and local laws related to the Project.

ARTICLE IV THE INDUCER COMMITMENTS

Section 4.01 The Project Site.

(a) *Conveyance.* Subject to the terms and conditions of this Agreement, OCEDA hereby agrees to convey the Project Site to the Company by executing and delivering to the Company at the Closing (as defined herein) a recordable special warranty deed conveying good and marketable fee simple title to (i) the Project Site, and (ii) all easements and rights-of-way appurtenant to the Project Site, free of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, except the following matters: (1) any lien for current ad valorem property taxes (if any), which shall be prorated pursuant to Section 5.06 hereof; (2) utility easements necessary to serve the Project Site; (3) any easements, rights-of-way, encroachment or other such encumbrances identified in the Survey of the Project Site performed in accordance with Section 5.10, and (4) any other exceptions approved by the Company in accordance herewith (the "Special Warranty Deed").

Section 4.02 Assistance with Project Site Preparation. Using the proceeds of the Bonds, (a) the City and the County will each provide to the Company, on a reimbursement basis, the sum of up to Two Hundred Thousand Dollars (\$200,000.00) (*i.e.*, an aggregate amount of \$400,000.00) or (b) the City and the County will each provide to OCEDA the sum of up to Two Hundred Thousand Dollars (\$200,000.00) (*i.e.*, an aggregate amount of \$400,000.00), and OCEDA will provide such funds to the Company, on a reimbursement basis, for the purpose of defraying those costs of the Project for which such Bond proceeds may be expended or reimbursed to the Company in accordance with Code Section 57-64-1 *et seq.* and which are more particularly itemized and described on **Exhibit "B"** attached hereto (the "Site Preparation Funds"). In order to receive such Site Preparation Funds, the Company shall perform or cause to be performed, and pay for, the work itemized and described on **Exhibit "B"** attached hereto. Following the completion of all such site preparation work described on **Exhibit "B"** and the payment for all such work by the Company, the Company shall submit one or more disbursement requests to OCEDA, as agent for the City and the County, for the lesser of \$400,000.00 or the costs of such work, in the aggregate; provided, however, that any such disbursement requests shall be accompanied by copies of the actual invoices for such work that were paid by the Company and certification by the Company that all such work has been completed and that the corresponding payments for such work, as evidenced by the invoices, were paid by the Company, as well as any other supporting documentation that may be reasonably requested by an Inducer. All reimbursement requests submitted by the Company to OCEDA pursuant to this Section 4.02 shall be submitted no later than one (1) year following the Project Commencement Date in order to qualify for reimbursement hereunder. Upon receipt by OCEDA of a reimbursement request submitted by the Company in accordance with this Section 4.02, OCEDA shall forward such reimbursement request to each of the City and the County. The City

and the County shall then each remit to OCEDA fifty percent (50%) of the amount requested by the Company in such disbursement request, and upon its receipt of such amounts from the City and the County, OCEDA shall remit to the Company the aggregate amount received from the City and the County (*i.e.*, 100% of the amount requested by the Company in such disbursement request). The Inducers shall process each reimbursement request submitted by the Company in accordance herewith such that the payment requested by the Company therein may be remitted by OCEDA to the Company within sixty (60) days following the date such request was received by OCEDA. Notwithstanding any other provision of this Agreement to the contrary, (a) the sole obligation of OCEDA with request to any such reimbursement requests submitted thereto by the Company in accordance with the Section 4.02 shall be to forward such requests to the City and the County, to receive the payments from the City and the County in accordance herewith and thereafter to remit such amounts received from the City and the County to the Company in accordance herewith; (b) the City's financial obligations set forth in this Section 4.02 are limited to the lesser of Two Hundred Thousand Dollars (\$200,000) or fifty percent (50%) of the cost of the work itemized and described on **Exhibit "B"** attached hereto; and (c) the County's financial obligations set forth in this Section 4.02 are limited to the lesser of Two Hundred Thousand Dollars (\$200,000) or fifty percent (50%) of the cost of the work itemized and described on **Exhibit "B"** attached hereto. Any and all such work performed or caused to be performed by the Company shall be done in accordance with all applicable laws, including any such laws which require that a permit be obtained for any such work or portions thereof prior to the commencement thereof. The City hereby represents and warrants to the Company that the City has, and will retain, a sufficient portion of the proceeds of the Bonds necessary to satisfy its monetary obligations to the Company set forth in this Section 4.02. Similarly, the County hereby represents and warrants to the Company that the County has, and will retain, a sufficient portion of the proceeds of the Bonds necessary to satisfy its monetary obligations to the Company set forth in this Section 4.02.

Section 4.03. Special Deed Conditions. Notwithstanding any other provision of this Agreement to the contrary, each of the Parties hereto acknowledges and agrees that part of the consideration from the Company to OCEDA for this Agreement (*i.e.*, in addition to the Cash Purchase Price) is satisfaction by the Company of its Project Commitments. As a result, such Parties hereby agree that the Special Warranty Deed to be executed and delivered by OCEDA to the Company in accordance with this Section 4.01 shall contain a "conditional right-of-reentry" provision in favor of OCEDA in a form substantially similar to the following:

The Company is a party to that certain binding Real Property Purchase and Sale Agreement & Memorandum of Understanding, dated effective as of _____, 2019 (the "MOU"), by and among the Company, the Oktibbeha County Economic Development Authority (the "OCEDA"), Oktibbeha County, Mississippi (the "County") and the City of Starkville, Mississippi (the "City," and together with the County, the "Inducers"), a copy of which is attached hereto as **Exhibit "B"**. As a material part of the consideration payable to OCEDA for the Project Site, the Company agreed in the MOU to satisfy its Project Commitments (as such term is defined therein) and other obligations under the MOU. As a result, if the Company (a) fails to substantially complete the Project within two (2) years following the effective date of this deed (as evidenced by the issuance of a temporary certificate of occupancy for the Project), (b) ceases to operate the Project for commercial purposes for six (6) or more consecutive months within the five (5) year period following the effective date of this deed, (c) defaults on its Investment Commitment (as defined in the MOU) and/or (d) defaults on its Jobs Commitment, OCEDA shall provide written notice to the Company of such occurrence(s) and the Company shall have ninety (90) days to (1) substantially complete the Project, as evidenced by the issuance of a temporary certificate of occupancy for the Project; (2) recommence operation of the Project for commercial purposes; (3) satisfy its Investment Commitment; and/or (4) satisfy its Jobs Commitment, as applicable. In such event, the Company, any mortgagee of the Company or any other Person for and on behalf of the Company or any such mortgagee, may either (i) cure such unsatisfied condition specified in said notice from OCEDA within the prescribed ninety (90) day cure period, or (ii) pay to OCEDA, the City and the County, as additional consideration for the Project Site, those amounts due and payable each thereto calculated as follows (the "Conditional Purchase Price"):

- I. In the event that the Company fails to substantially complete the Project within two (2) years following the effective date of this deed (as evidenced by the issuance of a certificate of occupancy for the Project), or within any applicable cure period permitted hereby, the Company shall (A) pay to OCEDA the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), (B) pay to the City the aggregate amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (C) pay to the County the aggregate amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof.

- II. In the event that the Company ceases to operate the Project for commercial purposes for six (6) or more consecutive months within the five (5) year period following the effective date of this deed, or within any applicable cure period permitted hereby, the Company shall (A) pay to OCEDA the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), (B) pay to the City the aggregate amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (C) pay to the County the aggregate amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof.

- III. In the event that the Company defaults on its Investment Commitment and fails to cure such default with any applicable cure period permitted hereby, the Company shall (A) pay to OCEDA the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), (B) pay to the City the aggregate amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (C) pay to the County the aggregate amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof; and/or

- IV. In the event that the Company defaults on its Jobs Commitment during any year of the five (5) jobs maintenance period prescribed by Section 3.02(b) hereof, and fails to cure such default with any applicable cure period permitted hereby, the Company shall:
 - (A) pay to OCEDA an amount calculated in accordance with the following formula: $(a) * (1 - b / 75) * (0.20)$; in which (1) "a" equals Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), and (2) "b" equals the number of jobs created and/or maintained by the Company for the year during which such default occurred; plus

 - (B) pay to the City an amount calculated in accordance with the following formula: $(a) * (1 - b / 75) * (0.20)$; in which (1) "a" equals the amount of Site Preparation Funds disbursed to the Company by the City in accordance with Section 4.02 hereof, and (2) "b" equals the number of jobs created and/or maintained by the Company for the year during which such default occurred; plus

 - (C) pay to the County an amount calculated in accordance with the following formula: $(a) * (1 - b / 75) * (0.20)$; in which (1) "a" equals the amount of Site Preparation Funds disbursed to the Company by the County in accordance with Section 4.02 hereof, and (2) "b" equals the number of jobs created and/or

maintained by the Company for the year during which such default occurred;
provided, however,

in the event that one (1) or more of the events described in the immediately preceding list of items I. through IV occurs and the Company must pay a Conditional Purchase Price in accordance herewith, (x) the total amount due from the Company to OCEDA as the Conditional Purchase Price shall not exceed Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site) (*i.e.*, \$30,000 per acre comprising the Project Site), (y) the total amount due from the Company to the City as the Conditional Purchase Price shall not exceed the amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (z) the total amount due from the Company to the County as the Conditional Purchase Price shall not exceed the amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof. If the Company, any mortgagee of the Company, or any other Person for and on behalf of the Company fails to either (i) cure such unsatisfied condition specified in said notice from OCEDA within the prescribed ninety (90) day cure period, or (ii) pay to OCEDA, the City and the County, as applicable, as additional consideration for the Project Site, those portions of the Conditional Purchase Price due and payable to OCEDA, the City and the County, respectively, within such ninety (90) day cure period, OCEDA shall have the right to re-enter and retake the Project Site and all improvements located thereon. Further, in the event that the Company fails to pay, as and when due, any portion of the Conditional Purchase Price due to the City and the County, respectively, the City and the County shall each have the right to pursue any all and all legal remedies against the Company to recover from the Company the portion of the Conditional Purchase Price due to the City and the County, respectively.

The periods of time referred to in subsections I, II, III, and (IV) during which the Company agrees to satisfy its respective obligations set forth in this Section 4.03 (*e.g.*, to complete the Project, remain in operation, and satisfy its Investment Commitment and Jobs Commitment), shall be extended on a day for day basis for the duration of any event of Force Majeure.

Solely for purposes of clearly communicating how the formula set forth in item IV to be included in the Special Warranty Deed will operate, the following examples and calculations are provided. Assume that the entire \$400,000 is disbursed to fund Site Preparation Costs as contemplated herein, and further assume that the Company fails to satisfy its Jobs Commitment in the initial year of the five (5) year maintenance period by maintaining only sixty (60) jobs at the Project Site during such initial year (a twenty percent (20%) shortfall), as opposed to the required seventy-five (75) jobs. In such event, the Company would be obligated to pay a Conditional Purchase Price amount totaling \$25,960, allocable as follows: (i) to OCEDA, \$9,960 (or $\$249,000 \times (1 - (60/75) \times 0.20)$); (ii) to the County, \$8,000 (or $\$200,000 \times (1 - (60/75) \times 0.20)$); and (iii) to the City, \$8,000 (or $\$200,000 \times (1 - (60/75) \times 0.20)$). If the Company maintains only sixty (60) jobs at the Project Site for the remaining four (4) years of the five (5) year maintenance, the Company will be obligated each year to pay an additional Conditional Purchase Price amount totaling \$25,960, allocable as described above. As a result, the aggregate of such Conditional Purchase Price of the five (5) year period would total \$129,800, which amount is equal to twenty percent (20%) of the sum of \$249,000 (*i.e.*, \$30,000 per acre comprising the Project Site), plus the assumed \$400,000 disbursed to fund Site Preparation Costs. Therefore, if the Company consistently achieves only eighty percent (80%) of its Jobs Commitment obligation each year during the required five (5) year maintenance period (*i.e.*, a twenty percent (20%) shortfall in total), the Company would be obligated to repay twenty percent (20%) of the total \$649,000 amount prescribed in item IV to be included in the Special Warranty Deed. Any failure by the Company to timely pay any Conditional Purchase Price permits

OCEDA to exercise its rights under the terms of the Special Warranty Deed and retake title to the Project Site.

Section 4.04. Agreements to Grant Exemptions from Certain Ad Valorem Taxes

(a) The City shall, upon the Company's submission of a proper application to the City therefor, grant to the Company for a period of ten (10) years the ad valorem tax exemptions authorized by Code Section 27-31-101 exempting (i) the Project Site and all real property improvements constructed or installed, or caused to be constructed or installed, by the Company thereon, and (ii) any personal property located on the Project Site to the extent such personal property is owned or leased by the Company in connection with the Project, from all City ad valorem taxes, except school-related taxes;

(b) The County shall, upon the Company's submission of a proper application to the County therefor, grant to the Company for a period of ten (10) years the ad valorem tax exemptions authorized by Code Section 27-31-101 exempting (i) the Project Site and all real property improvements constructed or installed, or caused to be constructed or installed, by the Company thereon, and (ii) any personal property located on the Project Site to the extent such personal property is owned or leased by the Company in connection with the Project, from all County ad valorem taxes, except school-related taxes;

(c) The City shall, upon the Company's submission of a proper application to the City therefor, issue to the Company a free port warehouse license pursuant to Code Section 27-31-51 *et seq.* and approve a free port warehouse ad valorem tax exemption pursuant to Code Section 27-31-53 for the maximum duration permitted thereby exempting from all ad valorem taxes (other than those otherwise exempted pursuant to subsection (d) immediately below) all of the Project's inventory designated to be shipped outside the State.

(d) The County shall, upon the Company's submission of a proper application to the County therefor, issue to the Company a free port warehouse license pursuant to Code Section 27-31-51 *et seq.* and approve a free port warehouse ad valorem tax exemption pursuant to Code Section 27-31-53 for the maximum duration permitted thereby exempting from all ad valorem taxes (other than those otherwise exempted pursuant to subsection (c) immediately above) all of the Project's inventory designated to be shipped outside the State.

**ARTICLE V
REAL PROPERTY CONVEYANCE PROVISIONS**

Section 5.01 Purchase Price. Subject to Section 4.03, the purchase price for the Project Site shall be ONE HUNDRED DOLLARS (\$100.00) (the "Cash Purchase Price"), together with the consideration comprised of satisfaction by the Company of its Project Commitments in accordance herewith (the "Cash Purchase Price" and collectively with the Cash Purchase Price, the "Purchase Price"). Upon the closing of the real property sale transaction contemplated herein (the "Closing"), the Cash Purchase Price shall be paid to OCEDA in cash at the Closing, subject to appropriate prorations and adjustments in accordance herewith.

Section 5.02 Conveyance of the Project Site. The conveyance of the Project Site shall be made by OCEDA at the Closing by a recordable Special Warranty Deed conveying good and marketable fee simple title to (i) the Project Site, and (ii) all easements and rights-of-way appurtenant to the Project Site, free of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, except the following matters: (1) any lien for current ad valorem property taxes (if any), which shall be prorated pursuant to Section 5.06 hereof; (2) utility easements necessary to serve the Project Site; (3) any easements, rights-of-way, encroachment or other such encumbrances identified in the Survey of the Project Site performed in accordance with Section 5.10, and (4) any other exceptions approved by the Company in accordance herewith. At the Closing, OCEDA will execute and deliver an affidavit agreement in favor of the Company stating that OCEDA is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended; provided, however, that as a public body, OCEDA is not permitted under Mississippi law to indemnify another party for any matters.

Section 5.03 Title to the Project Site. OCEDA hereby represents and warrants to the Company that it is the sole, fee simple owner of the Project Site. The Company may, prior to the Closing, obtain a Commitment for Title Insurance for the Project Site (the "Commitment"), at the Company's expenses, which Commitment shall be issued by a title insurance company satisfactory to the Company (the "Title Insurance Company") in an amount acceptable to the Company. In such event, the Commitment may commit (i) to insure title to the Project Site, (ii) to insure title to all easements and rights-of-way adjacent or appurtenant to the Project Site, and (iii) to provide any special coverages and/or endorsements reasonably requested by the Project Site. The Company may also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Commitment and evidence satisfactory to the Company that there are no UCC financing statements affecting the Project Site or any appurtenant easements or rights-of-way. If the Commitment or the examination of UCC financing statements reveals defects, liens or encumbrances, then OCEDA obligates itself to remove the same as expeditiously as possible. If said defects, liens or encumbrances cannot be cured within thirty (30) days after notice of such defect, lien or encumbrance is delivered to OCEDA, then the Company may take any one or more of the following actions, in its sole discretion: (1) By written notice to OCEDA, give OCEDA additional time to remove such defects, liens or encumbrances without prejudice to the Company's right to take any of the following actions in the event OCEDA does not remove such defect, lien or encumbrance within such additional time; (2) by written notice to OCEDA, waive any such defect, lien or encumbrance and proceed with the transaction; (3) by written notice to OCEDA, attempt to reach a mutually agreeable reduction in purchase price and, if the parties agree to such price reduction, proceed with the transaction, and/or (4) by written notice to OCEDA, terminate this Agreement; provided, that, OCEDA shall have no obligation to cure any defect, lien or encumbrance upon the Project Site. Additionally, the Company reserves the right to review all title exceptions shown on the Commitment to insure that none of them will interfere with, or affect in any manner, the use or development of the Project Site or any appurtenant easements or rights-of-way by the Company. At the Closing, the Company may cause the status of the title to the Project Site to be updated to the actual time of the Closing and may obtain assurance that is satisfactory to the Company in its sole discretion from the Title Insurance Company that the title insurance policy to be issued pursuant to the Commitment will be issued to the Company simultaneously with the Closing in accordance with the Commitment, subject to any objections made by the Company. At the Closing, OCEDA shall provide the Company and the Title Insurance Company with such affidavits or other evidence as may be reasonably required so as to enable the Company to obtain a title insurance policy without exception for mechanic's and materialmen's liens; provided, however, that as a public body, OCEDA is not permitted under Mississippi law to indemnify another party for any matters.

Section 5.04 Inspection of the Project Site. OCEDA hereby grants to the Company and its agents the right and privilege prior to the Closing to enter upon the Project Site and to make engineering studies, structural analyses, surveys, appraisals, investigations and other analysis thereof, including, but not limited to environmental tests or other analyses (e.g., a Phase I environmental study) (collectively, the "Inspections"). Before the Company enters the Project Site to perform any Inspections, the Company shall give OCEDA reasonable advance notice and, at OCEDA's option, a representative of OCEDA may accompany the Company or the Company's representative. OCEDA shall not be required to conduct any investigation or provide any information related to the above specified contingencies; rather the Company shall conduct its own investigations, as it deems necessary and desirable, to determine its satisfaction with all of the above specified contingencies. At all times during the presence of the Company or the Company's representatives on the Project Site, the Company agrees that the Company will not allow, and the Company's representatives will not conduct, any physically invasive testing of, in, on, or under the Project Site without first obtaining OCEDA's written consent, which consent shall not be unreasonably withheld or delayed. The Company agrees to return the Project Site to the same condition and cleanliness existing before entry or occupation by the Company's representatives, including, but not limited to, sealing wells or other similar subsurface investigations. The Company and, if Closing occurs, OCEDA, shall keep confidential all information resulting from the Inspections. The Company may disclose confidential information to the Company's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Project Site, provided the Company takes all reasonable measures to assure that the Company's representatives keep such information confidential. The Company shall indemnify and hold OCEDA harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by the Company, which OCEDA may incur as a result of (a) any act or omission of the Company or its agents or

representatives arising in connection with any tests or inspections conducted by the Company or its agents or representatives, or (b) the failure of the Company to restore the Project Site in accordance with this Section; provided, however, that the Company shall not be required to indemnify OCEDA if and to the extent that any such loss, injury, liability, damage or expense was caused by the gross negligence or willful misconduct of OCEDA or its agents. Upon completion of the Inspections, the Company may, by written notice, advise OCEDA of any defects in or concerns with the environmental condition of the Project Site, the condition of any buildings on the Project Site, or any other matters related to the Project Site ("Defects"). Upon receipt by OCEDA of such written request from the Company, OCEDA may, in its sole discretion, either cure the Defects or terminate this Agreement.

Section 5.05 Possession of Project Site. Possession of the Project Site shall be delivered to the Company upon the date of the Closing and immediately after delivery of the Special Warranty Deed.

Section 5.06 Taxes and Assessments. To the extent that any ad valorem taxes on all or any portion of the Project Site were or are assessed in 2019 and due on or before February 1, 2020, such ad valorem taxes shall be prorated as of the date of the Closing, based on a three hundred sixty-five (365) day year and on the most recently available tax rate and valuation. It is understood and agreed that the ad valorem taxes (if any) will be prorated as of the date of the Closing on an estimated basis. When the ad valorem taxes are actually determined (if any), if the proration as of that date is incorrect, then OCEDA agrees to pay on demand to the Company, or its assigns, any deficiency on an actual proration, and likewise, the Company agrees to pay on demand to OCEDA, or its assigns, any amount overpaid by OCEDA.

Section 5.07 Representations and Warranties of OCEDA.

(a) OCEDA is public body politic formed by the County pursuant to local and private laws of the State of Mississippi, and is duly qualified to carry on its business in the State of Mississippi in accordance with such local and private laws and other applicable laws.

(b) OCEDA has the requisite power and authority to enter into and perform this Agreement according to its terms and to carry out the transactions contemplated herein.

(c) This Agreement and all other agreements and instruments executed in accordance herewith (a) have been or will be duly executed and delivered by OCEDA and constitute the valid and binding obligation of OCEDA, enforceable in accordance with their respective terms, (b) have been duly authorized by all necessary organizational actions and will not, in execution or performance, conflict with any agreement, law, rule, regulation, charter, or other instrument governing either its organization, management, or business affairs to which it is a party or by which it is bound, and (c) to the knowledge of OCEDA, do not violate or conflict with any applicable judgment, decree, order, permit, law, rule, or regulation.

(d) To the best of OCEDA's knowledge, no portion of the Project Site is subject to claims or potential claims under federal, state or local laws or regulations protecting the environment (collectively, "Environmental Laws"), including without limitation the Toxic Substances Control Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Regulatory Act of 1976, as amended, or contains any matter or substance which has or may cause or may result in any violation of Environmental Laws or which may result in any liability or obligation being imposed on the Company or the Project Site, including any lien or charge against the Project Site under or pursuant to Environmental Laws. Within the meaning of any federal, state or local law or regulation, including, but not limited to, Environmental Laws, no petroleum products or toxic or hazardous substances, to the best of OCEDA's knowledge, are or have been stored or exist in, on or under any portion of the Project Site, and, to the best of OCEDA's knowledge, there has not been any spill, leak, deposit, discharge or other environmental contamination of or from any process water discharged from operations on the Project Site or any petroleum products or toxic or hazardous substances, in, on or under any portion of the Project Site. To the best of OCEDA's knowledge, there are no underground storage tanks located on any portion of the Project Site.

(e) OCEDA has not received any notices or orders from any governmental authority with respect to the use, condition or repair of, or access to, the Project Site, and there are no actions, suits, proceedings, investigations or audits pending or threatened against OCEDA or the Project Site at law or in equity or before any federal, state, county, municipal, or other court, department or agency, except as disclosed in subsection (f) below.

(f) To the best of OCEDA's knowledge, the Project Site complies with all laws, ordinances, sign ordinances, zoning laws, parking regulations, urban renewal plans, environmental laws and regulations, health laws and regulations, under all governmental authorities, and all orders applicable thereto.

(g) The Project Site is currently zoned by the City as a (M) Manufacturing District and there is no litigation, no zoning violations and no other proceeding pending or threatened with respect to the Project Site, except for Mississippi Appellate Court Docket No. 2017-CA-00760-COA, styled as *Laura B. White v. City of Starkville, Mississippi*. Should the City's current zoning designation of the Project Site (i.e., M-1 Manufacturing District) be overturned or reversed by any court of competent jurisdiction as a result of such zoning-related legal action, the Project Site would revert to its prior zoning classification, which was a C-2 General Business District.

(h) The Project Site is not located within a flood zone.

(i) It shall be a condition precedent to the Company's obligation to purchase the Project Site in accordance with this Agreement and perform its other obligations set forth herein that all of OCEDA's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made as of the Effective Date and shall be true and correct as of the Closing Date. On the Closing Date, OCEDA shall deliver to the Company a certificate certifying that each of OCEDA's representations and warranties contained in Section 5.07 are true and correct as of the Closing Date.

Section 5.08 Representations and Warranties of the Company.

(a) The Company is a Delaware corporation, is duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to carry on its business in the State of Mississippi.

(b) The Company has the requisite corporate power and authority to enter into and perform this Agreement according to its terms and to carry out the transactions contemplated herein.

(c) This Agreement and all other agreements and instruments executed in accordance herewith (a) have been or will be duly executed and delivered by the Company and constitute the valid and binding obligation of the Company, enforceable in accordance with their respective terms subject to applicable bankruptcy, insolvency, or similar laws, (b) have been duly authorized by all necessary corporate actions and will not, in execution or performance, conflict with any agreement, law, rule, regulation, charter, or other instrument governing either its organization, management, or business affairs to which it is a party or by which it is bound, and (c) to the knowledge of the Company, do not violate or conflict with any applicable judgment, decree, order, permit, law, rule, or regulation.

Section 5.09 Closing and Default. Unless OCEDA and the Company shall otherwise agree, the Closing shall be held at the same location, on the same date and at the same time as the Existing Building Transfer such that the Closing and the Existing Building Transfer occur simultaneously, it being agreed that that closing of the Existing Building Transfer is a condition to the Company's obligations hereunder. If the Company fails or is unable to close the transaction for any cause other than the act or omission of OCEDA, then OCEDA shall have the option, as its sole and complete remedy, to terminate this Agreement by giving notice thereof to the Company. Further, in the event that this transaction fails to close solely due to a refusal or default on the part of OCEDA, then and in such event, the Company may terminate this Agreement by giving notice to OCEDA or the Company may otherwise

proceed against OCEDA in such manner as it determines advisable, either in law or in equity, including, but not limited to a suit for specific performance.

Section 5.10 Survey. Prior to the Effective Date, OCEDA obtained or caused to be obtained a complete, current Class B survey of the Project Site and all easements and rights-of-way appurtenant to the Project Site made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of the Company and the Title Insurance Company (the "Survey"). The Survey has been certified in favor of, and a copy thereof provided to, the Company and the Title Insurance Company and it shows the number of square feet of area included in the Project Site, any improvements on the Project Site, rights-of-way, easements or encroachments on the Project Site, access from the Project Site to a dedicated public road and flood hazard data concerning the Project Site. Such surveyor also prepared the legal description of the Project Site depicted on **Exhibit "A"** attached hereto and said surveyor shall deliver prior to the Closing such reports or certificates of the surveyor with respect to the Survey as are customary and reasonably required by the Title Insurance Company to issue the title insurance policy commitment and/or the associated title insurance policy pursuant to Section 5.03. If the Company determines, in its discretion, that the Survey discloses any matters that would materially and adversely impact the Company's intended use of the Project Site, then the Company shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to OCEDA prior to the Closing.

Section 5.11 Closing Costs. All expenses incurred by OCEDA and the Company with respect to the Closing, including, but not limited to, the attorneys' fees incurred by each respective party, shall be borne and paid exclusively by the party incurring such expenses, except to the extent otherwise specifically provided in this Agreement.

Section 5.12 Water and Sewer Utilities. The City hereby represents and warrants to the Company that water and sewer utilities and the location of one or more tap points for such water utilities and one or more tap points for such sewer utilities are located on or immediately adjacent to the Project Site such that said tap points are located on the same side of the roadway as the Project Site and can be accessed on or from the Project Site without having to cross under any roadway.

ARTICLE VI MISCELLANEOUS

Section 6.01 Term and Survivability. This Agreement shall continue in force and effect until the Closing, as described herein; provided, however, that in the event the Closing has not occurred on or before December 31, 2019, any Party hereto shall the right to terminate this Agreement on behalf of all Parties hereto by providing written notice to all of the other Parties of such election to terminate. Notwithstanding any other provision of this Agreement to the contrary, the terms and conditions of Article III, and Sections 4.02, 4.03, 5.06, 6.07, 6.08, 6.09 and 6.10, shall survive Closing or otherwise the termination of this Agreement.

Section 6.02 Entire Agreement. This Agreement constitutes the essential agreement between the Company and the Inducers for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between the Company and the Inducers.

Section 6.04 Severability. If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

Section 6.05 Amendments. Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all of the Parties hereto.

Section 6.06 Waiver. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver thereof. In the event any provision contained herein shall be waived by any Party hereto, such waiver shall apply to that Party only and shall not be deemed to waive any other provision hereunder.

Section 6.07 Further Assurances. The Parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

Section 6.08 Coordination of Public Announcements and Other Events. The Inducers hereby agree to fully cooperate with the Company to coordinate all press releases, other announcements, events and publications concerning the Project including, without limitation, the initial press release announcing the Project, and in no event shall any initial press release announcing the Project be released unless and until it is first approved by the Golden Triangle Development LINK and the Company.

Section 6.09 Governing Law; Venue. This Agreement shall be governed solely and exclusively by the laws of the State. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement may be instituted solely and exclusively in any appropriate court of competent jurisdiction located in Oktibbeha County, Mississippi.

Section 6.10 Notices. All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next Business Day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

THE COMPANY:

Garan Manufacturing Corp.
200 Madison Avenue, 4th Floor
New York, NY 10016
Attention: David Fligel, CFO

With a copy to:

Graubard Miller
405 Lexington Avenue
New York, NY 10174
Attention: Mitchell S. Iden

OCEDA:

Oktibbeha County Economic Development Authority
c/o Greater Starkville Development Partnership
200 East Main Street
Starkville, MS 39759
Attention: CEO

With a copy to:

Golden Triangle Development LINK
1102 Main Street
Columbus, Mississippi 39701

THE COUNTY:

Oktibbeha County, Mississippi Board of Supervisors
c/o Chancery Clerk
101 East Main Street
Starkville, Mississippi 39759

With a copy to:

Golden Triangle Development LINK

1102 Main Street
Columbus, Mississippi 39701

THE CITY:

City of Starkville, Mississippi
c/o Mayor
110 West Main Street
Starkville, Mississippi 39759

With a copy to:

Golden Triangle Development LINK
1102 Main Street
Columbus, Mississippi 39701

or to such other address as the receiving Party shall have most recently forwarded to the sending party pursuant to the provisions of this Section 5.08.

Section 6.11 Remedies. In the event of any failure by the Company to satisfy its Investment Commitment, Jobs Commitment and other commitments set forth in Section 4.03, the sole remedy available to each of the Inducers shall be those remedies provided in Section 4.03 hereof or as otherwise provided in the Special Warranty Deed; provided, however, that this sentence shall not limit any rights or remedies of any Inducer to the extent such limitation is prohibited by applicable laws. In the event of a default by the Company of any of its other obligations under this Agreement (*i.e.*, obligations other than the Investment Commitment, Jobs Commitment and other commitments set forth in Section 4.03), the Inducers shall have the right to pursue any remedies afforded to them under applicable law or in equity. Similarly, in the event of a default by any Inducer of any obligations thereof in this Agreement, the Company shall have the right to pursue any remedies afforded to it under applicable law or in equity. To the extent that any cure period is provided in this Agreement with respect to default by, or deadline applicable to, any party hereto, any such cure period shall be extended, on a day for day basis, by the duration of any event of Force Majeure.

Section 6.12 Assignment. No Party hereto may assign its interests in and to this Agreement without the prior written consent of the other Parties hereto.

Section 6.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

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IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by a duly authorized officer thereof, OCEDA has caused its name to be hereunto subscribed by the President of the Board thereof, the County has caused its name to be hereunto subscribed by the President of the Board of Supervisors and attested by the Clerk of the Board and the City has caused its name to be hereunto subscribed by the Mayor of the City and attested by the City Clerk.

OCEDA:

**Oktibbeha County Economic
Development Authority**

Print Name: Lynn Spruill

Title: President

Date: _____, 2019

Attest:

Print Name: Sharon Livingston

Title: Clerk, Board of Supervisors

Date: _____, 2019

CITY:

City of Starkville, Mississippi,

Print Name: Lynn Spruill

Title: Mayor

Date: _____, 2019

Attest:

Print Name: Lesa Hardin

Title: City Clerk

Date: _____, 2019

COUNTY:

Oktibbeha County, Mississippi

BY: _____

Print Name: Orlando Trainer

Title: President, Board of Supervisors

Date: _____, 2019

THE COMPANY:

Garan Manufacturing Corp.

Print Name:

Title:

Date: _____, 2019

EXHIBIT A

Description of the Project Site

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, using a scale factor of 0.9999500014 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 07.2 seconds developed at the approximate center of the following described parcel.

Commencing at a set ½" rebar at the Southwest corner of the Northeast Quarter of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi; thence, along the West line of the Southeast Quarter of said Section 21, South 00 degrees 02 minutes 13 seconds East a distance of 432.29 feet to a set ½" rebar at the intersection of the West line of the Southeast Quarter of said Section 21 and the centerline of a large creek; thence, along the West line of the Southeast Quarter of said Section 21, South 00 degrees 02 minutes 13 seconds East a distance of 488.70 feet to a found right of way marker at the intersection of the West line of the Southeast Quarter of said Section 21 and the North right of way of U.S. Hwy 82; thence, along the North and West right of way of said U.S. Hwy 82, the following calls and distances: South 88 degrees 30 minutes 28 seconds East a distance of 320.01 feet to a found right of way marker; South 85 degrees 56 minutes 21 seconds East a distance of 401.22 feet to a found right of way marker; South 86 degrees 18 minutes 46 seconds East a distance of 400.70 feet to a set ½" rebar; North 85 degrees 36 minutes 32 seconds East a distance of 802.10 feet to a found right of way marker; South 86 degrees 35 minutes 21 seconds East a distance of 401.03 feet to a found right of way marker; North 72 degrees 21 minutes 56 seconds East a distance of 785.72 feet to a found right of way marker; North 22 degrees 00 minutes 04 seconds West a distance of 439.72 feet to a found right of way marker designated as Point "A"; North 21 degrees 45 minutes 08 seconds West a distance of 431.63 feet to a found right of way marker designated as Point "B" also being at the point of intersection of the West right of way of U.S. Hwy 82 and the West right of way of Hwy. 389; thence, along the West right of way of Hwy 389, the following calls and distances: along a curve to the right with an arc length of 372.79 feet, a radius of 17188.73 feet, a chord bearing of North 29 degrees 32 minutes 24 seconds West and a chord length of 372.79 feet to a found right of way marker; North 41 degrees 54 minutes 49 seconds West a distance of 180.64 feet to a set ½" rebar, said point being the Point of Beginning of the herein described tract; thence, along the West right of way of Hwy 389, North 41 degrees 54 minutes 49 seconds West a distance of 674.02 feet to a set ½" rebar at the intersection of the West right of way of Hwy. 389 and the South right of way of Sudduth Road; thence, along the South right of way of Sudduth Road, North 89 degrees 25 minutes 09 seconds West a distance of 61.83 feet to a set ½" rebar; thence, leaving the South right of way of said road, South 14 degrees 30 minutes 15 seconds West a distance of 871.71 feet to a set ½" rebar on the North right of way of an unnamed public road; thence, along the North right of way of said road, along a curve to the left with an arc length of 705.05 feet, a radius of 1470.00 feet, a chord bearing of North 76 degrees 18 minutes 43 seconds East and a chord length of 698.31 feet to a set ½" rebar; thence, leaving said North right of way, North 16 degrees 23 minutes 41 seconds East a distance of 183.96 feet to the Point of Beginning, containing 8.30 acres, more or less, and lying in the Northeast Quarter of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

EXHIBIT B

Description of the Site Preparation Work

1. Pad Preparation
2. Clearing and Grubbing
3. Excess Excavation
4. Unclassified Excavation
5. Select Fill-Building
6. Select Fill-Parking
7. Topsoil Stripping
8. Topsoil Replacement
9. Sewer Main
10. Manhole
11. Tie to Existing Manhole
12. Water Main
13. Water Tap
14. Hydrants/Valves
15. Erosion Control
16. Grassing
17. Silt Fence
18. Hot Mix Asphalt, Surface Thickness
19. Hot Mix Asphalt, Base Thickness
20. Tack Coat
21. Crushed Stone
22. Fire Loop Crushed Stone
23. Parking Lot Striping
24. Storm Drainage Piping
25. Drainage Inlets
26. Combination Curb & Gutter
27. Construction Staking
28. Concrete Paving



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

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

THURSDAY, JULY 18, 2019 AT 6:00 PM

**IN THE MAIN UPSTAIRS COURTROOM OF
THE OKTIBBEHA COUNTY CHANCERY COURTHOUSE
LOCATED AT 101 EAST MAIN STREET**

The specific subject of the meeting is as follows:

**DISCUSSION OF ECONOMIC DEVELOPMENT OPPORTUNITIES AND
STATUS REPORT WITH LINK STAFF**



MAYOR D. LYNN SPRUILL

Date / Time Signed: JULY 2, 2019, 4:00 P.M.

**RECORD OF SERVICE
OF SPECIAL CALLED MEETING TO BE HELD
ON THURSDAY, JULY 18, 2019
AT 6:00 P.M.**

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

MAYOR SPRUILL CITY HALL			
ALDERMAN CARVER 703 GREENSBORO ST. OR 662-769-0792			
ALDERMAN SISTRUNK 522 CHESTNUT DR 662-418-4574			
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430			
ALDERMAN WALKER 204 N NASH ST 662-617-0130			
ALDERMAN BEATTY 112 ST CHARLES AVE 662-418-8978			
VICE MAYOR PERKINS 628 Hospital RD OR 309 Dr Martin Luther King Jr Dr E Suite # 104 / 324-7300			
ALDERMAN VAUGHN 105 HENDERSON ST 494-3420 / 323-2004			
ATTORNEY LATIMER			

signed notice

out of town

Sandra C Sistrunk Alderman 07/02/19

*Carl Little
07/02/19*

*Leon B. Walker
7/2/19*

*Kay Beatty 7/2/19
Vice-Mayor
7/2/2019*

*Henry Vaughn Sr
7-2-19*

CE

**MINUTES OF THE BUDGET WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
July 26, 2019**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Budget Work Session on Friday, July 26, 2019 at 12:00 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 Ben Carver, Sandra Sistrunk, Jason Walker and Henry Vaughn, Sr. Attending the Board was City Clerk / CFO Lesa Hardin.

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

Mayor Spruill introduced Mickey Watkins and Peggy Yates of McGriff Insurance Services who presented various renewal options with the Board as requested at the June 14, 2019 work session.

The Mayor and Board discussed the Fiscal Year 2020 budget presentation as distributed by Budget Chairman Sandra Sistrunk. Department Directors were available to answer questions.

The Mayor adjourned the Budget Work Session.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A BUDGET WORK SESSION OF
THE MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JULY 26, 2019**

**AT 12:00 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.

Aug 6, 2019 —
5:30 pm



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, Brenda McGaha, Partnership Specialist (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

2020 Census Partnership

Contact Information:

Name: Brenda McGaha

Group Representing: US Census Bureau

Address: _____

Phone: 678-733-2571

Email: brenda.l.mcgaha@2020 Census.gov



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

AGENDA ITEM DEPT.: Mayor's Business
AGENDA DATE: 08.06.19
PAGE: 1

SUBJECT: Second public hearing to amend the storm water ordinance for the City of Starkville Code of Ordinances, Chapter 54, Article VI and consideration of adoption of the stormwater ordinance for the City of Starkville Code of Ordinance, Chapter 54, Article VI, effectively immediately.

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward Kemp, City Engineer

This is the second public hearing on the proposed stormwater ordinance. Attached is the latest draft which has all additions underlined and all ~~omissions~~ struck through. A recap of the changes since the last draft are as follows:

- Added definitions for Forestry and Agriculture to match the existing landscape ordinance and proposed development code and clarified the agricultural and logging exemption.
- Revising the redevelopment mitigation requirement from 70% to 95% based on the Engineering Department's scenarios that the 70% mitigation may be unfeasible or impractical.
- Revision to penalties at the advice of the City Attorney.

Below is a recap of the first ordinance revision that was provided for the first public hearing that outlines some of the history and principle changes to the ordinance:

The initial stormwater management ordinance was adopted in August of 2006. The primary components of this ordinance included an applicability on "*any residential development of four acres or more or any nonresidential development of three acres or more. This ordinance shall also apply to any development having less than four acres but greater than two acres, and having 50% or greater impervious surface*" as well as a storage requirement for a 25-year storm.

The ordinance was then revised in 2010 which is what we are currently operating under. This ordinance revision reduced the applicability as well as reduced the design storm requirement.

Find attached a first draft of the recommended stormwater management ordinance.

The primary changes from the existing ordinance include:

- The reduction of the minimum trigger/applicability of the stormwater ordinance from development size of 1 Acre to 0.5 Acre
- The design year storm required for detention from 2 & 10 Year storms to 2, 10, & 100 Year storm events.
- Stormwater requirements for the redevelopment of existing sites to reduce runoff by 30% of the built condition.

- Improving aesthetic requirements for detention ponds by limiting slope steepness, depth, more functional outfall devices and enhanced landscaping requirements.
- The inclusion of a downstream impact study for all developments greater than two acres.

The Engineering Department has also developed a stormwater management manual which will accompany the ordinance. This provides technical guidance to all designers on the engineering calculation methods, inputs, tables, charts and outlines a step-by-step listing of information needed for the review and implementation of the stormwater ordinance. It is hoped that this will help expedite the review process and provide consistency for project design methodology.

SUGGESTED MOTION: Move approval of adopting the storm water ordinance for the City of Starkville Code of Ordinances, Chapter 54, Article VI, effectively immediately.

Section 1- Stormwater Report Manual

Each applicant subject to the guidelines and requirements listed in the City of Starkville Stormwater Management Ordinance shall prepare and submit a Drainage Plan to the City Engineer for approval. The Drainage Plan should encompass and meet all the requirements listed in the City of Starkville Stormwater Management Ordinance. The following checklist shall be in addition to these requirements and shall be considered a minimum standard in addition to, not in place of, the City of Starkville Stormwater Management Ordinance. Furthermore, the City Engineer reserves the right to require additional information and supporting documentation if there is concern for downstream flooding or for the protection of any public or private property downstream.

The following information and data shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi.

1. INTRODUCTION, NARRATIVE & EXECUTIVE SUMMARY

Include at the beginning of the report a brief narrative that includes and describes the following:

- a. The location of the property;
- b. Lot size and development area in acres;
- c. Existing land use, ground cover conditions, and points of discharge;
- d. Proposed land use, ground cover conditions, and points of discharge;
- e. The general concept for the design and management of the increased runoff peak flows and volumes;
- f. Tabular summary of the pre-development, post-development, and detained/routed flows;
- g. Tabular summary of the volumes stored for design events;
- h. Tabular summary for the water surface elevations for design events; and
- i. Any other pertinent information pursuant of the design.

2. PRE-DEVELOPMENT CONDITIONS

a. Exhibit/Schematic:

- i. An exhibit or schematic that visualizes and represents the following:
 - (a) Total land and development area;
 - (b) Each sub-basin within the overall area and its respective area;
 - (c) The time of concentration associated flow path for the entire basin (with transition points between flow types); for multiple basin sites, a single time of concentration representing the most hydraulically remote point should be used for design;
 - (d) Delineation of land cover/use based on SCS curve number for each land cover/use that exists;
 - (e) One-foot interval topography;
 - (f) All existing stormwater structures and their related information as described in section 8.a.iii of this manual;
 - (g) Natural and man-made watercourses, waterways or conveyance systems;

- (h) Points of runoff discharge including location and direction of flow; and
 - (i) Any other pertinent information as required by the City Engineer.
- ii. On the exhibit, provided in tabular format, the following information for the total basin and each sub-basin (if multiple):
 - (a) Drainage area;
 - (b) Weighted SCS curve number;
 - (c) Time of concentration;
 - (d) 24-hour precipitation values specific to design events; and
 - (e) Flow rates for design events.

b. Calculations:

Calculations should be provided such that the proposed flows can easily be recreated and assessed by the City Engineer.

- i. *Time of Concentration*. All calculations for the time of concentration in accordance with NRCS TR-55 method. All roughness values, precipitation values, slope, flow length, etc. should be in accordance with City of Starkville Standards of Design & Specifications.
- ii. *SCS Runoff*. All values used to calculate the parameters of the SCS Runoff method including but not limited to runoff, potential maximum retention, initial abstraction, and unit peak discharge.
 - (a) Points of Discharge. If a development is known to have multiple stormwater discharge locations, the required calculations shall be performed for each individual area. These areas shall be shown and treated as separate flows.
- iii. *Hydrograph*. An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events.

3. POST-DEVELOPMENT CONDITIONS

a. Exhibit/Schematic:

- i. An exhibit or schematic that visualizes and represents the following:
 - (a) Total land area;
 - (b) Each sub-basin within the overall area and its respective area;
 - (c) The time of concentration associated flow path (with transition points between flow types); for multiple basin sites, a single time of concentration representing the most hydraulically remote point should be used for design;
 - (d) Delineation of land cover/use based on SCS curve number for each land cover/use that exists or that is proposed;
 - (e) One-foot interval grading plan;
 - (f) All proposed stormwater and detention structures and their related information as described in section 8.a.iii of this manual;
 - (g) Natural or man-made watercourses, waterways or conveyance systems to remain;
 - (h) Points of discharge including location and direction of flow; and
 - (i) Any other pertinent information as required by the City Engineer.
- ii. On the exhibit, provided in tabular format, the following information for each sub-basin (if multiple):

- (a) Drainage area;
- (b) Weighted SCS curve number;
- (c) Time of concentration;
- (d) 24-hour precipitation values specific to design events;
- (e) Flow rates for design events; and
- (f) Provide an additional table that compares the above information for the pre-development, post-development, and detained/routed conditions.

b. Calculations:

Calculations should be provided such that the proposed flows can easily be recreated and assessed by the City Engineer.

- i. *Time of Concentration*. All calculations for the time of concentration in accordance with NRCS TR-55 method. All roughness values, precipitation values, slope, flow length, etc. should be in accordance with the City of Starkville Standards of Design & Specifications.
- ii. *SCS Runoff*. All values used to calculate the parameters of the SCS Runoff method including but not limited to runoff, potential maximum retention, initial abstraction, and unit peak discharge.
 - (a) *Points of Discharge*. If a development is known to have multiple stormwater discharge locations, the required calculations shall be performed for each individual area. These areas shall be shown and treated as separate flows. Post-development flows should mimic pre-development flows as closely as possible.
- iii. *Hydrograph*. An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events.
- iv. *Conveyance Systems*. All proposed conveyance systems including but not limited to storm sewers, open-channels, natural swales, and drainage inlets shall have the following information in tabular format and included on the grading plan: structure type, material, size, slope, inverts, maximum capacity flowing full, maximum velocity flowing full, and the design flow rate flowing into each structure which shall be based on actual contributing area, curve number, time of concentration, etc. All conveyance structures must be designed in accordance with the City of Starkville Standards of Design & Specifications.

4. ROUTED/DETAINED CONDITIONS

- a. **Inflow Calculations:** Appropriate inflow calculations and values shall be provided for areas that contribute to the proposed detention system. These areas shall be in accordance with and reflect those values determined in the Post-Development calculations. If only a portion of the site is being detained, this should be reflected in the inflow hydrograph.
- b. **Stage/Storage/Discharge Tabulation:** A tabulation shall be required which relates the storage volume, water surface elevation, and outflow rates for the detention/retention structure to ensure that the proposed structure will adequately store the required storm events. This tabulation shall be based on actual elevations.

- c. **Outlet Control Structure:** Outlet control structure shall function as simply and automatically as possible, be self-cleaning, and adhere to the requirements outlined in Section 2 of this manual.
 - i. *Discharge Velocity & Dissipation.* Velocities in excess of those experienced in pre-development conditions shall be reduced through the means of velocity dissipation devices and in accordance with the City of Starkville standards of Design & Specifications. Appropriate calculations shall be provided that adequately demonstrate the reduction in velocity.
 - ii. *Details.* Cross-sectional details shall be provided that relate the outlet control structure to the water surface elevation of the required storm events.
 - iii. *Emergency Overflow.* The City Engineer may require an emergency overflow structure in instances where there is concern that the outlet control structure may be overwhelmed based on site design and conveyance type. In those instances, appropriate calculations to determine the overflow structures ability to convey an event in excess of the design event shall be required. Cross-sectional details for said structures shall be provided with water surface elevations shown for the required storm events.
- d. **Hydrograph:** An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events which compare the attenuated peak flow to the post-developed inflow.

5. **AREAS OF DIRECT DISCHARGE**

Areas of direct discharge shall be defined as post-development areas within the development that are not routed through any of the proposed on-site detention facilities and discharge directly off-site with no attenuation. The flow from these areas shall be added to the routed/detained flow from the detention facilities to provide a total post-development flow, varying time to peaks considered.

- a. **Exhibit/Schematic:** Areas of direct discharge shall be delineated and described as outlined in 3.a and should be included on the same schematic as 3.a.
- b. **Calculations:** All calculations necessary to analyze direct discharge runoff shall be in accordance with part 3.b of this document.

6. **UPSTREAM DRAINAGE AREAS & BYPASS SYSTEMS**

Upstream tributary flows to a development can overwhelm and cause failure to detention systems that have been designed for the developed site only. If upstream areas exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the specified event, as described in the City of Starkville Stormwater Management Ordinance, shall be required unless approved otherwise by the City Engineer. The developer has the option to detain upstream flows tributary to the site, bypass these flows, or a combination of the two.

- a. **Exhibit/Schematic:** An exhibit or schematic shall be provided for all upstream tributary areas that adhere to the schematic guidelines set forth in 2.a.
- b. **Calculations:**

Calculations for upstream drainage areas shall be in accordance with 2.b of this report. If the developer chooses to detain the upstream areas, the additional area, flow rate, and volumes should be reflected in the calculations of the stormwater management facility. If the

developer chooses to bypass upstream flows, the bypass system should be adequate to convey the specified event and shall meet all the requirements set forth in the City of Starkville Standards of Design & Specifications and in the City of Starkville Stormwater Management Ordinance. All calculations and subsequent parameters (e.g. areas, curve number, time of concentration, etc.) shall be specific to each individual basin.

7. DOWNSTREAM ANALYSIS

A downstream analysis may be required as defined in the City of Starkville Stormwater Management Ordinance. In the event that a downstream analysis is required, exhibits, schematics, calculations, hydrographs, etc. will be required as defined in this document and the Georgia Stormwater Management Manual, Volume 2, Chapter 3.1.9 (current edition), depending on the requirements of the analysis.

8. TOPOGRAPHIC SURVEY & GRADING PLAN

The following requirements pertain to the topographic survey and grading plan which shall be submitted with the infrastructure plan submittal.

- a. Topographic Survey:** A topographic survey of the existing conditions shall be provided with one-foot minimum interval contours, meeting National Map Accuracy Standards, of the land to be developed and such adjoining land whose topography may affect the layout or drainage of the developed area including any and all upstream areas. In situations where there are upstream areas contributing to the site and in which it may be impractical to survey these areas, the site topographic survey shall be supplemented with LIDAR contours for all upstream areas. The topographic survey shall include but is not limited to:
 - i. The banks and centerlines of streams and channels;
 - ii. The normal shoreline of lakes, ponds and retention/detention basins, and lines of inflow and outflow;
 - iii. The locations, size, type, slope, and inverts of stormwater conduits, drainage inlets, swales, conveyance systems, or any other drainage related structures;
 - iv. Storm, sanitary and combined sewers and outfalls of record;
 - v. Base flood (100-year) elevation (BFE) and floodways for the property, established pursuant to the City of Starkville Flood Plain Ordinance.
 - vi. Environmental features including the limits of wetland areas and any designated natural areas; and
 - vii. Any existing buildings, structures, parking lots, or other existing development or improvements.
- b. Grading Plan:** Proposed grades shall be provided with one-foot minimum interval contours and shall be designated with a dark, solid line. Existing contours may remain on the grading plan if they are shown in light, dashed lines and do not interfere with the overall interpretability of the plan. The grading plan shall include but is not limited to:
 - i. All requirements of 8.a for existing stormwater management facilities that are to remain or be altered after construction is complete;
 - ii. Boundary, existing easements, and proposed easements;
 - iii. North arrow, legend, and graphic scale;

- iv. Utilities. All of the following existing and proposed utilities shall be included: sanitary sewers, water, gas, telecommunications, utility poles, electric lines, and site lighting;
- v. Building Areas. All proposed buildings with the finished floor elevation for the first floor;
- vi. Site elements. The following shall be included: all proposed curbs, all existing curbs to remain, retaining wall location with elevations, all trees to remain, all proposed vehicular use areas, and all proposed pedestrian use areas;
- vii. Locations, size, linear length, type, slope, surface and invert elevations (for inflow and outflow locations) of all stormwater conduits, drainage inlets, junction boxes, swales, conveyance systems, detention or retention systems, weirs, baffles, control structures, headwalls, flared-end sections, or any other drainage related structures including any downstream receiving structures that are directly collecting stormwater from the development; an identification number or naming nomenclature that clearly represents the pipe network;
- viii. Existing streams and floodplains to be maintained and new channels to be constructed including their locations, cross-sections and profiles;
- ix. Spot elevations for any curb and gutter that is located within a curvilinear line or which is to be installed at minimum slopes;
- x. Spot elevations for detention ponds along the bottom of the pond to ensure that the pond fully drains between rain events;
- xi. Proposed grading to one-foot intervals that show extent and limits of grading, as well as how proposed grades will tie into existing grades. No grading should be completed off-site without a written letter from the property owner stating that such grading is allowed;
- xii. Details and application rates of any velocity dissipation devices (e.g. rip rap) such that said devices can easily be installed at the appropriate location and with the appropriate material, size, and quantity. Velocity dissipation devices shall be required at all outfalls leaving the site;
- xiii. The conveyance system tabulation as described in 3.b.iv;
- xiv. All appropriate details for pipe installation, inlet installation, outlet control structures, emergency spillways, etc. These may be placed on supplemental details sheet and not on the grading plan; and
- xv. Any proposed environmental enhancement or mitigation features.

Section 2- Stormwater Management Facilities

Stormwater management facilities including detention and retention facilities are designed primarily to detain increased runoff that occurs from development and additional impervious surfaces. These facilities shall meet the requirements set forth in the City of Starkville Stormwater Management Ordinance and in this section.

1. **DETENTION BASINS**

- a. Detention basins shall be constructed to temporarily detain the increase in stormwater runoff volume occurring on the site due to development and will conform to the following standards.
 - i. *Storage Volumes.* The volume of storage provided in these basins, together with such storage as may be authorized in other detention facilities, shall be sufficient to control the increased runoff from the 2-year, 10-year and 100-year, 24-hour storms; a developer/engineer may elect to detain only part of the proposed site, however, the total post-development flow must still be less than the pre-development flow. Furthermore, pre-existing flow patterns, distributions, and exit locations should be mimicked in the developed conditions; over-detaining a portion of the site will not be allowable if it results in increased direct-discharge flows to other parts of the site.
 - ii. *Surcharge.* No surcharge shall be allowed for any storm sewer, storm inlet, detention/retention pond, or other stormwater structure for any event less than or equal to the 25-year, 24-hour storm event.
 - (a) For flows greater than the 25-year, 24-hour event and that are equal to or less than the 100-year, 24-hour event, conveyance should be provided to the stormwater management facilities through designed overland systems (including but not limited to depressions, swales, curb and gutter, flumes, etc.) that do not cause flooding to any properties, private or public.
 - (b) Conveyance systems that are also utilized for detention shall not surcharge for any storm event less than or equal to the 100-year, 24-hour storm event.
 - iii. *Maximum Depth.* The maximum planned depth of stormwater storage shall not exceed four (4) feet if visible from or adjacent to public right-of-way unless approved by the City Engineer. Ponds that are placed at the rear of properties or that are not visible from public right-of-way may not exceed a depth of six (6) feet. Any pond greater than four (4) feet deep shall require a safety bench that is at a minimum three (3) feet wide and with a maximum of five (5%) percent cross-slope for every four (4) feet of elevation gained.
 - iv. *Vertical Walls.* By special exception, detention basins may use vertical interior walls. The maximum interior height of a vertically walled detention pond is six (6) feet built in two (2) foot high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of two (2) feet wide shall separate segments; landscaping along these ledges shall be required unless utilized for an alternative use such as seating.
 - v. *Approach slopes.* The approach slopes of the basin shall conform as closely as possible to natural land contours. For ponds located in areas visible from public right-of-way re-grading is preferable if necessary to keep the slopes under 5:1. 4:1 slopes may be

allowable if the pond is placed at the rear of the property or is not visible from public right-of-way. Erosion control measures shall be provided as well as devices or measures to ensure public safety.

- vi. *Cut Slopes.* Any cut slopes that may exist and that ties into the proposed detention pond that are in excess of the maximum allowed depth shall be have flat areas of less than five (5%) percent cross-slope and three (3) feet wide for every three (3) feet of elevation gained. These flat areas shall be landscaped as deemed appropriate by the Community Development Director;
- vii. *Outlet Control Structures.* Outlet control structures shall be designed as simply as possible and shall operate automatically. Any orifice less than eight (8) inches in diameter shall be protected within a manway structure. Slotted weirs must be at a minimum, four (4) inches in width unless approved by the City Engineer, and V-notch weirs are preferred for reduced maintenance requirements. They will be designed to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities, and not in excess of flows which would have occurred with the land in its pre-development condition. Exiting velocities shall not exceed ten (10) feet per second.
 - (a) For orifice or conduit control structures, the structure must be located in and protected by a manway structure. Trash racks may also be utilized in place of a manway structure; trash racks shall have no opening more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed to allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. All trash rack operations shall have a paved bottom that extends, at a minimum, six (6) inches beyond each side of the trash rack.
- viii. *Emergency Overflow.* The City Engineer may require an emergency overflow structure in the instances where there is concern that the outlet control structure may be overwhelmed based on site design and conveyance type. In those instances, appropriate calculations to determine the structure's capacity to pass an event in excess of the design event shall be required. Cross-sectional details for said structures shall be provided with water surface elevations shown for the required storm events. A narrative shall be provided in the stormwater report that details how the stormwater management facilities function during extreme flood events and that describes the flow path of any excessive flows that exceed the stormwater management facilities. The City Engineer reserves the right to require additional analysis if there are concerns for downstream flooding.
- ix. *Appearance.* Detention facilities shall, where possible, use natural topography and natural vegetation. In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders as well as within the pond. The purpose of said plantings will be for screening and absorption; therefore, both elements should be considered in the design phase. All ponds shall

be at a minimum sodded to a point three (3) feet beyond the top of the levee; no mulch or seed will be allowed.

- x. *Drainage.* Detention basins shall be designed to completely drain between storm events, and shall fully drain within 48 hours after any given storm event. Any basin that fails to drain in this time period will be considered in violation of the City of Starkville Stormwater Management Ordinance and shall be subject to the enforcement provisions and penalties outlined in the ordinance. Detention pond bottoms shall have a minimum of 1.5% slope if left in a natural, grassed condition. Detention pond bottoms shall have a minimum of 0.5% slope if a paved flume is utilized.
- xi. *Fencing.* Fencing of detention basins is not permitted unless written justification is submitted to and approved by the City Engineer. The preferred method is to manage the contours of the pond through the inclusion of a safety bench to eliminate drop-offs and reduce the potential for accidental drowning. In addition, the safety bench may be landscaped to deter access to the pool. If fencing is required, it shall meet the design requirements of the Community Development Director.
- xii. *Freeboard.* If an overflow spillway is required, there shall be a freeboard of four (4) inches from the maximum detention elevation to the top of the levee and the spillway structure should be capable of passing stormwater that is in excess of the 100-year, 24-hour storm. The developer will not be required to provide freeboard if an emergency structure (such as a manway or weir) is incorporated that will safely pass emergency flows.

2. UNDERGROUND BASINS

- a. Underground detention facilities shall be constructed to temporarily detain the increase in stormwater runoff volume occurring on the site due to development and will conform to the following standards:
 - i. *Access.* At a minimum, all underground detention facilities shall be provided with manway access to inflow and outflow ends and control structure junctions.
 - ii. *Clear Space.* No underground detention facility shall have any permanent structure of any type, other than pavement or recreational amenities (e.g. playground equipment), erected above the system.
 - iii. *Drainage.* Underground detention facilities shall be designed to completely drain between storm events, and shall fully drain within 48 hours after any given storm event. Any basin that fails to drain in this time period will be considered in violation of this article and shall be subject to the enforcement provisions and penalties outlined the City of Starkville Stormwater Management Ordinance. Underground detention facility bottoms shall have a minimum of 0.5% slope in the direction of flow.
 - iv. *Extreme Flow Conditions.* Underground detention facilities shall be evaluated for the 500-year flow event to ensure no extreme and unintended consequences or flooding occurs once the facilities storage has been exceeded. A narrative shall be provided in the stormwater report that details how the stormwater management facilities function during extreme flood events and that describes the flow path of any excessive flows that exceed the stormwater management facilities. The City Engineer

reserves the right to require additional analysis if there are concerns for downstream flooding.

3. RETENTION BASINS

- a. Retention basins designed with permanent pools shall conform to the standards for detention basins as specified and will conform to the following standards:
 - i. *Minimum Depths.* The minimum normal depth of water before the introduction of excess stormwater shall be three (3) feet. The normal design pool shall be maintained year round.
 - ii. *Facilities for Emptying.* For emergency purposes, cleaning facilities shall be provided or plans prepared for the use of auxiliary equipment to permit emptying and drainage.
 - iii. *Pollution Abatement.* Aeration facilities shall be required.
 - iv. *Side Slopes.* Natural side slopes for retention ponds shall be 4:1 or flatter; retention pond bottoms and side slopes shall be permanently sodded. Retention ponds with side slopes shall have a safety bench ledge three (3) feet wide at five (5%) percent cross-slope located at three (3) feet below normal pool elevation and three (3) feet below the maximum storage elevation.
 - v. *Retaining Walls.* Retaining walls are allowed for retention ponds; approach slopes tying into the retaining walls shall be 5:1 or flatter. Retention ponds with retaining walls shall have a safety ledge two (2) feet wide provided at every thirty (30) inches of elevation gained. When vertical interior walls are used they shall have emergency egress steps or ladders provided.
 - vi. *Sediment Storage.* Adequate area for sediment storage shall be provided in all retention basins and shall be designed to not interfere at any point with the required storage volume.

4. ALTERNATE MITIGATION METHODS

- a. Acceptable stormwater management facilities may be designed by reference to such creative methods as are provided in the Georgia Stormwater Management Manual (latest version), reference manuals or texts utilizing the most current methods of design and construction, or in accordance with the detention basins and retention basins described previously. Utilization of such optional methods will in no way alter the intent or spirit of the requirements for City of Starkville Stormwater Management Ordinance and will continue to be subject to all calculations necessary to meet the intent of the ordinance. Utilization of such methods may allow for a reduction in the required detention volume if it is shown that said methods provide substantial reduction in increased peak flows and increased storage for the localized areas in which they are implemented. These methods may include but are not limited to bioretention areas, permeable pavements, stormwater planters, etc.

Section 3- Stormwater As-Built Documentation

All applicants are required to submit actual as-built plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design for all stormwater management facilities and practices and must be certified, signed, and sealed by the engineer of record. When facilities are not constructed according to the approved plans, the City of Starkville has the explicit authority to compel compliance and have any situations corrected which are not according to the approved plans. If the as-built plan differs substantially from the approved Drainage Plan but is still acceptable to the City of Starkville, then the applicant or responsible party shall update all pertinent submittals prior to final approval.

As-built documentation should include all information related to stormwater conveyance, detention, and stormwater management facilities that was included in the approved Drainage Plan. This information should reflect actual values and not just those approved as a part of the Drainage Plan. This includes but is not limited to the following:

1. *Conveyance Systems*. This may include stormwater conduit, open channels, natural channels, swales, box culverts, junction boxes, etc. The following information for these systems shall be provided, at a minimum, on an as-built basis:
 - a. Location in relation to the site plan;
 - b. Type;
 - c. Material;
 - d. Size or diameter;
 - e. Length;
 - f. Slope;
 - g. Inverts;
 - h. Available capacity; and
 - i. 25-year capacity tributary to the conveyance system or design storm capacity required by the City Engineer.
2. *Stormwater Management Facilities*. This may include detention ponds, retention ponds, underground detention basins, alternate design facilities, or any other facility used for detention or reduction of runoff rates. The following information for these systems shall be provided, at a minimum, on an as-built basis:
 - a. Location in relation to the site plan;
 - b. Side slopes;
 - c. Grading contours at one-foot intervals;
 - d. Land cover material for surface facilities;
 - e. Bottom elevations perpendicular to grade lines and in the direction of flow (i.e. bottom of pond slope);
 - f. All information relative to the control structure (e.g. size, type, length, slope, invert, etc.);
 - g. Water surface elevations for the required design events;
 - h. Calculation of total volume provided; and

- i. An analysis of the stormwater management facilities shall also be provided that simulates the design events through facilities to ensure they provide adequate storage and reduced peak flow rates as approved.

STORMWATER MANAGEMENT ORDINANCE

Purpose

During rainfall, a portion of precipitation is either captured by plants or infiltrates into the ground; any remaining precipitation flows over the ground, typically to the nearest conveyance system. This remaining precipitation is known as stormwater runoff. In developed areas where there are high percentages of impervious surfaces, especially when compared to undeveloped conditions, a majority of precipitation becomes stormwater runoff. This increase in water flowing along the ground, rather than infiltrating into the soil, can cause localized and regional flooding due to the increased runoff volumes and velocities. Furthermore, loss of infiltration due to impervious surfaces increases the amount of pollutants and sediment that are transported downstream and can cause significant degradation both in manmade stormwater conveyance systems and natural conveyance systems (e.g. creeks, streams, channels).

The purpose of this article is to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community-at-large; and protect, conserve and promote the orderly development of land, water and all natural resources. The provisions of this article further regulate, guide, and control:

1. The subdivision layout, new development, redevelopment, land disturbance activities, changes in ground cover, and improvement of lands located within the City of Starkville.
2. The construction of buildings and drainage of the sites on which structures are located, including parking and other paved surfaces.
3. The design, construction, and maintenance of stormwater management facilities.
4. Any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City of Starkville.

Definitions

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

Aeration. The adding of oxygen into water (typically retention ponds) through means of fountains, waterfalls, or other mechanical means.

Agricultural-The act of and business of raising or growing of crops, fowl, or livestock, provided such use does not constitute a nuisance or health hazard.

Best Management Practices (BMPs). Stormwater best management practices (BMPs) are engineered facilities designed to reduce and/or treat stormwater runoff, which mitigate the effects of increased stormwater runoff peak rate, volume, and velocity due to urbanization.

Bypass. Bypass systems or channels are conveyance systems which are used to pass flows from upstream contributing areas through a property without impacting the on-site stormwater management facilities including those used for conveyance, detention and/or retention.

CFS. Cubic feet per second; a unit of measurement of stormwater runoff.

Design Year Storm. The design year storm is a statistical definition of the percent chance that a storm has of occurring in any given year. That year should not be considered as an actual number of years between occurrences. For example, the "100-year storm" is not necessarily the storm that will occur once every one-hundred years. Rather, it is the storm that has a one percent (1%) chance or greater of occurring each year.

Conveyance. The movement of stormwater through a drainage system, such as pipes, inlets, ditches, swales, streams, watercourse, waterway, etc.

Development. Any human-made activity that changes the nature of real estate, not limited to buildings or other structures.

Drainage Channel. A natural or artificial watercourse with a definite bed and banks that conduct continuously or periodically flowing water.

Drainage Plan. A plan that includes but is not limited to an existing conditions/topographic map, proposed drainage map which includes proposed improvements and grading, and a hydraulic and hydrologic stormwater analysis, which has been certified by a professional engineer licensed to design in the State of Mississippi. The documents included in the Drainage Plan must conform to the regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.

FEMA. Federal Emergency Management Agency.

Forestry- The act of harvesting timber grown on a property of more than ten (10) acres. The existence of a stand of timber on a property that is not a tree farm certified by the State of Mississippi shall not be considered a forestry site and cannot be cleared without an approved site plan for development. Proof of certification shall be required to be submitted prior to any approval for land clearing.

Georgia Stormwater Management Manual (GSMM). A document also known as the "Blue Book" developed by the Atlanta Regional Commission designed to provide guidance on the latest and best post-construction stormwater management practices available to minimize the negative impacts of increasing stormwater runoff and its associated pollutants. The document as a whole consists of many sub-manuals including Volume 1 Local Government Guide, Volume 2 Technical Handbook, and various site development tools. For the purpose of this ordinance the GSMM may be utilized for enhanced mitigation and hydraulic analysis techniques.

Impervious Surface Area. Impervious surface area means a surface composed of any material that significantly impedes or prevents natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface. It is further defined as a development area that includes or is proposed to have a weighted curve number of ninety (90) as defined by NRCS.

Land Disturbance/Land Disturbing Activities. Any activity involving the clearing, cutting, excavating, filling, or grading of land or any other activity that alters land topography or vegetative cover.

LIDAR. Light Detection and Ranging. A remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to the Earth. These light pulses – combined

with other data recorded by the airborne system – generate precise, three-dimensional information about the shape of the Earth and its surface characteristics. Lidar topography data should only be used as supplemental data in conjunction with a topographic survey.

MDOT. Mississippi Department of Transportation.

Natural Conditions. Reference to the natural condition shall mean the condition of the site before any development occurred at any time. If the natural, existing condition cannot be documented through historical means, the pre-developed site will be evaluated using the slope currently present and an SCS runoff weighted curve number equal to that of seventy (70) percent of the existing value.

New Development. New development is defined as land disturbing activities, structural development (construction, installation, or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

NRCS. Natural Resource Conservation Service is the federal agency that works in partnership with private landowners to conserve and sustain natural resources on private lands. It was previously known as the Soil Conservation Service (SCS).

NRCS (or SCS) TR-55. United States Department of Agriculture, Natural Resources Conservation Service, Engineering Division, Technical Release 55, dated June 1986, Urban Hydrology for Small Watersheds.

Peak Flow. The maximum rate of flow realized at a specific point in time throughout the duration of a rainfall and runoff event.

Post-development. Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist based on the proposed project, after completion of the land development activity on a site, based on the final expected use or fully built condition of the site even if such conditions do not exist at the time of final plat or City adoption of applicable infrastructure.

Pre-development. Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads, and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Redevelopment. Redevelopment is defined as structural development (construction, installation or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surface not part of routine maintenance, and land disturbing activities associated with structural or impervious development. Any project on a developed site that triggers site plan review shall be considered a redevelopment, even if the overall amount of impervious area is reduced or remains unchanged. Redevelopment does not include such activities as exterior remodeling.

Runoff. The flow of surface water resulting from precipitation.

SCS. Soil Conservation Service is the original organization developed in 1935 by the federal government to work to conserve and sustain natural resources on private land through education and partnership and it is now known as the Natural Resource Conservation Service (NRCS).

Stormwater Detention. A surface water runoff storage facility that is designed to completely drain and be dry between storm events but is designed to detain surface water temporarily during and immediately after a runoff event. These systems can include but are not limited to detention ponds, subsurface tanks, pipes, or reservoirs.

Stormwater Management Facilities. Devices, construction methods, and fixtures that are designed to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community at large; and protect, conserve and promote the orderly development of land and water resources including but not limited to retention and detention ponds, rain barrels, swales, etc.

Stormwater Retention. A pond or basin which always retains a substantial volume of water at a specified elevation (called normal pool) to serve recreational, aesthetic, water supply, water quality, or other functions and to provide runoff storage above normal pool.

Time of Concentration. The time for runoff to travel from the hydraulically most distant point (based on travel time, not travel distance) of the watershed to a point of interest within the watershed, often called the outfall. This parameter is representative of the time taken for the total watershed area to contribute runoff to the outfall point.

2-year/24-hour storm. See National Oceanic and Atmospheric Administration (NOAA) website for Precipitation Frequency Estimates.

10-year/24-hour storm. See National Oceanic and Atmospheric Administration (NOAA) website for Precipitation Frequency Estimates.

100-year/24-hour storm. See National Oceanic and Atmospheric Administration (NOAA) website for Precipitation Frequency Estimates.

100-year Floodplain. The 100-year floodplain shall be determined to be that area which is inundated by water during the 100-year/24-hour rainfall event as determined by maps developed by FEMA.

General Criteria and Standards

1. *Applicability.* This article shall be applicable within the City of Starkville's jurisdictional area or to any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City and shall apply to:
 - i. New development or redevelopment that is greater than or equal to one-half (1/2) acres and less than two (2) acres and having fifty (50) percent or greater impervious surface;
 - ii. New development or redevelopment that is two (2) acres or greater;
 - iii. Land development activities that are smaller than the minimum applicability criteria established in subsection (1) i.—ii. above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct land development

activities may take place at different times on different schedules (such as a phased residential subdivision).

2. *Exemptions.* The following development activities are exempted from this article:
 - i. Existing, individual single family residential lots less than ten (10) acres, provided that single family lots that are part of a new subdivision or phased development project are not exempt from this article;
 - ii. Additions or modifications to existing single family structures;
 - iii. Developments or redevelopments that are less than one-half (1/2) acre, provided they are not part of a larger common development plan;
 - iv. Any on-going or continuous forestry logging and agricultural activity;
 - v. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas;
 - vi. Repairs and/or construction deemed emergency in nature; and
 - ~~vii. Repairs to any stormwater management facility deemed necessary by the City Engineer.~~
3. *Mitigation of Excess Stormwater Runoff.* The increased stormwater runoff resulting from the proposed development or redevelopment meeting the minimum applicability criteria of subsection (1) shall be mitigated by proper stormwater management facilities. Said mitigation will be designed so that the peak flows of stormwater runoff from the site, in the final condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its pre-development state for the 2-year, 10-year and 100-year, 24-hour storm events.
4. *Storage Capacity.* Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development in excess of that runoff which would occur from the site if left in its pre-development state. This storage shall be sufficient to store all excess flows and volumes for the 2-year, 10-year and 100-year, 24-hour event. The stormwater management facilities shall be designed so that the peak flow rate at any exit point in the post-developed condition shall be less than or equal to the peak flow rate for that exit point in the pre-developed condition for the 2-year, 10-year and 100-year, 24-hour storm event.
 - i. Initial Storage Estimate: As part of a rezoning, conditional use, special exception, pre-application, or a preliminary plat, the City Engineer may require an initial storage estimate concurrent with NRCS TR-55, Chapter 6 Storage Volume for Detention Basins. If required, the resultant storage estimate should be relatively the same as that provided by the proposed detention/retention structure.
5. *Downstream Runoff Analysis.* An important consideration of a new development or redevelopment is the increased volume of water that is added to downstream areas. Even when peak flows have been properly attenuated, downstream flooding can still occur due to increased duration of higher peak flow rates. These longer durations of higher flows can combine with existing downstream flows to create flooding that may not have previously existed. A downstream analysis of the design events will be required based on the proposed development for the following conditions:

- i. Developments between two (2) acres and twenty (20) acres will be required to perform a stormwater analysis subject to the standards of this ordinance at a point five-hundred (500) feet downstream or to a significant point of interest, as determined by the City Engineer, of the development for the required design events to ensure that the proposed runoff does not create an increase in peak flow downstream that did not exist during pre-development. This analysis shall be based on the time of concentration of the overall basin draining to the point five-hundred (500) feet downstream, not just that of the proposed site.
- ii. Developments ten (10) acres or greater will be required to perform a “10% Rule” analysis, as described in the Georgia Stormwater Management Manual (current edition).

In the event the downstream runoff analysis concludes a potential for increased peak flows downstream, the City Engineer may require further mitigation to protect downstream properties.

6. *Stormwater Management Facilities in Floodplains.* If stormwater storage is provided within any floodplain, no facility or storage volume may be provided below the 100-year base flood elevation (BFE) established for that floodplain. If not established, a study prepared by a design professional registered or licensed in the state of Mississippi utilizing standard engineering practices approved by FEMA may be submitted to determine the base flood elevation. Special consideration may be given by the City Engineer if no alternate location of the stormwater management facility is practical.
7. *Stormwater Bypass.* Stormwater management facilities shall have adequate capacity to bypass, through the development, the existing flow from all upstream areas. Bypass conveyance should be designed such that they do not overtop the bypass system. Bypass flow should not be conveyed through proposed on-site stormwater management facilities unless otherwise approved by the City Engineer. A supplemental drainage report will be required that accounts for all upstream contributing areas and the flows that said areas impose on the proposed development. The bypass system shall be designed to convey runoff based on the following information:
 - i. For upstream contributing areas equal to or greater than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the one-hundred (100) year storm event, based on existing upstream conditions.
 - ii. For upstream contributing areas less than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the fifty (50) year storm event, based on existing upstream conditions.
8. *Drainage Way Protection.* It shall be unlawful to dump trash, debris, landscape waste, and other deleterious materials in any and all drainage ways in the city.
9. *Regulation of Flow Distribution.* Detailed information shall be provided for each runoff exit point from the property which determines the pre-development flow distribution and location. Flow must exit the property in the post-developed condition in the same flow distribution and location as it exited the property in the pre-developed condition, to the greatest extent possible. In rare circumstances where the flow distribution is increased at any given point, the post-development flow at that point shall not increase from its pre-development state, even if the entire site runoff collectively is less than pre-development.

10. *Connection to Existing Structures.* Where proposed stormwater runoff is to be connected to existing stormwater infrastructure, (e.g. storm sewer, open channel, box culvert, etc.), an analysis of the existing structure and its ability to convey additional runoff will be required. In the event the downstream infrastructure cannot convey the required runoff, the City Engineer may require further mitigation or improvement.

11. *Redevelopments with Existing Impervious Surfaces.* For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may decrease the weighted curve number, it will be required to reduce the stormwater runoff to an amount of less than or equal to ~~seventy (70)~~ ninety-five (95) percent of the pre-development condition.

For larger redevelopment sites where only a portion is being developed or redeveloped, when the new development area is twenty (20) percent of the total existing site area or less, only the new development area is to be mitigated. Percentage of the site to be cumulative over a ten (10) year period if the site is redeveloped in multiple phases.

For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may increase the weighted curve number, it will be required to reduce the stormwater runoff to the lesser of the following unless approved otherwise by the City Engineer:

- i. pre-development condition; or
- ii. an amount of less than or equal to ~~seventy (70)~~ ninety-five (95) percent of the post-development condition.

12. *Phased Development.* For developments designed to occur in phases, the stormwater management facilities, including both conveyance and detention, shall be designed to individually comply with the regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications at the end of each phase such that the system would meet these requirements even if future phases do not occur. As additional phases develop, the stormwater management facilities may be expanded and modified to meet the requirements of future phases.

13. *Regional Stormwater Management.* The Drainage Plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an offsite or regional facility. The City Engineer, with the approval of the Planning and Zoning Commission, may make allowance for an offsite or regional facility based on a development's location, lot size, percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The offsite or regional facility, if applicable, must comply with the following:

- i. The offsite or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
- ii. For purposes of use, only developments contiguous to the offsite or regional facility or developments that have obtained legal and binding easements allowing the transfer of stormwater across all properties involved to gain access to the offsite or regional facility are eligible;

- iii. A drainage easement for the conveyance of stormwater to the regional facility is required; and
 - iv. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the offsite or regional facility.
14. *Stormwater Management during Construction.* Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the development's Stormwater Pollution Prevention Plan and Erosion Control Plan. Erosion control measures, such as stormwater retention devices or sediment traps, may be used as temporary stormwater management facilities during the development's construction process. At a minimum, a temporary stormwater management facility must be capable of managing runoff from the 2- and 10-year storm events. Stormwater management facilities, permanent or temporary, must be properly maintained during all stages of site development.

Improvement Regulation

1. *Required Information.* A Drainage Plan shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi and submitted with the plans for each proposed development. The stormwater report shall use the United States Department of Agriculture Soil Conservation Service (SCS) method for determining runoff rates and volumes, the TR-55 Method for time of concentration values, and shall follow the format and regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.
 - i. *Pre-development Calculations.* Calculations shall be provided which show the pre-development rate of runoff for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the SCS Runoff Curve number method in accordance with the United States Department of Agriculture Soil Conservation Service Technical Release 55. The City Engineer reserves the right to allow alternate methods. Recommended curve number values can be found in the City of Starkville Standards of Design and Specifications and shall be in accordance with TR-55. Precipitation frequency estimates should be obtained from the National Oceanic and Atmospheric Administration (NOAA) website.
 - ii. *Post-development Calculations (without mitigation).* Calculations shall be provided which show the post-development rate of runoff for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the same methodology that is used to calculate the existing peak flow rates.
 - iii. *Routed/Detained Calculations.* Calculations shall be provided which show the total planned release rate after detention has been incorporated for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the same methodology that is used to calculate pre- and post-development peak flow rates. The Rational Method shall not be used for detention design.
 - iv. *Drainage Plan:* A comprehensive Drainage Plan shall be designed to safely and completely accommodate existing stormwater runoff, handle the proposed stormwater runoff and to manage increased stormwater runoff. This plan shall adhere to the necessary documents, calculations, and guidelines set forth in this ordinance and in the City of

Starkville Standards of Design and Specifications, and shall include and be designed based upon the following:

- a. For all stormwater management facilities, design hydrographs of inflow, outflow and routed/detained conditions for the 2-year, 10-year, and 100-year, 24-hour event peak flows from the site under pre-development, post-development, and routed/detained conditions;
 - b. Time of concentration path including length, slope and type (e.g. sheet, shallow-concentrated, channel, closed conduit, etc.) of flow. Calculation method for time of concentration shall be performed in accordance with the TR-55 method; furthermore, sheet flow shall not exceed one-hundred (100) linear feet for any time of concentration calculation for a post-development scenario.
2. *Stormwater Management Facilities:* Stormwater management facilities, including detention and retention facilities, are designed primarily to detain increased runoff that occurs from development and additional impervious surfaces. These facilities must meet the requirements set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.
 - i. *Location of Facilities:* Surface stormwater management facilities (e.g. dry pond or retention pond) shall be located to the side or rear of a development, to the greatest extent possible. If site conditions warrant the placement of the surface stormwater management facilities in the front of the development or along City right-of-way, then it shall to the greatest extent possible serve as an aesthetic and landscape amenity through means including but not limited to gradual side slopes, shallow depths, enhanced landscaping, implementation of alternate BMP methods, etc. Landscaping shall be appropriately designed and meet landscape standards of this section.
 - ii. *Maintenance of Facilities:* All improvements, including landscaping, shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the improvements. In the case of shared stormwater management facilities, the improvements shall be owned and/or maintained by the property owner's association of the development. A special note to this effect shall appear on any final plat of subdivision or any plat of condominium and their declarations. A property owner's association shall be formed by the developer in perpetuity for the maintenance of the improvements. Membership shall be mandatory for all property owners. Articles of agreement of the property owner's association must be approved by the Board of Aldermen of the City of Starkville before recording. When problems arise due to inadequate maintenance, the City Engineer or his designated agent of the City of Starkville may inspect the improvements and compel the correction of the problem by issuing a written notice of violation to the owner of the property. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. In accordance with the authority of the municipality granted by MCA 1972 § 21-17-5, said notice shall further advise that, should the violator fail to remediate or restore within the

established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

- iii. *Inspection of Facilities:* The City Engineer or his designated agent shall inspect all stormwater management facilities while under construction. All stormwater management facilities located on private property shall be accessible at all times for inspection by the City Engineer or other responsible public official. A final inspection by the City Engineer or his designated representative is required before the release of any certificates of occupancy or performance securities can occur.
- iv. *As-built Documentation.* Upon completion of a project or a phase of a phased project, the registered landscape architect or the licensed professional engineer is responsible for submitting a signed/stamped certification that the completed project is in accordance with the approved Drainage Plan. All applicants are required to submit actual "as-built" plans for any stormwater management facilities or practices after final construction is completed. See the City of Starkville Standards of Design and Specifications for as-built documentation requirements.

Miscellaneous

- 1. *Penalties for Violation.* Any responsible party found to be in violation of any of the terms and provisions of this article shall be notified in writing of the violation. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof and a civil penalty of not more than \$500.00 per day of continuing violation shall be charged to the violator. In addition, the City may issue stop work orders on any Development that fails to remediate stormwater violations, and reserves the right to pursue any and all additional remedies allowed by law.
- 2. *Validity.* If any term or provision of this article shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.
- 3. *Conflict.* All ordinances heretofore adopted on the subject which are in conflict herewith are hereby repealed and the application of this article as will not be contrary to the public interest.
- 4. *Variance.* No variance from the strict application of any provision shall be granted unless it is found that:
 - i. Literal interpretation of the provisions of this article would deprive the owner of reasonable use of their land; and
 - ii. Granting the variance would be in harmony with the general purpose and intent of this article and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- 5. *Maintenance Access Easements.* The owner or responsible party must ensure access from a public right-of-way to the stormwater management facilities. A permanent access easement shall be

secured to insure access to the stormwater management facilities to perform regular inspection, maintenance, and repairs. Such access shall be sufficient for all necessary equipment for maintenance activities and repairs. All such easements shall be noted on any plat, survey, site plan, or other application or map provided to the City of Starkville for any purpose.

**NOTICE OF A PUBLIC HEARING
AUGUST 6, 2019 AT 5:30 P.M.
ON A PROPOSED ORDINANCE ENLARGING, EXTENDING AND DEFINING
THE CORPORATE LIMITS AND BOUNDARIES OF THE
CITY OF STARKVILLE, MISSISSIPPI**

Notice is hereby given that a public hearing will be held on the 6th day of August, 2019, at 5:30 p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on a proposed Ordinance relating to the enlarging, extending and defining the corporate limits and boundaries of the City of Starkville, Mississippi.

/s/ Lesa Hardin

Lesa Hardin
City Clerk/CFO

**AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING
THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF
STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI;
SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE
ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC
SERVICES TO BE RENDERED THEREIN; AND FOR OTHER
PURPOSES RELATED THERETO.**

**BE IT ORDAINED BY THE MAYOR AND ALDERMEN OF THE CITY OF
STARKVILLE, MISSISSIPPI:**

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Starkville, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Oktibbeha County, Mississippi hereinafter described.

SECTION 2. The unincorporated land and territory which is added to and included in the corporate limits of the City of Starkville, Mississippi, is situated in Oktibbeha County, Mississippi, and is more particularly described as follows:

**CITY OF STARKVILLE, MISSISSIPPI
PROPOSED ANNEXATION AREA**

Beginning at the intersection of the East line of the West ½ of the West ½ of Section 36, Township 19 North, Range 14 East and the South right-of-way of Mississippi Highway 182 (formerly US Highway 82), said point being on the existing corporate limits of the City of Starkville as described in the Judgement of Annexation filed May 22, 1998 in the Chancery Court of Oktibbeha County, Mississippi, said point being the POINT OF BEGINNING;

Thence, leaving said existing corporate limits of the City of Starkville, run Easterly along said South right-of-way of Mississippi Highway 182 to its intersection with the Northwest corner of Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in

Deed Book 216, Page 382 to its Southeast corner, said point also being the Southwest corner of Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner;

Thence run Northerly along the East line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southerly along the West right-of-way of East Lee Boulevard to its intersection with the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of Section 36, Township 19 North, Range 14 East;

Thence run Northerly along the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 36 to its intersection with the South line of a parcel of land described in the "Also" paragraph in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel described in the "Also" paragraph in Deed Book 2015, Page 4876 to its intersection with the East right-of-way line of East Drive;

Thence run Northerly along the East right-of-way line of East Drive to its intersection with the North line of said parcel described in the "Also" paragraph in Deed Book 2015, Page 4876;

Thence run Easterly along the North line of said parcel described in the "Also" paragraph in Deed Book 2015, Page 4876 to its intersection with the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 36;

Thence run Northerly along said East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 36 to its intersection with the Southeast corner of a parcel described in Deed Book 2001, Page 5 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in Deed Book 2001, Page 5, to its Northeast corner;

Thence run Northwesterly along the North line of said parcel described in Deed Book 2001, Page 5 to its Northwest corner;

Thence run Southerly along the West line of said parcel described in Deed Book 2001, Page 5 to its Southwest corner, said point being on the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Section 36;

Thence run Westerly along the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Section 36 to its intersection with the East line of Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the Southeast corner of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Westerly along the South line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the Northeast corner of a parcel of land described in the second paragraph of Tract 1 in Exhibit "A" in Deed Book 2011, Page 5596 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said parcel described in the second paragraph of Tract 1 in Exhibit "A" in Deed Book 2011, Page 5596 to its Southeast corner;

Thence run Northwesterly and Westerly along the South line of said parcel described in the second paragraph of Tract 1 in Exhibit "A" in Deed Book 2011, Page 5596 to its intersection with the West line of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Section 36, Township 19 North, Range 14 East;

Thence run Southerly along the West line of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Section 36 to its intersection with the South line of said Section 36;

Thence run Easterly along the South line of said Section 36 to its intersection with the Southwest corner of a parcel of land described as Tract 2 in Deed Book 2003, Page 8374 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the West line of said parcel described as Tract 2 in Deed Book 2003, Page 8374 to its Northwest corner;

Thence run Easterly along the North line of said parcel described as Tract 2 in Deed Book 2003, Page 8374 to its Northeast corner;

Thence run Southeasterly and Southwesterly along the East line of said parcel described as Tract 2 in Deed Book 2003, Page 8374 to its intersection with the South line of said Section 36, said point also being the South right-of-way line of Barry Hill Rd;

Thence run Easterly along the South right-of-way line of Barry Hill Rd., and continue Southerly along the West right-of-way line of Barry Hill Rd. to its intersection with the North right-of-way of Montgomery Hill Rd.;

Thence run Southerly to a point on the South right-of-way of Montgomery Hill Rd., said point also being on the West line of the East ½ of Section 1, Township 18 North, Range 14 East;

Thence run Southerly along the West line of the East ½ of said Section 1 to its intersection with the Northwest corner of a parcel of land described as Parcel 2 in Deed Book 2012, Page 829 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along a North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its Northeast corner;

Thence run Southerly along an East line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with an interior corner of said parcel described as Parcel 2 in Deed Book 2012, Page 829;

Thence run Easterly along said North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southwesterly along the West right-of-way of East Lee Boulevard to its intersection with the West line of the East ½ of said Section 1;

Thence run South along the West line of the East ½ of said Section 1 to its intersection with the East right-of-way line of East Lee Boulevard;

Thence run Northeasterly along the East right-of-way of East Lee Boulevard to its intersection with the South right-of-way of Harned Road;

Thence run Southeasterly along the South right-of-way of Harned Road to its intersection with the Northeasterly extension of the East line of a parcel of land described in Deed Book 288, Page 582 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northeasterly along the Northeasterly extension of the East line of said parcel of land described in Deed Book 288, Page 582 to its intersection with the North right-of-way of Harned Rd.;

Thence run Southeasterly along the North right-of-way of Harned Rd. to its intersection with the North right-of-way of Ridgecrest Dr.;

Thence run Northeasterly along the North right-of-way of Ridgecrest Dr. to its intersection with the South corner of a parcel of land described in Deed Book 2008, Page 757 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northwesterly along the Southwest line of said parcel of land described in Deed Book 2008, Page 757 to the West corner of said parcel of land described in Deed Book 2008, Page 757;

Thence run Northeasterly along the Northwest line of said parcel of land described in Deed Book 2008, Page 757 to the North corner of said parcel of land described in Deed Book 2008, Page 757, said point also being the Southwest corner of a parcel of land described as "Tract 1" in Deed Book 2017, Page 4495 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the West line of said "Tract 1" as described in said Deed Book 2017, Page 4495 to the Northwest corner of said "Tract 1" in said Deed Book 2017, Page 4495;

Thence run Easterly along the North line of said "Tract 1" as described in said Deed Book 2017, Page 4495 to the Northeast corner of said "Tract 1" in said Deed Book 2017, Page 4495, said point also being located on the South line of Lot 27 of Chadwick Place, Part II, a subdivision of and in Oktibbeha County, Mississippi, as shown by map or plat thereof of record in Plat Book 4 at Page 50 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said Lot 27 of Chadwick Place, Part II, as recorded in Plat Book 4, Page 50, to the Southeast corner of said Lot 27 of Chadwick Place, Part II, as recorded in Plat Book 4, Page 50, said point also being located on the East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 1;

Thence run North along said East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 1, to its intersection with the Southeast corner of a parcel of land described as "Tract II" in Deed Book 856, Page 137 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel of land described as "Tract II" in Deed Book 856, Page 137 to its Southwest corner, said point also being the Southeast corner of a parcel of land described as the "Also" in the second paragraph of Deed Book 674, Page 534 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel of land described as the "Also" in the second paragraph of Deed Book 674, Page 534 to its Southwest corner, said point also being the Southeast corner of Lot 7 of the Briscoe and Harned Subdivision as shown on plat of such Subdivision recorded in Deed Book 197, Page 570 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said Lot No. 7 of the Briscoe and Harned Subdivision as recorded in Deed Book 197, Page 570, and continue along the East lines of Lots 6, 5, 4, 3, 2 and 1 of said Briscoe and Harned Subdivision as recorded in Deed Book 197, Page 570, to the Northeast corner of said Lot No. 1 of the Briscoe and Harned Subdivision as recorded in Deed Book 197, Page 570, said point also being located on the South line of Section 36, Township 19 North, Range 14 East;

Thence run Easterly along the South line of said Section 36 to its intersection with the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36;

Thence run North along the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36 to its intersection with the South line of Lot 4 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the South line of said Lot 4 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, and its extension thereof, to its intersection with the East right-of-way of Edinburgh Rd., said point also being on the West line of Lot 14 of said University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45;

Thence run Northerly along the West line of said Lot 14 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, to its Northwest corner, said point also being the Southwest corner of Lot 13 of said University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45;

Thence run Southeasterly along the South line of said Lot 13 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, to the Southeast corner of said Lot 13 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45;

Thence run Northerly along the East line of said Lot 13 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, to its intersection with the South line of said Section 36;

Thence run East along the South line of said Section 36, Township 19 North, Range 14 East, and continuing along the South line of Section 31, Township 19 North, Range 15 East to its intersection with the West right-of-way of Bardwell Rd.;

Thence run Northerly along the West right-of-way of Bardwell Rd. for 86 feet, more or less, to its intersection with the Westerly extension of a South line of a parcel of land described in Deed Book 2016, Page 5847 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the Westerly extension of said South line of said parcel described in Deed Book 2016, Page 5847, to its intersection with the East right-of-way of Bardwell Rd., said point also being on a South line of said parcel described in Deed Book 2016, Page 5847;

Thence run Easterly along said South line of said parcel described in Deed Book 2016, Page 5847 for 480 ft., more or less, to its intersection with the South line of said Section 31;

Thence run Southerly, Easterly and Northerly for 2,450 ft, more or less, to a point on the East line of said parcel described in Deed Book 2016, Page 5847, said point also being located on the South line of said Section 31;

Thence run Easterly along the South line of said Section 31 to its intersection with the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 31;

Thence run Northerly along the East line of the Southwest $\frac{1}{4}$ of said Section 31 to its intersection with the South right-of-way of Old Mayhew Road;

Thence run Northeasterly along the South right-of-way of Old Mayhew Road to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the South right-of-way of US Highway 82;

Thence run Easterly along the South right-of-way of US Highway 82 to its intersection with the East line of Section 32, Township 19 North, Range 15 East;

Thence run Northerly along said East line of Section 32, and continuing along its Northerly extension to the North Right-of-Way line of said Mississippi Highway 182;

Thence run Westerly along said North Right-of-Way line of said Mississippi Highway 182 to its intersection with the West Right-of-Way line of Cannon Road;

Thence run Northerly along the West Right-of-Way line of Cannon Road to its intersection with the North line of said Section 32;

Thence run Westerly along the North line of said Section 32 to its intersection with the South Right-of-Way line of Timberline Drive;

Thence run Westerly along the South Right-of-Way line of Timberline Drive to its intersection with the North line of Section 31, Township 19 North, Range 15 East;

Thence run Westerly along the North line of said Section 31 to its intersection with a Southwest corner of a parcel described in Deed Book 2002, Page 7830 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly 684 feet, more or less, along a West line of said parcel described in Deed Book 2002, Page 7830 to an interior corner of said parcel described in Deed Book 2002, Page 7830;

Thence run Westerly 695 feet, more or less, along a South line of said parcel described in Deed Book 2002, Page 7830 to a Southwest corner of said parcel described in Deed Book 2002, Page 7830, said point being on the East line of a parcel described in Deed Book 2015, Page 4449 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in Deed Book 2015, Page 4449 to the Northeast corner of said parcel described in Deed Book 2015, Page 4449;

Thence run Westerly along the North line of said parcel described in Deed Book 2015, Page 4449 to an interior corner, said corner also being the Southwest corner of a parcel described in Deed Book 828, Page 704 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northwesterly along the West line of said parcel described in Deed Book 828, Page 704, and continuing along the extension of said West line to a point on the North right-of-way of the Kansas City Southern Railroad;

Thence run Southwesterly along the North right-of-way of the Kansas City Southern Railroad to its intersection with the East line of Section 25, Township 19 North, Range 14 East;

Thence run Northerly along the East line of said Section 25 to the Southeast corner of a parcel described in Deed Book 657, Page 581 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel described in Deed Book 657, Page 581 to the Southwest corner of said parcel described in Deed Book 657, Page 581;

Thence run Northerly along the West line of said parcel described in Deed Book 657, Page 581 to the Northwest corner of said parcel described in Deed Book 657, Page 581, said point being on the North line of said Section 25;

Thence run Westerly along the North line of said Section 25 to the Southeast corner of a parcel described in Deed Book 1041, Page 396 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in Deed Book 1041, Page 396, and continuing along its extension thereof, to a point on the North right-of-way of Old West Point Rd, said point also being located on the Southeast corner of a parcel described in Deed Book 2014, Page 5106 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along an East line of said parcel described in Deed Book 2014, Page 5106 for 1,252 feet, more or less, to an interior corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Easterly along a South line of said parcel described in Deed Book 2014, Page 5106 for 630 feet, more or less, to a Southeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Northerly along an East line of said parcel described in Deed Book 2014, Page 5106 to the Northeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Westerly along the North line of said parcel described in Deed Book 2014, Page 5106 to the Northwest corner of said parcel described in Deed Book 2014, Page 5106, said point also being the Northeast corner of a parcel described in Deed Book 2016, Page 6865 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the North line of said parcel described in Deed Book 2016, Page 6865 to the Northwest corner of said parcel described in Deed Book 2016, Page 6865, said point also being the Northeast corner of a parcel described in Deed Book 2009, Page 3026 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the North line of said parcel described in Deed Book 2009, Page 3026 to its intersection with the West line of Section 24, Township 19 North, Range 14 East, said point being on said existing corporate limits of the City of Starkville, Mississippi;

Thence run Southerly and continue following said existing corporate limits of the City of Starkville, Mississippi to its intersection with the South right-of-way of the Kansas City Southern Railroad;

Thence run Northeasterly along the South right-of-way of the Kansas City Southern Railroad to its intersection with the South right-of-way of US Highway 82;

Thence run Southerly along the South right-of-way of US Highway 82 to the Northwest corner of "Parcel #7" described in Deed Book 2011, Page 3089 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said "Parcel #7" described in Deed Book 2011, Page 3089 to the Southwest corner of said "Parcel #7" described in Deed Book 2011, Page 3089;

Thence run Easterly along the South line of said "Parcel #7" described in Deed Book 2011, Page 3089 to the Southeast corner of said "Parcel #7" described in Deed Book 2011, Page 3089, said point also being the Southwest corner of a parcel described as "Tract 3" in Deed Book 2017, Page 9682 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said parcel described as “Tract 3” in Deed Book 2017, Page 9682 to the Southeast corner of said “Tract 3” described in Deed Book 2017, Page 9682, said point also being the Southwest corner of a parcel described in Deed Book 172, Page 389 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said parcel described Deed Book 172, Page 389 to its intersection with the South right-of-way of US Highway 82;

Thence run Southeasterly along the South right-of-way of US Highway 82 for 3,911 feet, more or less, to a point on the West line of a parcel described in Deed Book 598, Page 363 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said parcel described in Deed Book 598, Page 363 to its intersection with the North right-of-way of Mississippi Highway 182;

Thence run Westerly along the North right-of-way of Mississippi Highway 182 to its intersection with the West line of the East ½ of the West ½ of Section 36, Township 19 North, Range 14 East; said point being on said existing corporate limits of the City of Starkville, Mississippi;

Thence run Southerly and continue along said existing corporate limits of the City of Starkville, Mississippi to the POINT OF BEGINNING.

LESS AND EXCEPT the following area:

Commencing at the intersection of the South right-of-way of Mississippi Highway 182 and the Northwest corner of Lot 29 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, said point being the POINT OF BEGINNING;

Thence run Southwesterly along the South right-of-way of Mississippi Highway 182 to its intersection with the North right-of-way of U.S. Highway 82;

Thence run Southerly along the North right-of-way of U.S. Highway 82 to its intersection with the North line of Lot 25 of said Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10;

Thence run Easterly along the North line of said Lot 25 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in

Plat Book 2, Page 10, to its intersection with the West line of said Lot 29 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10;

Thence run Northerly along the West line of said Lot 29 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10 to its intersection with the South right-of-way of Mississippi Highway 182, said point being the POINT OF BEGINNING.

Said area containing 0.7 acres, more or less.

LESS AND EXCEPT the following area:

Commencing at the intersection of the South right-of-way line of Mississippi Highway 182 and the East line of Section 36, Township 19 North, Range 14 East, said point being the POINT OF BEGINNING;

Thence run Southerly along the East line of said Section 36 for 360 feet, more or less, to the North line of a .23 acre parcel located in the Southeast $\frac{1}{4}$ of said Section 36 and the Southwest $\frac{1}{4}$ of Section 31, Township 19 North, Range 15 East, Oktibbeha County, Mississippi as described in Deed Book 2013, Page 5552;

Thence run South 31 degrees 55 minutes West for 1,660 feet, more or less, to the North right-of-way of Old Mayhew Road;

Thence run Westerly along the North right-of-way of Old Mayhew Road to its intersection with the East right-of-way of East Lee Boulevard;

Thence run Northerly along the East right-of-way of East Lee Boulevard to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the East line of said Section 36, said point being the POINT OF BEGINNING.

Said area containing 10.6 acres, more or less.

LESS AND EXCEPT the following parcels:

A parcel of land described in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi as Lot Number 25 of Sheely Hills, as shown on plat of "Sheely Hills" recorded in the land records of Oktibbeha County, Mississippi in Plat Book 1, Page 5;

A parcel of land described in Deed Book 680, Page 16 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

And a parcel of land described in Deed Book 680, Page 535 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi.

The above referenced proposed annexation area being 2.3 square miles, more or less, located in Oktibbeha County, Mississippi.

SECTION 3. After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Starkville, Mississippi, shall be and are described as follows:

**CITY OF STARKVILLE, MISSISSIPPI
RESULTANT ENLARGED CITY**

Commence at the Southwest Corner of the Northeast Quarter of Section 11, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, said point being the center of Section 11, and said point being the POINT OF BEGINNING;

Thence run North 4,682 feet;

Thence run East 1,315.8 feet;

Thence run North 2,924 feet, more or less, to the East Boundary of Mississippi Highway 12;

Thence run North 36°-06'-56" East along the East Boundary of Mississippi Highway 12 for 614.42 feet;

Thence run North 17°-51'-25" West along the East Boundary of Mississippi Highway 12 for 626.04 feet;

Thence run North 08°-53'35" West along the East Boundary of Mississippi Highway 12 for 474.65 feet;

Thence run North 07°-12'-31" West along the East Boundary of Mississippi Highway 12 for 540.11 feet to the point of tangency on a curve;

Thence run in a Northeasterly direction along a curve with a chord distance of 517.81 feet, a bearing of North 36°-49'-19" East, a radius of 372.10 feet, and an arc length of 572.67 feet;

Thence run North 81°-56'-50" East along the South Boundary of Mississippi Highway 182 (former U.S. Hwy 82) for 2,139.81 feet to the

East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 36, Township 19 North, Range 14 East;

Thence run Easterly along said South right-of-way of Mississippi Highway 182 to its intersection with the Northwest corner of Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 3 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner, said point also being the Southwest corner of Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Easterly along the South line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its Southeast corner;

Thence run Northerly along the East line of said Lot No. 4 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southerly along the West right-of-way of East Lee Boulevard to its intersection with the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of Section 36, Township 19 North, Range 14 East;

Thence run Northerly along the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 36 to its intersection with the South line of a parcel of land described in the "Also" paragraph in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel described in the "Also" paragraph in Deed Book 2015, Page 4876 to its intersection with the East right-of-way line of East Drive;

Thence run Northerly along the East right-of-way line of East Drive to its intersection with the North line of said parcel described in the “Also” paragraph in Deed Book 2015, Page 4876;

Thence run Easterly along the North line of said parcel described in the “Also” paragraph in Deed Book 2015, Page 4876 to its intersection with the East line of the West ½ of the East ½ of said Section 36;

Thence run Northerly along said East line of the West ½ of the East ½ of said Section 36 to its intersection with the Southeast corner of a parcel described in Deed Book 2001, Page 5 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in Deed Book 2001, Page 5, to its Northeast corner;

Thence run Northwesterly along the North line of said parcel described in Deed Book 2001, Page 5 to its Northwest corner;

Thence run Southerly along the West line of said parcel described in Deed Book 2001, Page 5 to its Southwest corner, said point being on the North line of the South ½ of the South ½ of said Section 36;

Thence run Westerly along the North line of the South ½ of the South ½ of said Section 36 to its intersection with the East line of Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 of the Public Land Records of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the Southeast corner of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382;

Thence run Westerly along the South line of said Lot No. 8 of the R.H. Means Subdivision as shown on a plat of such subdivision recorded in Deed Book 216, Page 382 to its intersection with the Northeast corner of a parcel of land described in the second paragraph of Tract 1 in Exhibit “A” in Deed Book 2011, Page 5596 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the East line of said parcel described in the second paragraph of Tract 1 in Exhibit “A” in Deed Book 2011, Page 5596 to its Southeast corner;

Thence run Northwesterly and Westerly along the South line of said parcel described in the second paragraph of Tract 1 in Exhibit "A" in Deed Book 2011, Page 5596 to its intersection with the West line of the East ½ of the West ½ of said Section 36, Township 19 North, Range 14 East;

Thence run Southerly along the West line of the East ½ of the West ½ of said Section 36 to its intersection with the South line of said Section 36;

Thence run Easterly along the South line of said Section 36 to its intersection with the Southwest corner of a parcel of land described as Tract 2 in Deed Book 2003, Page 8374 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the West line of said parcel described as Tract 2 in Deed Book 2003, Page 8374 to its Northwest corner;

Thence run Easterly along the North line of said parcel described as Tract 2 in Deed Book 2003, Page 8374 to its Northeast corner;

Thence run Southeasterly and Southwesterly along the East line of said parcel described as Tract 2 in Deed Book 2003, Page 8374 to its intersection with the South line of said Section 36, said point also being the South right-of-way line of Barry Hill Rd;

Thence run Easterly along the South right-of-way line of Barry Hill Rd., and continue Southerly along the West right-of-way line of Barry Hill Rd. to its intersection with the North right-of-way of Montgomery Hill Rd.;

Thence run Southerly to a point on the South right-of-way of Montgomery Hill Rd., said point also being on the West line of the East ½ of Section 1, Township 18 North, Range 14 East;

Thence run Southerly along the West line of the East ½ of said Section 1 to its intersection with the Northwest corner of a parcel of land described as Parcel 2 in Deed Book 2012, Page 829 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along a North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its Northeast corner;

Thence run Southerly along an East line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with an interior corner of said parcel described as Parcel 2 in Deed Book 2012, Page 829;

Thence run Easterly along said North line of said parcel described as Parcel 2 in Deed Book 2012, Page 829 to its intersection with the West right-of-way of East Lee Boulevard;

Thence run Southwesterly along the West right-of-way of East Lee Boulevard to its intersection with the West line of the East ½ of said Section 1;

Thence run South along the West line of the East ½ of said Section 1 to its intersection with the East right-of-way line of East Lee Boulevard;

Thence run Northeasterly along the East right-of-way of East Lee Boulevard to its intersection with the South right-of-way of Harned Road;

Thence run Southeasterly along the South right-of-way of Harned Road to its intersection with the Northeasterly extension of the East line of a parcel of land described in Deed Book 288, Page 582 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northeasterly along the Northeasterly extension of the East line of said parcel of land described in Deed Book 288, Page 582 to its intersection with the North right-of-way of Harned Rd.;

Thence run Southeasterly along the North right-of-way of Harned Rd. to its intersection with the North right-of-way of Ridgecrest Dr.;

Thence run Northeasterly along the North right-of-way of Ridgecrest Dr. to its intersection with the South corner of a parcel of land described in Deed Book 2008, Page 757 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northwesterly along the Southwest line of said parcel of land described in Deed Book 2008, Page 757 to the West corner of said parcel of land described in Deed Book 2008, Page 757;

Thence run Northeasterly along the Northwest line of said parcel of land described in Deed Book 2008, Page 757 to the North corner of said parcel of land described in Deed Book 2008, Page 757, said point also being the Southwest corner of a parcel of land described as "Tract 1" in Deed Book 2017, Page 4495 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the West line of said "Tract 1" as described in said Deed Book 2017, Page 4495 to the Northwest corner of said "Tract 1" in said Deed Book 2017, Page 4495;

Thence run Easterly along the North line of said "Tract 1" as described in said Deed Book 2017, Page 4495 to the Northeast corner of said "Tract 1" in said Deed Book 2017, Page 4495, said point also being located on the South line of Lot 27 of Chadwick Place, Part II, a subdivision of and in Oktibbeha County, Mississippi, as shown by map or plat thereof of record in Plat Book 4 at Page 50 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said Lot 27 of Chadwick Place, Part II, as recorded in Plat Book 4, Page 50, to the Southeast corner of said Lot 27 of Chadwick Place, Part II, as recorded in Plat Book 4, Page 50, said point also being located on the East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 1;

Thence run North along said East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 1, to its intersection with the Southeast corner of a parcel of land described as "Tract II" in Deed Book 856, Page 137 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel of land described as "Tract II" in Deed Book 856, Page 137 to its Southwest corner, said point also being the Southeast corner of a parcel of land described as the "Also" in the second paragraph of Deed Book 674, Page 534 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel of land described as the "Also" in the second paragraph of Deed Book 674, Page 534 to its Southwest corner, said point also being the Southeast corner of Lot 7 of the Briscoe and Harned Subdivision as shown on plat of such Subdivision recorded in Deed Book 197, Page 570 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said Lot No. 7 of the Briscoe and Harned Subdivision as recorded in Deed Book 197, Page 570, and continue along the East lines of Lots 6, 5, 4, 3, 2 and 1 of said Briscoe and Harned Subdivision as recorded in Deed Book 197, Page 570, to the Northeast corner of said Lot No. 1 of the Briscoe and Harned Subdivision as recorded in Deed Book 197, Page 570, said point also being located on the South line of Section 36, Township 19 North, Range 14 East;

Thence run Easterly along the South line of said Section 36 to its intersection with the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36;

Thence run North along the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36 to its intersection with the South line of Lot 4 of

University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southeasterly along the South line of said Lot 4 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, and its extension thereof, to its intersection with the East right-of-way of Edinburgh Rd., said point also being on the West line of Lot 14 of said University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45;

Thence run Northerly along the West line of said Lot 14 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, to its Northwest corner, said point also being the Southwest corner of Lot 13 of said University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45;

Thence run Southeasterly along the South line of said Lot 13 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, to the Southeast corner of said Lot 13 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45;

Thence run Northerly along the East line of said Lot 13 of University Estates Subdivision, Number One, as shown by the plat of said subdivision recorded in Plat Book 1, Page 45, to its intersection with the South line of said Section 36;

Thence run East along the South line of said Section 36, Township 19 North, Range 14 East, and continuing along the South line of Section 31, Township 19 North, Range 15 East to its intersection with the West right-of-way of Bardwell Rd.;

Thence run Northerly along the West right-of-way of Bardwell Rd. for 86 feet, more or less, to its intersection with the Westerly extension of a South line of a parcel of land described in Deed Book 2016, Page 5847 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the Westerly extension of said South line of said parcel described in Deed Book 2016, Page 5847, to its intersection with the East right-of-way of Bardwell Rd., said point also being on a South line of said parcel described in Deed Book 2016, Page 5847;

Thence run Easterly along said South line of said parcel described in Deed Book 2016, Page 5847 for 480 ft., more or less, to its intersection with the South line of said Section 31;

Thence run Southerly, Easterly and Northerly for 2,450 ft, more or less, to a point on the East line of said parcel described in Deed Book 2016, Page 5847, said point also being located on the South line of said Section 31;

Thence run Easterly along the South line of said Section 31 to its intersection with the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 31;

Thence run Northerly along the East line of the Southwest $\frac{1}{4}$ of said Section 31 to its intersection with the South right-of-way of Old Mayhew Road;

Thence run Northeasterly along the South right-of-way of Old Mayhew Road to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the South right-of-way of US Highway 82;

Thence run Easterly along the South right-of-way of US Highway 82 to its intersection with the East line of Section 32, Township 19 North, Range 15 East;

Thence run Northerly along said East line of Section 32, and continuing along its Northerly extension to the North Right-of-Way line of said Mississippi Highway 182;

Thence run Westerly along said North Right-of-Way line of said Mississippi Highway 182 to its intersection with the West Right-of-Way line of Cannon Road;

Thence run Northerly along the West Right-of-Way line of Cannon Road to its intersection with the North line of said Section 32;

Thence run Westerly along the North line of said Section 32 to its intersection with the South Right-of-Way line of Timberline Drive;

Thence run Westerly along the South Right-of-Way line of Timberline Drive to its intersection with the North line of Section 31, Township 19 North, Range 15 East;

Thence run Westerly along the North line of said Section 31 to its intersection with a Southwest corner of a parcel described in Deed Book 2002, Page 7830 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly 684 feet, more or less, along a West line of said parcel described in Deed Book 2002, Page 7830 to an interior corner of said parcel described in Deed Book 2002, Page 7830;

Thence run Westerly 695 feet, more or less, along a South line of said parcel described in Deed Book 2002, Page 7830 to a Southwest corner of said parcel described in Deed Book 2002, Page 7830, said point being on the East line of a parcel described in Deed Book 2015, Page 4449 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in Deed Book 2015, Page 4449 to the Northeast corner of said parcel described in Deed Book 2015, Page 4449;

Thence run Westerly along the North line of said parcel described in Deed Book 2015, Page 4449 to an interior corner, said corner also being the Southwest corner of a parcel described in Deed Book 828, Page 704 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northwesterly along the West line of said parcel described in Deed Book 828, Page 704, and continuing along the extension of said West line to a point on the North right-of-way of the Kansas City Southern Railroad;

Thence run Southwesterly along the North right-of-way of the Kansas City Southern Railroad to its intersection with the East line of Section 25, Township 19 North, Range 14 East;

Thence run Northerly along the East line of said Section 25 to the Southeast corner of a parcel described in Deed Book 657, Page 581 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the South line of said parcel described in Deed Book 657, Page 581 to the Southwest corner of said parcel described in Deed Book 657, Page 581;

Thence run Northerly along the West line of said parcel described in Deed Book 657, Page 581 to the Northwest corner of said parcel described in Deed Book 657, Page 581, said point being on the North line of said Section 25;

Thence run Westerly along the North line of said Section 25 to the Southeast corner of a parcel described in Deed Book 1041, Page 396 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along the East line of said parcel described in Deed Book 1041, Page 396, and continuing along its extension thereof, to a point on the North right-of-way of Old West Point Rd, said point also being located on the Southeast corner of a parcel described in Deed Book 2014, Page 5106 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Northerly along an East line of said parcel described in Deed Book 2014, Page 5106 for 1,252 feet, more or less, to an interior corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Easterly along a South line of said parcel described in Deed Book 2014, Page 5106 for 630 feet, more or less, to a Southeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Northerly along an East line of said parcel described in Deed Book 2014, Page 5106 to the Northeast corner of said parcel described in Deed Book 2014, Page 5106;

Thence run Westerly along the North line of said parcel described in Deed Book 2014, Page 5106 to the Northwest corner of said parcel described in Deed Book 2014, Page 5106, said point also being the Northeast corner of a parcel described in Deed Book 2016, Page 6865 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the North line of said parcel described in Deed Book 2016, Page 6865 to the Northwest corner of said parcel described in Deed Book 2016, Page 6865, said point also being the Northeast corner of a parcel described in Deed Book 2009, Page 3026 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Westerly along the North line of said parcel described in Deed Book 2009, Page 3026 to its intersection with the West line of Section 24, Township 19 North, Range 14 East, said point also being on the East line of Section 23, Township 19 North, Range 14 East;

Thence run Northerly along the East Boundary of said Section 23 to the intersection of Section 13, Section 14, Section 23, and Section 24, Township 19 North, Range 14 East;

Thence run West 21,120 feet, more or less, along the North Boundary of Section 23, Section 22, Section 21, and Section 20, Township 19 North,

Range 14 East to the intersection of Section 17, Section 18, Section 19 and Section 20 Township 19 North, Range 14 East;

Thence run South 5,280 feet, more or less, along the West Boundary of said Section 20 to the intersection of Section 19, Section 20, Section 29, and Section 30, Township 19 North, Range 14 East;

Thence run South 1,320 feet, more or less, along the West Boundary of said Section 29;

Thence run West 3,960 feet, more or less, parallel to the North Boundary of said Section 30;

Thence run South 3,960 feet, more or less, parallel to the West Boundary of said Section 30;

Thence run East 3,960 feet, more or less, along the South Boundary of said Section 30 to the intersection of Section 29, Section 30, Section 31, and Section 32 Township 19 North, Range 14 East;

Thence run South 10,560 feet, more or less, along the West Boundary of said Section 32 and Section 5, Township 18 North, Range 14 East to the intersection of Section 5, Section 6, Section 7, and Section 8, Township 18 North, Range 14 East;

Thence run South 2,617.83 feet, more or less to the intersection of the East Boundary of said Section 7 and the North Boundary of Old Highway No 12 (New Light Road);

Thence run North $89^{\circ}-34'07''$ West 1,320.04 feet along the North Boundary of Old Highway No 12 (New Light Road);

Thence run South 2,297.59 feet to the South Boundary of Kansas City Southern Railway;

Thence run North $57^{\circ}-04'-15''$ East 778.82 feet along the South Boundary of Kansas City Southern Railway;

Thence run South 6,082.51 feet to the South Boundary of Section 18, Township 18 North, Range 14 East;

Thence run East 680.17 feet along the South Boundary of said Section 18 to the intersection of Section 17, Section 18, Section 19, and Section 20, Township 18 North, Range 14 East;

Thence run East 5,280 feet, more or less, along the South Boundary of said Section 17 to the intersection of Section 16, Section 17, Section 20, and Section 21, Township 18 North Range 14 East;

Thence run South 1,320 feet, more or less, along the West Boundary of said Section 21;

Thence run East 5,280 feet, more or less, parallel to the South Boundary of said Section 16 to the East Boundary of said Section 21;

Thence run South 2,640 feet along the East Boundary of said Section 21;

Thence run East 5,320 feet to the East right-of-way of South Montgomery Street;

Thence run North 1,320 feet;

Thence run East 2,600 feet;

Thence run North 2,640 feet;

Thence run East 1,320 feet;

Thence run North 5,280 feet;

Thence run North 89°-54' West 1,937.6 feet;

Thence run North 1°-11' West 1,980.7 feet;

Thence run North 89°-56' East 438.4 feet;

Thence run North 6°-56' East 645.16 feet;

Thence run East 143.18 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following area:

Beginning at the intersection of the South right-of-way of the Kansas City Southern Railroad and the West line of the East ½ of the West ½ of Section 25, Township 19 North, Range 14 East, said point being the POINT OF BEGINNING;

Thence run Northeasterly along the South right-of-way of the Kansas City Southern Railroad to its intersection with the South right-of-way of US Highway 82;

Thence run Southerly along the South right-of-way of US Highway 82 to the Northwest corner of "Parcel #7" described in Deed Book 2011, Page 3089 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said "Parcel #7" described in Deed Book 2011, Page 3089 to the Southwest corner of said "Parcel #7" described in Deed Book 2011, Page 3089;

Thence run Easterly along the South line of said "Parcel #7" described in Deed Book 2011, Page 3089 to the Southeast corner of said "Parcel #7" described in Deed Book 2011, Page 3089, said point also being the Southwest corner of a parcel described as "Tract 3" in Deed Book 2017, Page 9682 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said parcel described as "Tract 3" in Deed Book 2017, Page 9682 to the Southeast corner of said "Tract 3" described in Deed Book 2017, Page 9682, said point also being the Southwest corner of a parcel described in Deed Book 172, Page 389 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Easterly along the South line of said parcel described Deed Book 172, Page 389 to its intersection with the South right-of-way of US Highway 82;

Thence run Southeasterly along the South right-of-way of US Highway 82 for 3,911 feet, more or less, to a point on the West line of a parcel described in Deed Book 598, Page 363 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

Thence run Southerly along the West line of said parcel described in Deed Book 598, Page 363 to its intersection with the North right-of-way of Mississippi Highway 182;

Thence run Westerly along the North right-of-way of Mississippi Highway 182 to its intersection with the West line of the East ½ of the West ½ of Section 36, Township 19 North, Range 14 East;

Thence run Northerly along the West line of the East ½ of the West ½ of said Section 36 and continue along the West line of the East ½ of the West ½ of Section 25, Township 19 North, Range 14 East, to its intersection with the Kansas City Southern Railroad, said point being the POINT OF BEGINNING.

Said area containing 550 acres, more or less.

LESS AND EXCEPT the following area:

Commencing at the intersection of the South right-of-way of Mississippi Highway 182 and the Northwest corner of Lot 29 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat

Book 2, Page 10 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, said point being the POINT OF BEGINNING;

Thence run Southwesterly along the South right-of-way of Mississippi Highway 182 to its intersection with the North right-of-way of U.S. Highway 82;

Thence run Southerly along the North right-of-way of U.S. Highway 82 to its intersection with the North line of Lot 25 of said Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10;

Thence run Easterly along the North line of said Lot 25 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10, to its intersection with the West line of said Lot 29 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10;

Thence run Northerly along the West line of said Lot 29 of Claytonville Village Subdivision, as shown by the plat of such subdivision, recorded in Plat Book 2, Page 10 to its intersection with the South right-of-way of Mississippi Highway 182, said point being the POINT OF BEGINNING.

Said area containing 0.7 acres, more or less.

LESS AND EXCEPT the following area:

Commencing at the intersection of the South right-of-way line of Mississippi Highway 182 and the East line of Section 36, Township 19 North, Range 14 East, said point being the POINT OF BEGINNING;

Thence run Southerly along the East line of said Section 36 for 360 feet, more or less, to the North line of a .23 acre parcel located in the Southeast $\frac{1}{4}$ of said Section 36 and the Southwest $\frac{1}{4}$ of Section 31, Township 19 North, Range 15 East, Oktibbeha County, Mississippi as described in Deed Book 2013, Page 5552;

Thence run South 31 degrees 55 minutes West for 1,660 feet, more or less, to the North right-of-way of Old Mayhew Road;

Thence run Westerly along the North right-of-way of Old Mayhew Road to its intersection with the East right-of-way of East Lee Boulevard;

Thence run Northerly along the East right-of-way of East Lee Boulevard to its intersection with the South right-of-way of Mississippi Highway 182;

Thence run Easterly along the South right-of-way of Mississippi Highway 182 to its intersection with the East line of said Section 36, said point being the POINT OF BEGINNING.

Said area containing 10.6 acres, more or less.

LESS AND EXCEPT the following parcels:

A parcel of land described in Deed Book 2015, Page 4876 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi as Lot Number 25 of Sheely Hills, as shown on plat of "Sheely Hills" recorded in the land records of Oktibbeha County, Mississippi in Plat Book 1, Page 5;

A parcel of land described in Deed Book 680, Page 16 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi;

And a parcel of land described in Deed Book 680, Page 535 in the Office of the Chancery Clerk of Oktibbeha County, Mississippi.

The above referenced resultant enlarged city area being 27.9 square miles, more or less, located in Oktibbeha County, Mississippi.

SECTION 4. The City of Starkville, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage disposal lines, sewage treatment facilities, and street lighting, where necessary and economically feasible and legally permissible;
- (c) Construct and equip such additional public safety facilities as warranted by concentration of population and non-residential activities, proximity requirements and the operational realities of delivering public safety services; and
- (d) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 5. The City of Starkville, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to

the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) animal control services;
- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;
- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Starkville, Mississippi.

SECTION 6. The City of Starkville, Mississippi shall undertake the following re-districting, planning and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Starkville will prepare and the Aldermen will adopt a Redistricting Plan for the Board of Aldermen so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Starkville shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the Board of Aldermen shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Starkville shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the Board of Aldermen shall occur after proper notice and public hearing(s).

SECTION 7. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Oktibbeha County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Starkville, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 8. The City of Starkville, Mississippi, through its attorney, shall file a petition in the Chancery Court of Oktibbeha County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Starkville, Mississippi, as herein fixed and determined. The petition shall have attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Starkville, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Starkville, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Oktibbeha County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.

.....

There came on for consideration AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO; having been introduced and considered (no member of the governing authority having requested a reading of the ordinance) on _____, 2019, at a regular meeting of the Starkville Board of Aldermen and upon motion by Alderman _____ and seconded by Alderman _____ in favor of approving said Ordinance, the Ordinance was approved by the following vote:

Alderman Ben Carver voted:	_____
Alderman Sandra Sistrunk voted:	_____
Alderman David Little voted:	_____
Alderman Jason Walker voted:	_____
Alderman Hamp Beatty voted:	_____
Alderman Roy A'. Perkins voted:	_____
Alderman Henry Vaughn voted:	_____

The Mayor then declared the Ordinance adopted on this the ____ day of _____, 2019.

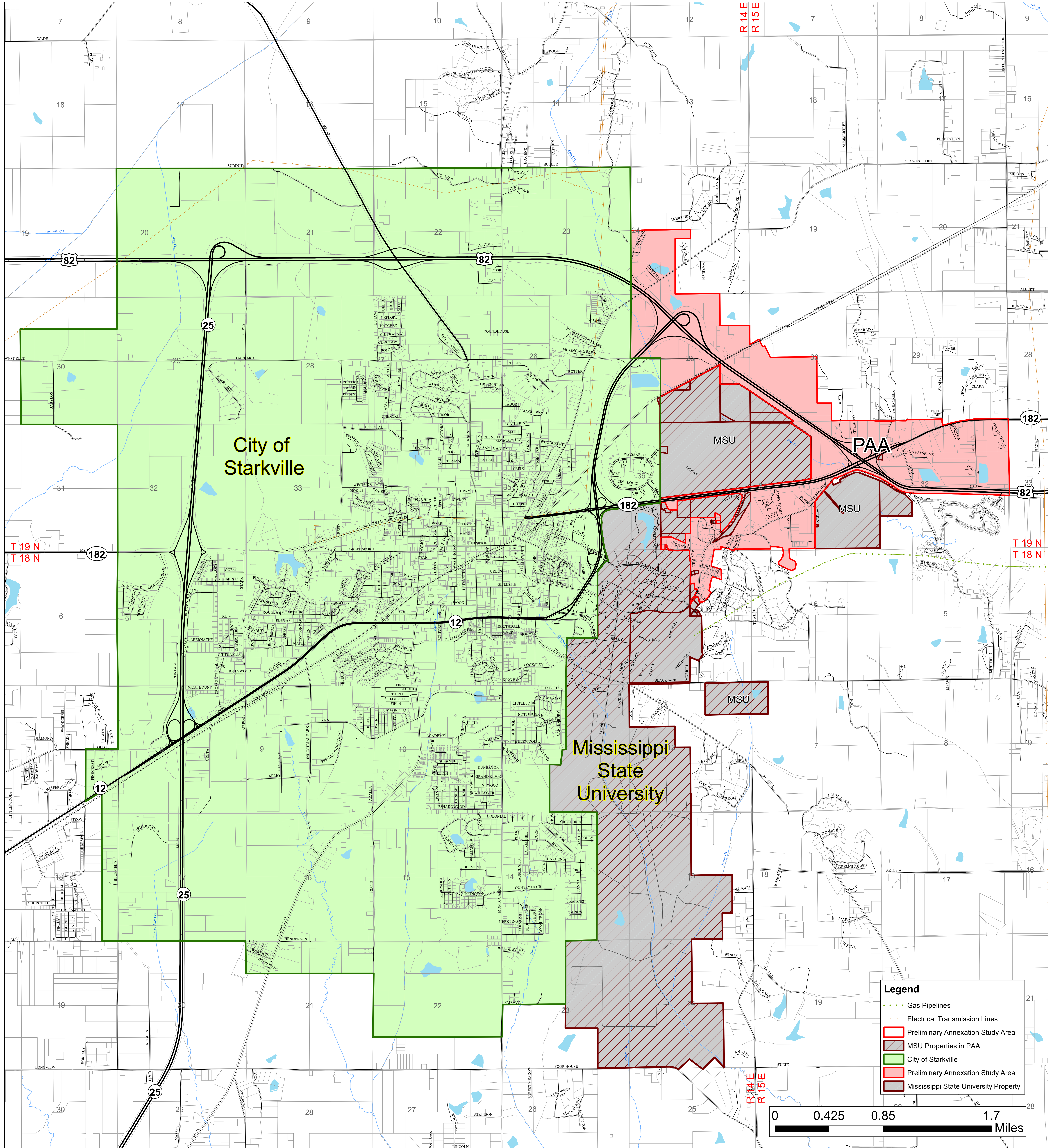
CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. Lynn Spruill, Mayor

ATTEST:

WITNESS my signature and official seal of this office on this, the ____ day of _____, 2019.

Lesa Hardin, Starkville City Clerk



Base Map

Proposed Annexation Area

City of Starkville, Mississippi



STORMWATER MANAGEMENT ORDINANCE

Purpose

During rainfall, a portion of precipitation is either captured by plants or infiltrates into the ground; any remaining precipitation flows over the ground, typically to the nearest conveyance system. This remaining precipitation is known as stormwater runoff. In developed areas where there are high percentages of impervious surfaces, especially when compared to undeveloped conditions, a majority of precipitation becomes stormwater runoff. This increase in water flowing along the ground, rather than infiltrating into the soil, can cause localized and regional flooding due to the increased runoff volumes and velocities. Furthermore, loss of infiltration due to impervious surfaces increases the amount of pollutants and sediment that are transported downstream and can cause significant degradation both in manmade stormwater conveyance systems and natural conveyance systems (e.g. creeks, streams, channels).

The purpose of this article is to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community-at-large; and protect, conserve and promote the orderly development of land, water and all natural resources. The provisions of this article further regulate, guide, and control:

1. The subdivision layout, new development, redevelopment, land disturbance activities, changes in ground cover, and improvement of lands located within the City of Starkville.
2. The construction of buildings and drainage of the sites on which structures are located, including parking and other paved surfaces.
3. The design, construction, and maintenance of stormwater management facilities.
4. Any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City of Starkville.

Definitions

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

Aeration. The adding of oxygen into water (typically retention ponds) through means of fountains, waterfalls, or other mechanical means.

*Agricultural-*The act of and business of raising or growing of crops, fowl, or livestock, provided such use does not constitute a nuisance or health hazard.

Best Management Practices (BMPs). Stormwater best management practices (BMPs) are engineered facilities designed to reduce and/or treat stormwater runoff, which mitigate the effects of increased stormwater runoff peak rate, volume, and velocity due to urbanization.

Bypass. Bypass systems or channels are conveyance systems which are used to pass flows from upstream contributing areas through a property without impacting the on-site stormwater management facilities including those used for conveyance, detention and/or retention.

CFS. Cubic feet per second; a unit of measurement of stormwater runoff.

Design Year Storm. The design year storm is a statistical definition of the percent chance that a storm has of occurring in any given year. That year should not be considered as an actual number of years between occurrences. For example, the "100-year storm" is not necessarily the storm that will occur once every one-hundred years. Rather, it is the storm that has a one percent (1%) chance or greater of occurring each year.

Conveyance. The movement of stormwater through a drainage system, such as pipes, inlets, ditches, swales, streams, watercourse, waterway, etc. In very large rain events, streets may be utilized as a conveyance mechanism.

Development. Any human-made activity that changes the nature of real estate, not limited to buildings or other structures.

Drainage Channel. A natural or artificial watercourse with a definite bed and banks that conduct continuously or periodically flowing water.

Drainage Plan. A plan that includes but is not limited to an existing conditions/topographic map, proposed drainage map which includes proposed improvements and grading, and a hydraulic and hydrologic stormwater analysis, which has been certified by a professional engineer licensed to design in the State of Mississippi. The documents included in the Drainage Plan must conform to the regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.

FEMA. Federal Emergency Management Agency.

Forestry- The act of harvesting timber grown on a property of more than ten (10) acres. The existence of a stand of timber on a property that is not a tree farm certified by the State of Mississippi shall not be considered a forestry site and cannot be cleared without an approved site plan for development. Proof of certification shall be required to be submitted prior to any approval for land clearing.

Georgia Stormwater Management Manual (GSMM). A document also known as the "Blue Book" developed by the Atlanta Regional Commission designed to provide guidance on the latest and best post-construction stormwater management practices available to minimize the negative impacts of increasing stormwater runoff and its associated pollutants. The document as a whole consists of many sub-manuals including Volume 1 Local Government Guide, Volume 2 Technical Handbook, and various site development tools. For the purpose of this ordinance the GSMM may be utilized for enhanced mitigation and hydraulic analysis techniques.

Impervious Surface Area. Impervious surface area means a surface composed of any material that significantly impedes or prevents natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface. It is further defined as a development area that includes or is proposed to have a weighted curve number of ninety (90) as defined by NRCS.

Land Disturbance/Land Disturbing Activities. Any activity involving the clearing, cutting, excavating, filling, or grading of land or any other activity that alters land topography or vegetative cover.

LIDAR. Light Detection and Ranging. A remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to the Earth. These light pulses – combined with other data recorded by the airborne system – generate precise, three-dimensional information about the shape of the Earth and its surface characteristics. Lidar topography data should only be used as supplemental data in conjunction with a topographic survey.

MDOT. Mississippi Department of Transportation.

Natural Conditions. Reference to the natural condition shall mean the condition of the site before any development occurred at any time. If the natural, existing condition cannot be documented through historical means, the pre-developed site will be evaluated using the slope currently present and an SCS runoff weighted curve number equal to that of seventy (70) percent of the existing value.

New Development. New development is defined as land disturbing activities, structural development (construction, installation, or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

NRCS. Natural Resource Conservation Service is the federal agency that works in partnership with private landowners to conserve and sustain natural resources on private lands. It was previously known as the Soil Conservation Service (SCS).

NRCS (or SCS) TR-55. United States Department of Agriculture, Natural Resources Conservation Service, Engineering Division, Technical Release 55, dated June 1986, Urban Hydrology for Small Watersheds.

Peak Flow. The maximum rate of flow realized at a specific point in time throughout the duration of a rainfall and runoff event.

Post-development. Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist based on the proposed project, after completion of the land development activity on a site, based on the final expected use or fully built condition of the site even if such conditions do not exist at the time of final plat or City adoption of applicable infrastructure.

Pre-development. Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads, and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Redevelopment. Redevelopment is defined as structural development (construction, installation or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surface not part of routine maintenance, and land disturbing activities associated with structural or impervious development. Any project on a developed site that triggers site plan review shall be considered a redevelopment, even if the overall amount of impervious area is reduced or remains unchanged. Redevelopment does not include such activities as exterior remodeling.

Runoff. The flow of surface water resulting from precipitation.

SCS. Soil Conservation Service is the original organization developed in 1935 by the federal government to work to conserve and sustain natural resources on private land through education and partnership and it is now known as the Natural Resource Conservation Service (NRCS).

Stormwater Detention. A surface water runoff storage facility that is designed to completely drain and be dry between storm events but is designed to detain surface water temporarily during and immediately after a runoff event. These systems can include but are not limited to detention ponds, subsurface tanks, pipes, or reservoirs.

Stormwater Management Facilities. Devices, construction methods, and fixtures that are designed to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community at large; and protect, conserve and promote the orderly development of land and water resources including but not limited to retention and detention ponds, rain barrels, swales, etc.

Stormwater Retention. A pond or basin which always retains a substantial volume of water at a specified elevation (called normal pool) to serve recreational, aesthetic, water supply, water quality, or other functions and to provide runoff storage above normal pool.

Time of Concentration. The time for runoff to travel from the hydraulically most distant point (based on travel time, not travel distance) of the watershed to a point of interest within the watershed, often called the outfall. This parameter is representative of the time taken for the total watershed area to contribute runoff to the outfall point.

2-year/24-hour storm. See National Oceanic and Atmospheric Administration (NOAA) website for Precipitation Frequency Estimates.

10-year/24-hour storm. See National Oceanic and Atmospheric Administration (NOAA) website for Precipitation Frequency Estimates.

100-year/24-hour storm. See National Oceanic and Atmospheric Administration (NOAA) website for Precipitation Frequency Estimates.

100-year Floodplain. The 100-year floodplain shall be determined to be that area which is inundated by water during the 100-year/24-hour rainfall event as determined by maps developed by FEMA.

General Criteria and Standards

1. *Applicability.* This article shall be applicable within the City of Starkville's jurisdictional area or to any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City and shall apply to:
 - i. New development or redevelopment that is greater than or equal to one-half (1/2) acres and less than two (2) acres and having fifty (50) percent or greater impervious surface;
 - ii. New development or redevelopment that is two (2) acres or greater;
 - iii. Land development activities that are smaller than the minimum applicability criteria established in subsection (1) i.—ii. above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct land development

activities may take place at different times on different schedules (such as a phased residential subdivision).

2. *Exemptions.* The following development activities are exempted from this article:
 - i. Existing, individual single family residential lots less than ten (10) acres, provided that single family lots that are part of a new subdivision or phased development project are not exempt from this article;
 - ii. Additions or modifications to existing single family structures;
 - iii. Developments or redevelopments that are less than one-half (1/2) acre, provided they are not part of a larger common development plan;
 - iv. Any on-going or continuous forestry and agricultural activity;
 - v. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas;
 - vi. Repairs and/or construction deemed emergency in nature; and
3. *Mitigation of Excess Stormwater Runoff.* The increased stormwater runoff resulting from the proposed development or redevelopment meeting the minimum applicability criteria of subsection (1) shall be mitigated by proper stormwater management facilities. Said mitigation will be designed so that the peak flows of stormwater runoff from the site, in the final condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its pre-development state for the 2-year, 10-year and 100-year, 24-hour storm events.
4. *Storage Capacity.* Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development in excess of that runoff which would occur from the site if left in its pre-development state. This storage shall be sufficient to store all excess flows and volumes for the 2-year, 10-year and 100-year, 24-hour event. The stormwater management facilities shall be designed so that the peak flow rate at any exit point in the post-developed condition shall be less than or equal to the peak flow rate for that exit point in the pre-developed condition for the 2-year, 10-year and 100-year, 24-hour storm event.
 - i. Initial Storage Estimate: As part of a rezoning, conditional use, special exception, pre-application, or a preliminary plat, the City Engineer may require an initial storage estimate concurrent with NRCS TR-55, Chapter 6 Storage Volume for Detention Basins. If required, the resultant storage estimate should be relatively the same as that provided by the proposed detention/retention structure.
5. *Downstream Runoff Analysis.* An important consideration of a new development or redevelopment is the increased volume of water that is added to downstream areas. Even when peak flows have been properly attenuated, downstream flooding can still occur due to increased duration of higher peak flow rates. These longer durations of higher flows can combine with existing downstream flows to create flooding that may not have previously existed. A downstream analysis of the design events will be required based on the proposed development for the following conditions:

- i. Developments between two (2) acres and twenty (20) acres will be required to perform a stormwater analysis subject to the standards of this ordinance at a point five-hundred (500) feet downstream or to a significant point of interest, as determined by the City Engineer, of the development for the required design events to ensure that the proposed runoff does not create an increase in peak flow downstream that did not exist during pre-development. This analysis shall be based on the time of concentration of the overall basin draining to the point five-hundred (500) feet downstream, not just that of the proposed site.
- ii. Developments ten (10) acres or greater will be required to perform a “10% Rule” analysis, as described in the Georgia Stormwater Management Manual (current edition).

In the event the downstream runoff analysis concludes a potential for increased peak flows downstream, the City Engineer may require further mitigation to protect downstream properties.

6. *Stormwater Management Facilities in Floodplains.* If stormwater storage is provided within any floodplain, no facility or storage volume may be provided below the 100-year base flood elevation (BFE) established for that floodplain. If not established, a study prepared by a design professional registered or licensed in the state of Mississippi utilizing standard engineering practices approved by FEMA may be submitted to determine the base flood elevation. Special consideration may be given by the City Engineer if no alternate location of the stormwater management facility is practical.
7. *Stormwater Bypass.* Stormwater management facilities shall have adequate capacity to bypass, through the development, the existing flow from all upstream areas. Bypass conveyance should be designed such that they do not overtop the bypass system. Bypass flow should not be conveyed through proposed on-site stormwater management facilities unless otherwise approved by the City Engineer. A supplemental drainage report will be required that accounts for all upstream contributing areas and the flows that said areas impose on the proposed development. The bypass system shall be designed to convey runoff based on the following information:
 - i. For upstream contributing areas equal to or greater than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the one-hundred (100) year storm event, based on existing upstream conditions.
 - ii. For upstream contributing areas less than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the fifty (50) year storm event, based on existing upstream conditions.
8. *Drainage Way Protection.* It shall be unlawful to dump trash, debris, landscape waste, and other deleterious materials in any and all drainage ways in the city.
9. *Regulation of Flow Distribution.* Detailed information shall be provided for each runoff exit point from the property which determines the pre-development flow distribution and location. Flow must exit the property in the post-developed condition in the same flow distribution and location as it exited the property in the pre-developed condition, to the greatest extent possible. In rare circumstances where the flow distribution is increased at any given point, the post-development flow at that point shall not increase from its pre-development state, even if the entire site runoff collectively is less than pre-development.

10. *Connection to Existing Structures.* Where proposed stormwater runoff is to be connected to existing stormwater infrastructure, (e.g. storm sewer, open channel, box culvert, etc.), an analysis of the existing structure and its ability to convey additional runoff will be required. In the event the downstream infrastructure cannot convey the required runoff, the City Engineer may require further mitigation or improvement.

11. *Redevelopments with Existing Impervious Surfaces.* For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may decrease the weighted curve number, it will be required to reduce the stormwater runoff to an amount of less than or equal to ninety-five (95) percent of the pre-development condition.

For larger redevelopment sites where only a portion is being developed or redeveloped, when the new development area is twenty (20) percent of the total existing site area or less, only the new development area is to be mitigated. Percentage of the site to be cumulative over a ten (10) year period if the site is redeveloped in multiple phases.

For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may increase the weighted curve number, it will be required to reduce the stormwater runoff to the lesser of the following unless approved otherwise by the City Engineer:

- i. pre-development condition; or
- ii. an amount of less than or equal to ninety-five (95) percent of the post-development condition.

12. *Phased Development.* For developments designed to occur in phases, the stormwater management facilities, including both conveyance and detention, shall be designed to individually comply with the regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications at the end of each phase such that the system would meet these requirements even if future phases do not occur. As additional phases develop, the stormwater management facilities may be expanded and modified to meet the requirements of future phases.

13. *Regional Stormwater Management.* The Drainage Plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an offsite or regional facility. The City Engineer, with the approval of the Planning and Zoning Commission, may make allowance for an offsite or regional facility based on a development's location, lot size, percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The offsite or regional facility, if applicable, must comply with the following:

- i. The offsite or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
- ii. For purposes of use, only developments contiguous to the offsite or regional facility or developments that have obtained legal and binding easements allowing the transfer of stormwater across all properties involved to gain access to the offsite or regional facility are eligible;

- iii. A drainage easement for the conveyance of stormwater to the regional facility is required; and
 - iv. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the offsite or regional facility.
14. *Stormwater Management during Construction.* Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the development's Stormwater Pollution Prevention Plan and Erosion Control Plan. Erosion control measures, such as stormwater retention devices or sediment traps, may be used as temporary stormwater management facilities during the development's construction process. At a minimum, a temporary stormwater management facility must be capable of managing runoff from the 2- and 10-year storm events. Stormwater management facilities, permanent or temporary, must be properly maintained during all stages of site development.

Improvement Regulation

1. *Required Information.* A Drainage Plan shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi and submitted with the plans for each proposed development. The stormwater report shall use the United States Department of Agriculture Soil Conservation Service (SCS) method for determining runoff rates and volumes, the TR-55 Method for time of concentration values, and shall follow the format and regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.
 - i. *Pre-development Calculations.* Calculations shall be provided which show the pre-development rate of runoff for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the SCS Runoff Curve number method in accordance with the United States Department of Agriculture Soil Conservation Service Technical Release 55. The City Engineer reserves the right to allow alternate methods. Recommended curve number values can be found in the City of Starkville Standards of Design and Specifications and shall be in accordance with TR-55. Precipitation frequency estimates should be obtained from the National Oceanic and Atmospheric Administration (NOAA) website.
 - ii. *Post-development Calculations (without mitigation).* Calculations shall be provided which show the post-development rate of runoff for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the same methodology that is used to calculate the existing peak flow rates.
 - iii. *Routed/Detained Calculations.* Calculations shall be provided which show the total planned release rate after detention has been incorporated for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the same methodology that is used to calculate pre- and post-development peak flow rates. The Rational Method shall not be used for detention design.
 - iv. *Drainage Plan:* A comprehensive Drainage Plan shall be designed to safely and completely accommodate existing stormwater runoff, handle the proposed stormwater runoff and to manage increased stormwater runoff. This plan shall adhere to the necessary documents, calculations, and guidelines set forth in this ordinance and in the City of

Starkville Standards of Design and Specifications, and shall include and be designed based upon the following:

- a. For all stormwater management facilities, design hydrographs of inflow, outflow and routed/detained conditions for the 2-year, 10-year, and 100-year, 24-hour event peak flows from the site under pre-development, post-development, and routed/detained conditions;
 - b. Time of concentration path including length, slope and type (e.g. sheet, shallow-concentrated, channel, closed conduit, etc.) of flow. Calculation method for time of concentration shall be performed in accordance with the TR-55 method; furthermore, sheet flow shall not exceed one-hundred (100) linear feet for any time of concentration calculation for a post-development scenario.
2. *Stormwater Management Facilities:* Stormwater management facilities, including detention and retention facilities, are designed primarily to detain increased runoff that occurs from development and additional impervious surfaces. These facilities must meet the requirements set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.
 - i. *Location of Facilities:* Surface stormwater management facilities (e.g. dry pond or retention pond) shall be located to the side or rear of a development, to the greatest extent possible. If site conditions warrant the placement of the surface stormwater management facilities in the front of the development or along City right-of-way, then it shall to the greatest extent possible serve as an aesthetic and landscape amenity through means including but not limited to gradual side slopes, shallow depths, enhanced landscaping, implementation of alternate BMP methods, etc. Landscaping shall be appropriately designed and meet landscape standards of this section.
 - ii. *Maintenance of Facilities:* All improvements, including landscaping, shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the improvements. In the case of shared stormwater management facilities, the improvements shall be owned and/or maintained by the property owner's association of the development. A special note to this effect shall appear on any final plat of subdivision or any plat of condominium and their declarations. A property owner's association shall be formed by the developer in perpetuity for the maintenance of the improvements. Membership shall be mandatory for all property owners. Articles of agreement of the property owner's association must be approved by the Board of Aldermen of the City of Starkville before recording. When problems arise due to inadequate maintenance, the City Engineer or his designated agent of the City of Starkville may inspect the improvements and compel the correction of the problem by issuing a written notice of violation to the owner of the property. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. In accordance with the authority of the municipality granted by MCA 1972 § 21-17-5, said notice shall further advise that, should the violator fail to remediate or restore within the

established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

- iii. *Inspection of Facilities:* The City Engineer or his designated agent shall inspect all stormwater management facilities while under construction. All stormwater management facilities located on private property shall be accessible at all times for inspection by the City Engineer or other responsible public official. A final inspection by the City Engineer or his designated representative is required before the release of any certificates of occupancy or performance securities can occur.
- iv. *As-built Documentation.* Upon completion of a project or a phase of a phased project, the registered landscape architect or the licensed professional engineer is responsible for submitting a signed/stamped certification that the completed project is in accordance with the approved Drainage Plan. All applicants are required to submit actual "as-built" plans for any stormwater management facilities or practices after final construction is completed. See the City of Starkville Standards of Design and Specifications for as-built documentation requirements.

Miscellaneous

- 1. *Penalties for Violation.* Any responsible party found to be in violation of any of the terms and provisions of this article shall be notified in writing of the violation. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof and a civil penalty of not more than \$500.00 per day of continuing violation shall be charged to the violator. In addition, the City may issue stop work orders on any Development that fails to remediate stormwater violations, and reserves the right to pursue any and all additional remedies allowed by law.
- 2. *Validity.* If any term or provision of this article shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.
- 3. *Conflict.* All ordinances heretofore adopted on the subject which are in conflict herewith are hereby repealed and the application of this article as will not be contrary to the public interest.
- 4. *Variance.* No variance from the strict application of any provision shall be granted unless it is found that:
 - i. Literal interpretation of the provisions of this article would deprive the owner of reasonable use of their land; and
 - ii. Granting the variance would be in harmony with the general purpose and intent of this article and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- 5. *Maintenance Access Easements.* The owner or responsible party must ensure access from a public right-of-way to the stormwater management facilities. A permanent access easement shall be

secured to insure access to the stormwater management facilities to perform regular inspection, maintenance, and repairs. Such access shall be sufficient for all necessary equipment for maintenance activities and repairs. All such easements shall be noted on any plat, survey, site plan, or other application or map provided to the City of Starkville for any purpose.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 8.06.19
PAGE: 1

SUBJECT: Consideration of setting Public Hearings on the tax millage and budget for August 20, 2019 and September 3, 2019 for the City of Starkville for Fiscal Year 2019 – 2020.

REQUESTING

DEPARTMENT:Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Alderwoman Sandra Sistrunk
Budget Chairman

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Motion to set Public Hearings on the tax millage and budget to be held August 20, 2019 and September 3, 2019 for the City of Starkville for Fiscal Year 2019 – 2020.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Consideration of the Special Warranty Deed between the City of Starkville Mississippi and Garan Manufacturing Corp. to facilitate the sale of the Garan property on Hwy 12.

AMOUNT & SOURCE OF FUNDING:

HISTORY:

**REQUESTING
DEPARTMENT:** Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Document Type: Special Warranty Deed

PREPARED BY:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759
HRR: MSB#5641
RPF: MSB#10452
662-323-1912

RECORD & RETURN TO:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759

GRANTOR INFO
City of Starkville, Mississippi
110 W. Main Street
Starkville, MS 39759
662-323-2525

GRANTEE INFO
Garan Manufacturing Corp.
200 Madison Ave, 4th Floor
New York, NY 10016
212-563-2000

L8861

INDEX AS: 10.1+/- ac, being all of Lot 1 in Block 80 of the Michael Baker, Jr.
Official Map of the City of Starkville, Mississippi, 1974 Edition
Starkville, Oktibbeha County, Mississippi

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

SPECIAL WARRANTY DEED

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **City of Starkville, Mississippi**; GRANTOR, does hereby convey and warrant specially unto **Garan Manufacturing Corp., a Delaware Corporation**; GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

Being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a one and one half inch pipe found on the North right of way of the railroad and at the Southeast corner of said Lot 1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 58 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 289.8 feet to the beginning of a curve to the left having a radius of 603.3 feet and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes

East along said South right of way for a distance of 950.0 feet to a punch mark set in a concrete drive; thence South 12 degrees 25 minutes East leaving said South right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GPS Grid.

Being that same property acquired by the City of Starkville and leased to Garan, Incorporated pursuant to a contract dated April 22, 1963 as subsequently amended with a final lease assignment vesting the leasehold interest in Garan Manufacturing Corp. by instrument dated November 1, 1990, filed for record on August 5, 1991 and recorded in Deed Book 779 at pages 432-438 in the office of the Chancery Clerk of Oktibbeha County, Mississippi less and except that portion of the leasehold property developed by the City of Starkville into Industrial Park Road. Said property being bounded on the North by MS Highway No. 12; on the West by Industrial Park Road; on the South by the Illinois Central Railroad; and on the East by the boundary line between the property herein conveyed and the property owned by Synergetics Properties, LLC (Deed Book 2004 at page 1048).

This conveyance has been generated, executed and delivered pursuant to the terms and conditions of the amendment to contract dated April 1, 1985 between the City of Starkville, Mississippi and Garan Industries, Inc. providing for the transfer of the property herein conveyed upon written request by the "Company" or its assigns now identified as Garan Manufacturing Corp. formerly a Virginia Corporation and now a Delaware Corporation pursuant to a lease assignment dated November 1, 1990 and by which Garan

Industries, Inc. assigned all of its contract rights existing with the City of Starkville, Mississippi to Garan Manufacturing Corp.. Said assignment having been filed with the Chancery Clerk of Oktibbeha County, Mississippi on August 5, 1991 and recorded in Deed Book 779 at pages 432-438 in said office.

For the same consideration Grantor and Grantee acknowledge and agree that upon the execution and delivery and recordation of this instrument that all previously existing leases between the parties shall be immediately terminated.

This conveyance is made subject to existing service line easements for utilities and all prior oil, gas and mineral leases, reservations and conveyances.

It is agreed and understood that the taxes (if any) for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

Executed this the _____ day of August, 2019.

City of Starkville, Mississippi

BY: _____
LYNN SPRUILL, MAYOR

ATTEST:

BY: _____
LESA HARDIN, CITY CLERK

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of August, 2019 within my jurisdiction, the within named **LYNN SPRUILL**, who acknowledged that she is the Mayor of the City of Starkville, Mississippi, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of August, 2019 within my jurisdiction, the within named **LESA HARDIN**, who acknowledged that she is the City Clerk of the City of Starkville, Mississippi, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

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

July 16, 2019

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

Re: City of Starkville, Mississippi
City of Starkville, Mississippi General Obligation / Revenue Parks and Recreation Facilities Bonds, Series 2019; OR
Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi General Obligation Bond / Revenue Parks and Recreation Facilities Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

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

Disclosures Concerning our Role as Municipal Advisor

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

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

Disclosure Concerning Conflicts of Interest and Other Information

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

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

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. The fees for our services shall not exceed 50 basis points of the par amount of the Bonds and will be paid only upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer or Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

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

Disclosure Relating to Issuing Bonds

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

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

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use the City's ad valorem taxing power, if needed, to pay principal and interest.

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

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

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

Disclosure Concerning the Term of Engagement

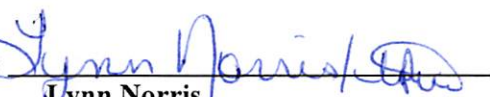
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor.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

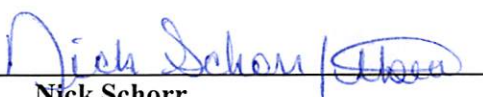
Acknowledgement

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

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

BY: 
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: _____

Signature

Lynn Spruill, Mayor, City of Starkville, Mississippi

Authorized Representative's Name

dated as of date of approval July 16, 2019

Date



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Request Authorization for Airport Director Rodney Lincoln to Travel to Baker Donelson Offices 100 Vision Dr. Suite 400, Jackson, MS to Attend a Mississippi Airport Association Board of Directors Meeting on August 15, 2019

AMOUNT & SOURCE OF FUNDING: Estimated cost of \$133.00 for POV from 015-550-610-350 or less if a City Vehicle may be used.

FISCAL NOTE: Rodney was appointed to this board in April 2017 as one of the Board of Directors representing the Starkville-Oktibbeha County Airport for a three year term

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve Authorization for Airport Director Rodney Lincoln to Travel to Baker Donelson Offices 100 Vision Dr. Suite 400, Jackson, MS to Attend a Mississippi Airport Association Board of Directors Meeting on August 15, 2019



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: August 6, 2019
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of AA 19-02 a request by the Community Development Director for an appeal from the decision of the Board of Adjustments and Appeals, regarding the illegally-built accessory structures within the property, located at 805 University Drive, owned by Mr. Henry Pilkinton, in a T-5 zoning district with the property #101C-00-005.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

On July 11, 2019, the Board of Adjustments and Appeals (BOAA) voted 7-0 to approve the administrative appeal request made by Mr. Henri Pilkinton to keep the existing “illegal” structures on his property with the following conditions:

1. That if the property sells, the structure and swing shall be removed from the premises.
2. That the applicant not build anything else on the property without going through proper city procedures.
3. That the structure and swing not be required to be inspected by the building department.

However, the Community Development Director believes that:

- (1) With all due respect, the BOAA made a mistake by granting a variance to the case, where the request was about “administrative interpretation” of the Codes;
- (2) Even if it was a variance case, Mr. Pilkinton failed to demonstrate any unnecessary hardship (Zoning, Article VI, Sec.K);
- (3) The City cannot allow adding illegal accessory structures to the legally nonconforming accessory structure (the shed) that is currently existing on site and will also be removed at the time of sale, because:
 1. The existing and amortized nonconforming shed structure is NOT the primary building because it does not perform the principal (residential) use, distinguished from a secondary or accessory use, of the lot (Zoning, Article II, Sec.A Definition). This amortization process has been self-imposed by Mr. Pilkinton to avoid the requirements of the building code, and therefore this is not a hardship to claim;
 2. According to Zoning, Article VI, Sec. B, without a main building, Staff cannot determine front/side/rear yards and the subsequent location of accessory structures. The same code section states, “No accessory structure shall be erected in any required front or side yard.” In other words, a building permit cannot be issued for accessory structures without a main building;
 3. The idea of the Legal Nonconformance is to lead and make the property conforming, rather than encouraging and increasing nonconforming activities, even illegal in this case.

The Community Development Director also believes that the BOAA’s decision, with all due respect, threatens the integrity of both building and zoning ordinance because:

1. The BOAA’s determination was not based on the law, without appreciating the difference between legally nonconforming and illegal structures. It is not a thing to act emotionally when the law defines them clearly;
2. The BOAA cannot make illegal structures to legal, even without a showing of hardship. Mere existence of illegal structures more than 2 years on a property cannot justify their presence on the lot. It is based on arbitrary grounds;
3. The BOAA cannot override the entire laws including zoning ordinance, building permit requirements and the international building code. It is simply wrongful;

4. Examples of the accessory structures include barns, garages, carports, playhouses, sheds, private greenhouses, gazebos, storage buildings, boathouses and docks, swimming pool, pumphouses, and storage containers etc. The BOAA's decision set a bad precedent and will allow building accessory structures on any vacant properties that do not have a main building until the ownership changes. A new owner can claim the same rights then again. There is the fundamental/constitutional fairness issue and, once we allow, we cannot deny others. Otherwise, it is a favoritism.
5. The BOAA's decision will encourage building illegal structures throughout the City. It will destroy the integrity of the Law.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approval of the Community Development Director's Appeal Request to reverse the determination of the Board of Adjustments & Appeals and uphold Staff's interpretation of the Codes to remove any illegal structures on the subject property.

Administrative Appeal 19-02

August 6, 2019

Prepared by Simon Kim, Ph.D.

The Appeal

The Community Development Director is making an appeal of the decision by the Board of Adjustments and Appeals, regarding the illegally-built accessory structures within the property, located at 805 University Drive, owned by Mr. Henry Pilkinton, in a T-5 zoning district with the property #101C-00-005.00.

The Original Appeal to the BOAA, Made by Mr. Pilkinton

Quoted directly from the application dated July 2, 2019:

Applicant is appealing the determination stated in Dr. Kim's notice to Mr. Pilkinton that

"[a]ccessory structures cannot be existing without a main building and, also cannot be attached to the non-conforming shed, which is a non-conforming 'accessory (shed)' structure."

Applicant contends this interpretation is inconsistent with the determinations previously made by the Planning and Zoning Commission, the Board of Adjustment and Appeals, and the Board of Aldermen which are reflected in the above quote. It is the Applicant's contention that **the City has already determined the primary structure on the property, the "non-conforming 'accessory (shed)," is an accessory structure legally existing without a main building. This determination establishes that an accessory structure can legally exist without a main building.**

The City has concluded what the applicant has already been told is permitted by the City, is impermissible under the code. Applicant disagrees with this interpretation of the code. **Applicant also alternatively argues that this interpretation of the code does not apply to the pergolas because of the City's treatment of the primary building or "shed" as a legal non-conforming structure.**

Applicant is requesting **the pergolas be treated similarly to the shed**, that the directive to remove the pergolas be reversed and that he be allowed to continue the use of property in the present state.

The BOAA's Decision at their July 11th Meeting

After discussion, Mr. Richardson moved to approve AA 19-02, which was seconded by Mr. Webb and the Board voted 7 to 0 to approve the administrative appeal request with the following conditions:

- That if the property sells, the structure and swing shall be removed from the premises.
- That the applicant not build anything else on the property without going through proper city procedures.
- That the structure and swing not be required to be inspected by the building department.

On the other hand, with all due respect, the BOAA made a mistake by granting a “**variance**” with conditions to the case, where the request was about “**administrative interpretation**” of the Codes. – Due process issue.

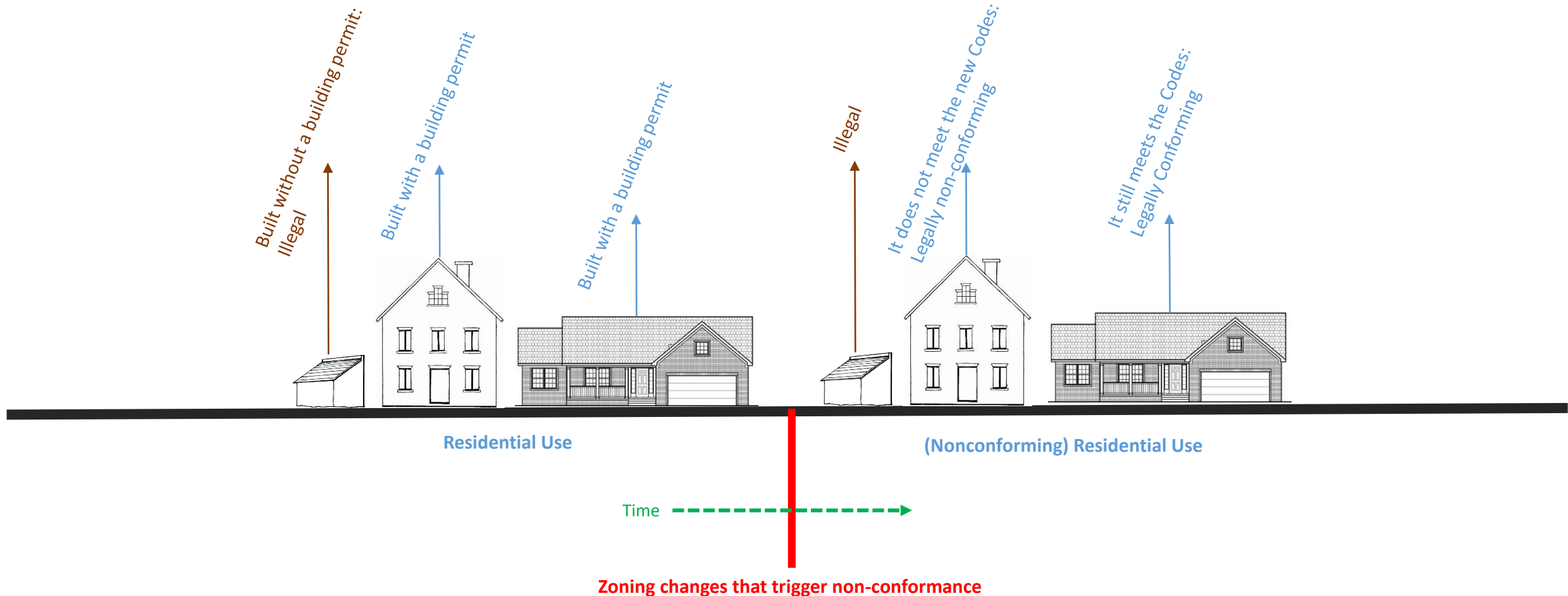
Even if it was a variance case:

The case **failed to demonstrate any unnecessary hardship** (Zoning, Article VI, Sec.K)

More specifically, it does NOT demonstrate:

- (1) Special conditions and circumstances, which are peculiar to the land, structure, or building involved, and **the same conditions are not applicable to others**;
- (2) Literal interpretation of the provisions of the ordinance that **deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the ordinance**;
- (3) The special conditions and circumstances that are **not resulted from the actions of the applicant**;
- (4) The fact that the granting of the variance will **not confer on the applicant any special privilege** that is denied by the ordinance to other lands, structures or buildings in the same district.

Legally Nonconforming vs. Illegal



Legally Nonconforming vs. Illegal

According to the applicant, this was built in the summer of 2017 **“without a permit”**.

Existed before Zoning Ord. 2001-4; November 6, 2001)

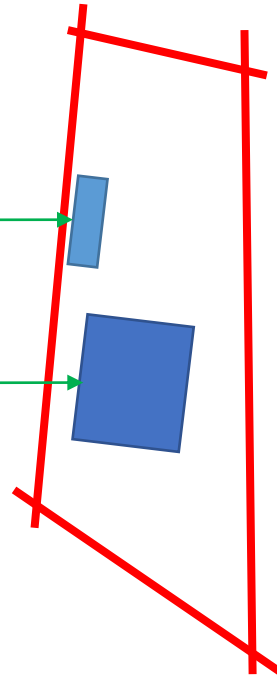
To become a nonconforming structure after the main building being removed (**one time it was a legal**) and to build illegal structures without a main building are two different thing.



It became a
nonconforming
residential
building.

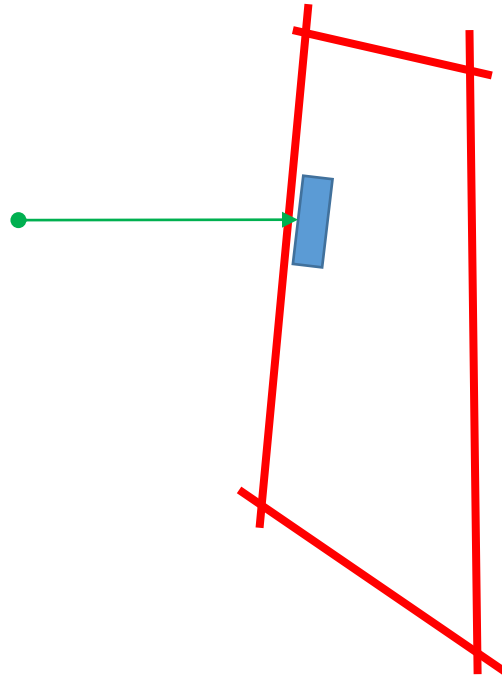
Both existed in 1996
(Google Earth)

Henry Pilkinton
purchased the
property and
removed the
main residential
building in 2003



Zoning, Article I, Sec. E.7. Changes - If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification.... A use changed to a more restricted nonconforming use shall not be permitted to revert to a least [less] restricted nonconforming use.

This is an amortizing
legally nonconforming
structure



“Self-Imposed” Amortization of the “shed” structure, NOT the use of the land:

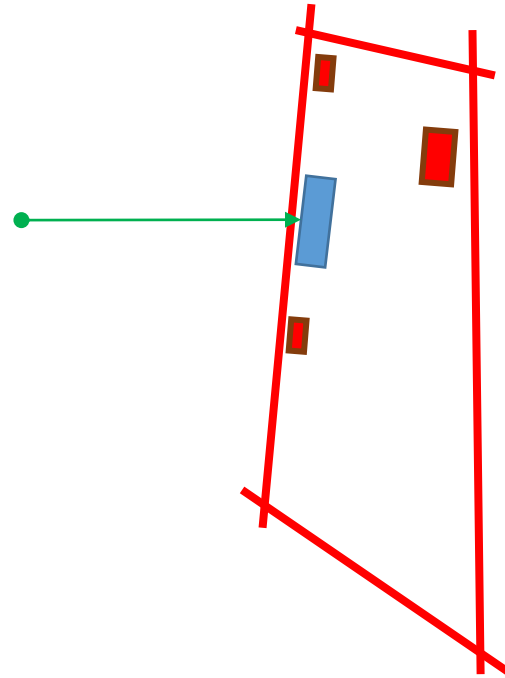
To avoid requirements of 2012 International Building Code, the applicant wanted the “originally” legally nonconforming residential building be downgraded to legally nonconforming shed structure.

On 4/16/19, the BOA, after the BOAA, modified the Building Code official’s decision by determining that the structure was “nonresidential” with the following conditions:

- (1) The shower and associated plumbing shall be removed;
- (2) No overnight lodging shall be allowed in the structure;
- (3) No rentals shall be allowed for the structure; and
- (4) If the property sells, the structure shall be removed from the premises.

This entire process was done at the request of the applicant.

- This is an amortizing legally nonconforming structure;
- The principal use of the lot is “Residential”;
- This is NOT a principal building because this is NOT conducting the principal use of the lot. (Zoning, Article II, Sec.A)

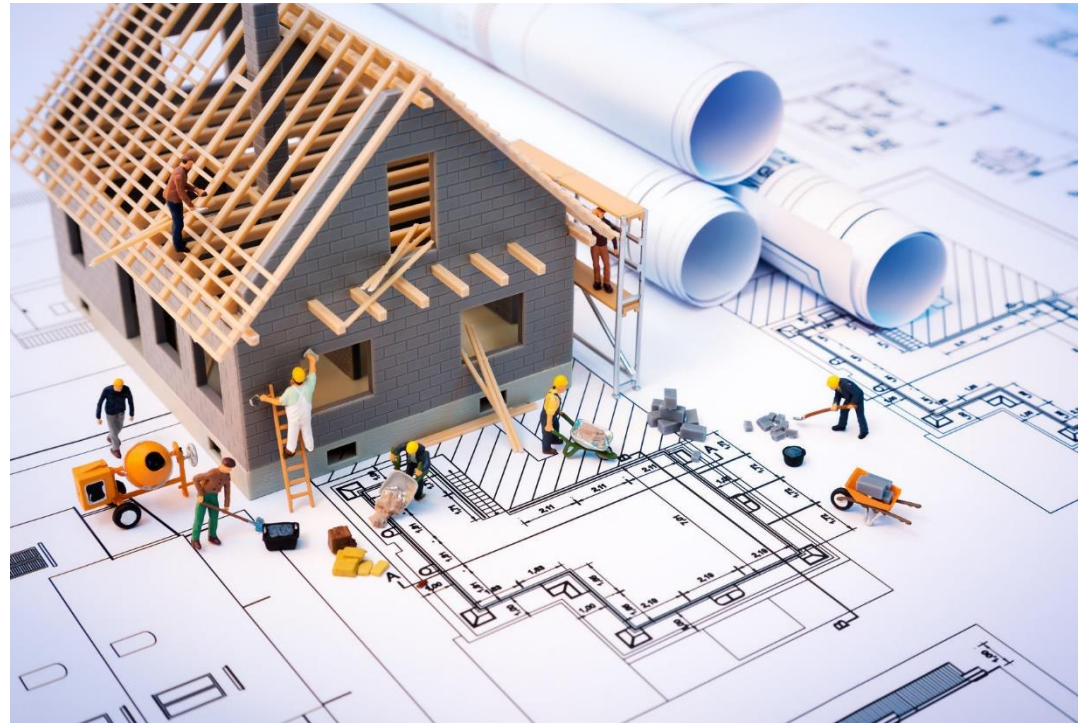


Others are illegally built structures.

*** The City allowed Mr. Pilkinton to use potable, foldable, and storable outdoor furniture and small play equipment, such as umbrellas (parasols), benches, tables, grills and swings.***

How to build legally?

- The Application shall meet the Building Codes and acquire a Building Permit; and,
- The Application shall meet Zoning requirements.



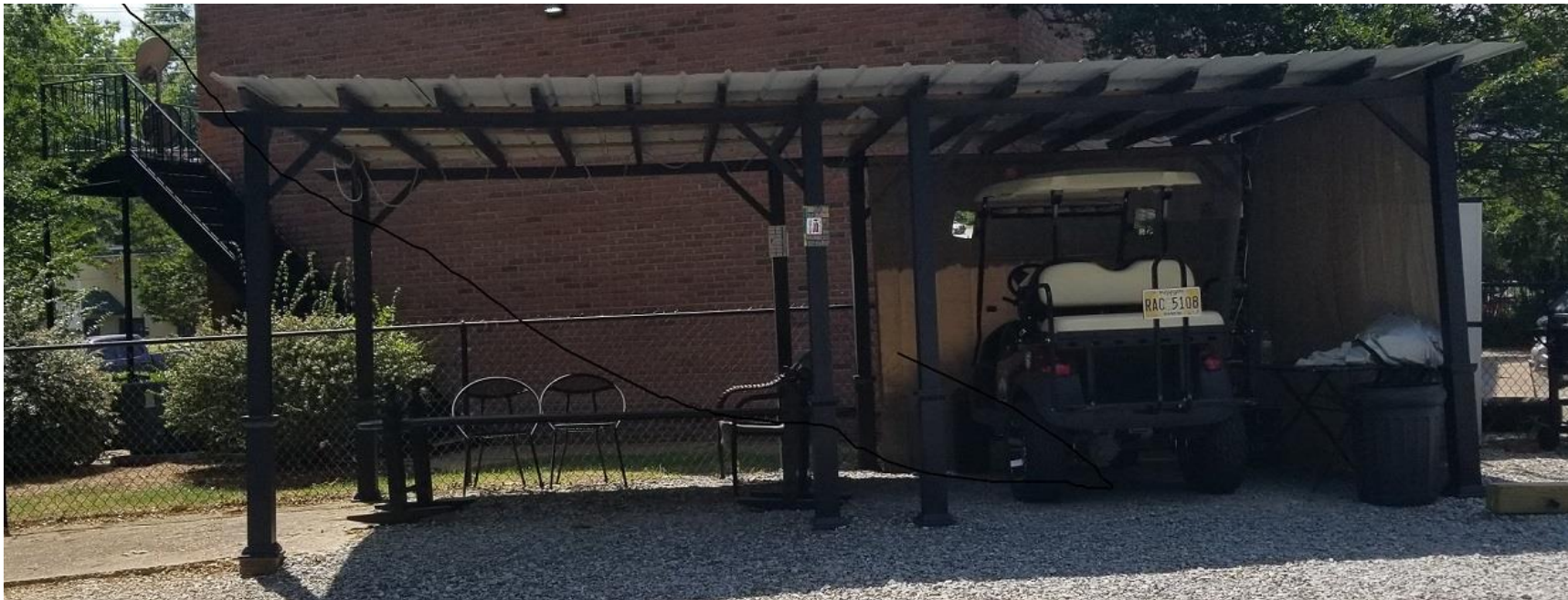
Building Permit Required

Zoning, Article III, Sec. B – **Building permit required**

It shall be unlawful to commence the excavation for the construction of any building or other structure, including accessory structures, or to store building materials or to erect temporary field offices, or to commence the moving, alteration, or repair (except repairs not changing the character of the structure and not exceeding \$1,000.00 in cost, or painting or wallpapering) of any structure, including accessory structures, until the building/codes official of the municipality has issued for such work a building permit including a statement that the plans, specifications and intended use of such structure in all respects conform with the provisions of this ordinance. Application for a building permit shall be made to the building/codes official of the municipality on forms provided for that purpose.

Unsafe Structures / Liabilities

Zoning, Article I, Sec. E.6. Unsafe Structures - Any nonconforming structure or portion thereof declared unsafe by a proper authority may be **restored to a safe condition**.



Zoning Requirements

- **The Current Use of the Property is “Residential.”**
 - Applicant is claiming that the property has been used for “residential recreation”, not for dwelling:
 - There is NO such zoning categories as residential recreation, residential commercial, or residential industrial, if not a mixed use.
 - BOAA and BOA (04/16/19) determined that the shed was a structure self-imposed to be non-residential (not a dwelling, but an accessory shed), upon agreement, on a residential lot.
 - To change the use of the land to from “residential” to “recreational”, **appropriate review needs to be done**. Through this, any nonconforming buildings/structures shall become conforming.
 - Zoning, Article VII, § Definitions
 - Parks and recreation, passive: **Passive recreation facilities developed for passive use by the general public**, including hiking trails, exercise/fitness trails, walking paths, boardwalks, docks, piers, picnic areas, wildlife observation areas, and other similar active recreational uses open to the general public for no fee.
 - Recreation & Entertainment, Outdoor: An establishment or area providing spectator, recreational entertainment or sporting activities to participants within **an open or partially enclosed or screened facility for a fee or admission price**. Examples include: Sporting arenas, amusement parks, zoo, amphitheater, drive-in theater, stadiums, athletic fields and clubhouse, water parks, golf courses, shooting/archery ranges, swimming pools, and sports complexes.
 - Mr. Sharp confirms that Mr. Pilkinton has used the property for a recreational use, which was not gone through proper permits, and makes the entire use of the property illegal...rather than conforming.

Lot & Structures

- Zoning, Article II, Sec. A.

Lot: A parcel of land occupied, or intended to be occupied, by a building and its accessory buildings, or by group dwellings and their accessory buildings, together with such open spaces as are required, having at least the minimum area required for a lot in the zone in which such lot is located and having its principal frontage on a public street or public way.

- Zoning, Article VI, Sec. J. - Structures.

It is the intent of this ordinance that there shall be but one main structure plus any permitted accessory structures on any lot used for residential purposes except as otherwise specifically permitted; also that accessory structures shall not include living quarters.

Accessory Structure

- Zoning, Article II, Sec. A.

Accessory structure: A **structure** or **use** that:

- (1) Is clearly incidental to and customarily found in connection with **a principal building** or **use**;
- (2) Is subordinate to and serves **a principal building** or **a principal use**;
- (3) Is subordinate in area, extent, or purpose to **the principal building** or **principal use served**;
- (4) Contributes to the comfort, convenience, or necessity of occupants, business, or industry in **the principal building** or **principal use served**; and
- (5) Is located on the same lot as **the principal building** or **use served**.

“the use of the accessory structure”, NOT the use of the property.

Accessory Structure

Sec. 62-41 Definitions

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds

The Location of Accessory Structures

- The City's Transact District Regulations (Form-Based Codes) are silent about an Accessory Structure. It talks only about Accessory (Dwelling) Buildings/Units, and therefore we need to reference the general sections of the Zoning.
- Zoning, Article VI, Sec. B.

Accessory structures in residential districts and on any lot used primarily for residential purposes shall conform to the following regulations:

1. No accessory structure shall be erected in any required front or side yard.

Accessory structures shall not exceed 45 feet in height except as provided in article VII hereof, and shall not cover more than 30 percent of any required rear yard and shall be at least five feet from any other structure on the same lot.

How to define “Yard”...

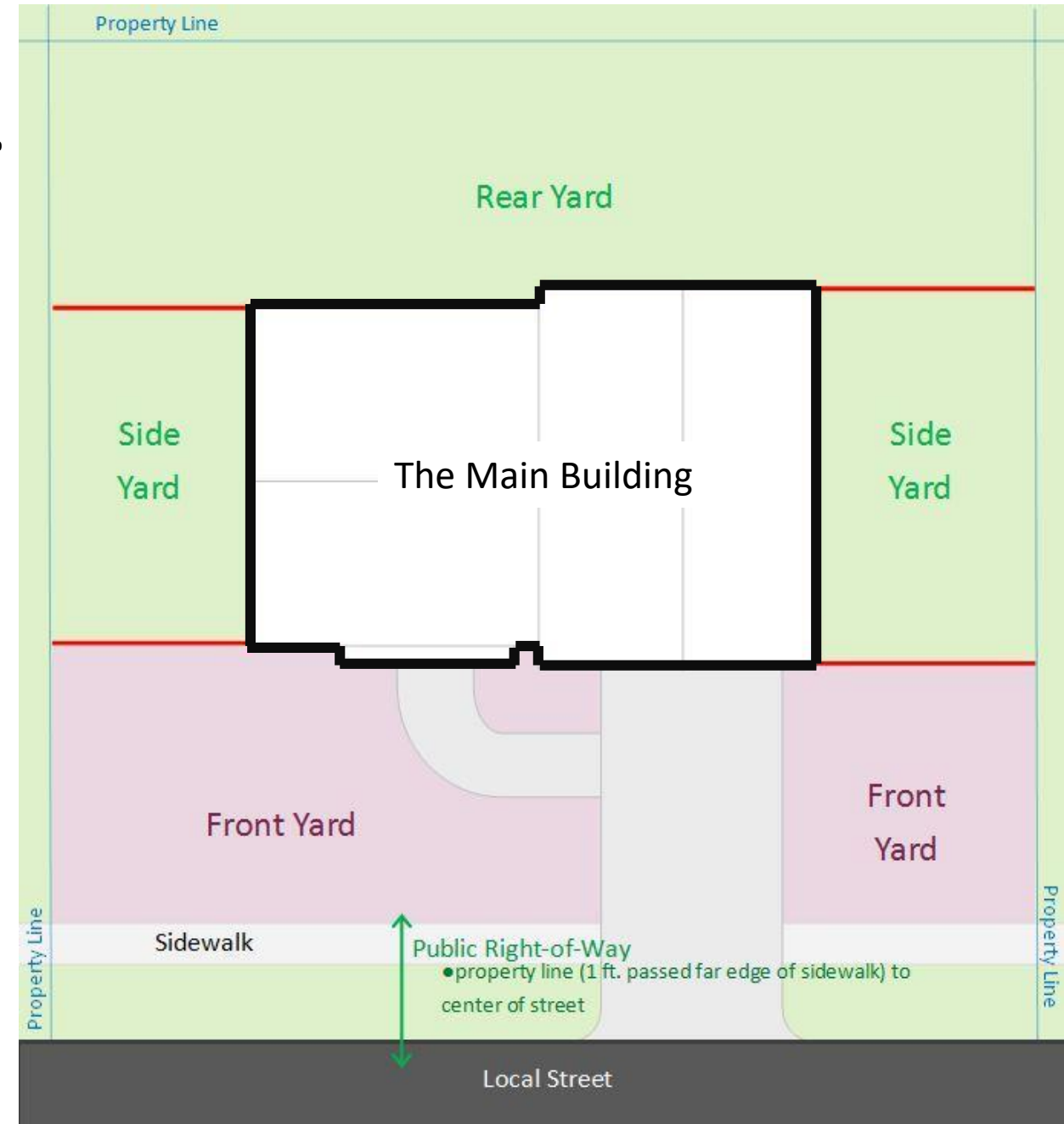
- Zoning, Article II, Sec. A.

Yard: An open space located on the same lot with a building, unoccupied and unobstructed from the ground up, except for *accessory* buildings or such projections as are expressly permitted in these regulations. The minimum depth or width of a yard shall consist of the horizontal distance between the lot line and the nearest point of the foundation wall of the main building.

(1) Front yard (see also Lot line, front): A clear, unoccupied space on the same lot with a building, extending across the entire width of the lot and situated between the front line of the building and the front line of the lot.

(2) Rear yard: A yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear yard depth shall be measured at right angles to the rear line of the lot.

(3) Side yard: The yard lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of either of such front or rear yards, to the front or rear lot lines. Side yard width shall be measured at right angles to side lines of the lot.



How this issue came this far?

- It was all about the shed and there was no planning review.
 - Upon application, **the original building permit** for a storage shed, not for a residential building, was issued on January 2, 2019 to replace the siding and shingles;
 - A building inspector found on March 1, 2019, that the storage shed, claimed by the owner originally, was transformed into a tiny house on a slab, where the interior was gutted and reconstructed with a bath and kitchenette area (more works have been done other than permitted);
 - Building Division began treating it a residential dwelling, and reviewed it accordingly;
 - The owner applied for **an administrative appeal** and modified the Building Official's decision by downgrading the nonconforming status from a residential to a non-residential shed on April 16, 2019.
- On June 3, 2019, when Building Official checked one of the pergolas on site, after having inspection of the shed, and questioned its' structural sustainability, a special attention was paid to the fact if other structures on the property had gone through a permitting process and found them illegal.
 - Planning issues were identified at that point.

The Impacts of the BOAA's Decision

- The BOAA might, if not reversed, leave a precedence of approving illegal structures that had never gone through both zoning review and building permit processes. (Any illegal structures stayed more than 2 years are legally nonconforming?)
- The action went against the City Codes and will effectively paralyze the reinforcement power.
 - Are we going to allow accessory structures on a vacant property that does not have a main building?
 - Are we going to leave any sub-standard structures without them reviewed and permitted?
- The BOAA's decision should be based on (administrative) interpretation of the law in this case, rather than a variance review. If it was to be dealt as a variance case, the applicant's hardship had to be identified, but there was none, except self-inflicted issues.
- Examples of the accessory structures include barns, garages, carports, playhouses, sheds, private greenhouses, gazebos, storage buildings, boathouses and docks, swimming pool, pumphouses, and storage containers etc.
 - The BOAA's decision will allow building accessory structures on any vacant properties that do not have a main building until the ownership changes. A new owner can claim the same rights again, because there is the fundamental/constitutional fairness issue.
- The decision will encourage building illegal structures throughout the City.

Staff Recommendations

Staff respectfully and strongly recommend the Mayor and the Board of Aldermen *reverse the determination of the Board of Adjustments & Appeals, and uphold Staff's interpretation of the Codes to remove any illegal structures on the subject property.*

ADMINISTRATIVE APPEAL APPLICATION
City of Starkville Board of Adjustments & Appeals
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org



APPLICANT / AGENT INFORMATION

Name: Henry Pilkinton Phone: 662-251-4774
Address: 1055 Greenbriar Drive, Columbus, MS 39701
E-mail address: henrypilk@betterbrands.net

PROPERTY OWNER INFORMATION

Name: Henry Pilkinton Phone: 662-251-4774
Address: 1055 Greenbriar Drive, Columbus, MS 39701
E-mail address: henrypilk@betterbrands.net

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

APPLICATION INFORMATION

The appellant hereby requests that the Board of Adjustments & Appeals take the following action regarding the final decision of the Building/Fire Official: ☒ REVERSE the final decision ☐ MODIFY the final decision
Date of final decision by Building/Fire Official: 6/07/2019 Date Received: 6/07/2019
Location of building, structure or service system that is the subject of this appeal: 805 University Avenue
Name of Architect or Engineer of Record: none
Address: _____ Phone: _____

NATURE OF THIS APPEAL (Check all that apply)

- ☐ The Building/Fire Official has rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building structure or service system.
- ☒ The provision(s) of the technical code(s) does/do not apply to this specific case.
- ☐ An equally good or more desirable form of installation can be employed in this specific case.
- ☒ The true intent and meaning of the technical code or any of the regulations thereunder has been misconstrued or incorrectly interpreted by the Building/Fire Official.
- ☐ The Building/Fire Official has denied or revoked a permit.
- ☐ The Building/Fire Official has denied an application for a Certificate of Occupancy.
- ☒ Other (Please describe the nature of appeal; use separate sheet if necessary). See attached supplement.

ACKNOWLEDGEMENT

I, the appellant whose name appears on the opposite side of this application form and whose signature appears below, understand that, prior to a hearing before the Board of Adjustments & Appeals, the City of Starkville Building and/or Fire Department may undertake an investigation of this appeal, including an inspection of the building, structure, or service system that is the subject of this appeal, and may request additional information. I agree that I will cooperate with the investigation and provide any additional information requested.

Furthermore, I understand that I will be notified at least seventy-two (72) hours prior to the hearing date. I understand the importance of appearing and stating my case in this appeal, and that if I do not appear, my appeal may be denied by the Board of Adjustments & Appeals.

Lastly, I understand that, if applicable, I must attach two (2) copies of sets of plans and/or specifications on 8½" x 11" paper to this appeal, and that a hearing may not be held until this form is completed and, if applicable, two (2) copies of sets of plans or specifications are submitted to the City of Starkville Building and/or Fire Department.

Henry C. Pilkinton IV
Appellant

State of Mississippi

County of Lowndes

SWORN and subscribed to me freely and voluntarily for the purpose therein expressed before me by
Henry Pilkinton who is known by me to be the person
described herein, and who executed the foregoing and has produced
MS Drivers License (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of
July, 2019.

Angela Gilreath

Notary Public Signature

My Commission Expires:



Supplement to Administrative Appeal Application

Applicant is appealing the determination stated in Dr. Kim's notice to Mr. Pilkinton that "[a]ccessory structures cannot be existing without a main building and, also cannot be attached to the non-conforming shed, which is a non-conforming 'accessory (shed)' structure."

Applicant contends this interpretation is inconsistent with the determinations previously made by the Planning and Zoning Commission, the Board of Adjustment and Appeals, and the Board of Aldermen which are reflected in the above quote. It is the Applicant's contention that the City has already determined the primary structure on the property, the "non-conforming 'accessory (shed)," is an accessory structure legally existing without a main building. This determination establishes that an accessory structure can legally exist without a main building.

The City has concluded what the applicant has already been told is permitted by the City, is impermissible under the code. Applicant disagrees with this interpretation of the code. Applicant also alternatively argues that this interpretation of the code does not apply to the pergolas because of the City's treatment of the primary building or "shed" as a legal non-conforming structure.

Applicant is requesting the pergolas be treated similarly to the shed, that the directive to remove the pergolas be reversed and that he be allowed to continue the use of property in the present state.

Presentation made by Jason Sharp, attorney
on behalf of Mr. Henry Pilkinton
at the BOAA meeting on July 11, 2019.

Henry Pilkinton Property
805 University Drive

Appeal

- Efficiency and Equity
- ISSUE – Can the Applicant have an accessory structure pergola on the property?
- Staff Decision: The pergola is an illegal structure. No accessory structures are permitted without a main building.

Nonconformance

- Principal building – a structure or, where the context so indicates, a group of structures in or on which is conducted the principal use of the lot on which such structure is located.
- Principal Use – the main use of the land or structures, as distinguished from the secondary or accessory use.
- Use – the purpose for which land, or a building, or other structure is designed, arranged or intended or for which it is, or may be, occupied or maintained.

Use of the Property Unchanged

- The property is still residential in use, but is now and has since the Applicant's acquisition been used for recreation and not for dwelling.
- The shed, pergola and swing all support this recreational use.
- No displacement of any conforming use.
- This use was emphasized in the prior appeal to BOAA. (see next slide).

Current use...

- The property is an **investment property**.
- I purchased it 2003. Removed the larger structure, cleared the lot and built the retaining wall (in 2003).
- Due to it's location I have always used the property for tailgating, football and baseball parking, and other events. My tailgate group uses this location instead of an on campus location. I have family, friends, and guest (20-50 people) at each game. Males and Females.
- Since I have owned the property no one has used it as a permanent residence and I have not used it as rental property.

** This slide reprinted from the Applicant's presentation to the BOAA at the April hearing concerning the property.*

Accessory Structure

Accessory Structure: A structure or use that:

- (1) Is clearly incidental to and customarily found in connection with a principal building or use;
- (2) Is subordinate to and serves a principal building or a principal use;
- (3) Is subordinate in area, extent, or purpose to the principal building or use served;
- (4) Contributes to the comfort, convenience, or necessity of occupants, business or industry in the principal building or principal use served; and
- (5) Is located on the same lot as the principal building or use.

Note that all the references to “principal building” in this definition are followed by “or use”.

The pergola meets all these requirements with regard to the use of the of the property.

Building Permit

- Reasonable oversight
 - Residents don't know to obtain a permit for minor do-it-yourself projects.
 - No builder involved.
 - Permit sought when repairing the shed structure
- Selective Enforcement of the Building Permit Requirement.
 - The city inspected the property multiple times, almost monthly, between the original application for a building permit for the shed on 1/2/19 and the release of the stop-work order on 6/3/19.
 - The pergola was in place during the previous appeals regarding the shed and were depicted in the slides used during the presentation to BOAA. (See next slide).
 - The pergola (and at the time, the swing set) the City wants removed were not mentioned until after the decision of the Board of Aldermen and the release of the stop work order.
 - In an email to Dr. Kim on 6/4/19, Mr. Williams identified the pergola as a "Charlie Brown" shed and indicated there was no way they could begin to write a building permit on it.
 - We believe this enforcement action is an arbitrary departure from the City's normal enforcement practice .
 - We believe , based on the facts above, the City is selectively enforcing the building permit requirement for accessory structures for the purpose of harassing the applicant.



PROPERTY USES:

Upper left – Cotton District Arts Festival

Lower left – summer day

Lower right – football tailgate



** This slide reprinted from the Applicant's presentation to the BOAA at the April hearing concerning the property.*

Literal Interpretation Inapplicable

Alternate Resolution

- City and Applicant, through various board rulings and mutual consent, have defined a unique structure that does not readily fit within the code.

“a non-conforming accessory (shed) structure” or “a residential structure, self-imposed to be non-residential, upon agreement”

- We are requesting the BOAA and BOA authorize the accessory structures already on the property and allow Applicant only to continue the current use of the property in its present state.

Conclusion

- The shed is a legal non-conforming building.
- If the shed is the primary building, then the accessory structures are permitted.
- If the shed is not the primary building, it is in the city's own words "a non-conforming accessory (shed) structure" existing without a primary building on the property.
- This Board has previously permitted the shed to remain without a primary building on the property.
- The code allows accessory structures without a primary building provided those structures serve the use of the property.
- In the interest of efficiency and fairness we ask that the order to remove the accessory pergola be reversed.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 6, 2019
PAGE: Page 1 of 6

SUBJECT:

Discussion and consideration of a Special Event request by Anita Bush of Mad Mothers Against Domestic Disputes to hold the 2019 Starkville Community Day and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$ 6,692.50 with the funding being indirectly associated with the cost of city services from four departments.

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

Police Department	\$ 2,812.50
Fire Department	\$ 300.00
Sanitation Department	\$ 3,130.00
<u>Parks Department</u>	<u>\$ 450.00</u>
TOTAL	\$ 6,692.50

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the special event Starkville Community Day and have City participation with in-kind services on October 5, 2019. The event is to be held at J.L. King Park on North Long Street with setup for the event starting at 5:00 pm on October 4, 2019 and takedown at 10:00 pm on October 5, 2019. The event hours are from 10:00 am to 10:00 pm on October 5, 2019. The requested services include the Starkville Police Department, Fire Department, Sanitation Department, and Parks Department with a total cost of \$ 6,692.50

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the Starkville Community Day special event and have in-kind services on October 5, 2019



SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name: Starkville Day Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name: Antia Bush Mobile Number: 662-648-7171
Organization Name: MMDD Email: antiaindy34@gmail.com
Organization Address: 157 Pearl Acres Organization Type: ☐ Non-Profit ☐ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☐ No (not applicable), Event Site Map ☐ Yes ☐ No

On-Site Contact: _____ Mobile Number: _____
Date and Times of Event (From) Oct 3 10:00 am (To) Oct 5 10:00 pm
(DATE) (TIME) (DATE) (TIME)
Date and Times of Setup and Takedown (From) Oct 4 5:00 pm (To) Oct 5 10:00 pm
(DATE) (TIME) (DATE) (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☒ Yes ☐ No

Type of Event (check all that apply): ☒ Walk/Run ☐ Procession ☒ Concert ☐ Awareness/Rally ☐ Street Closing Event
☐ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: Police Department: ☒ Yes ☐ No, Fire Department: ☐ Yes ☐ No

Sanitation Department: ☒ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☒ Facilities, Utility Department: ☒ Electrical Service ☐ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost 2,812.50

By Mark Bullard Date 7-11-19

Starkville Utilities cost _____

By _____ Date _____

Fire Department cost \$300.00

By Jim McMillan Date 7-11-19

Parks Department cost \$450

By Gerry Logan Date 7/22/19

Sanitation Department cost 3130.00

By Chris Smiley Date 7-11-19

Street Department cost _____

By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name: Antia Bush Date: 7/8/2019

Signature: Antia Bush

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Andrea Bush (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: Anita Bush

Title: President

ATTEST:

By: [Signature]

Title: Assistant City Planner

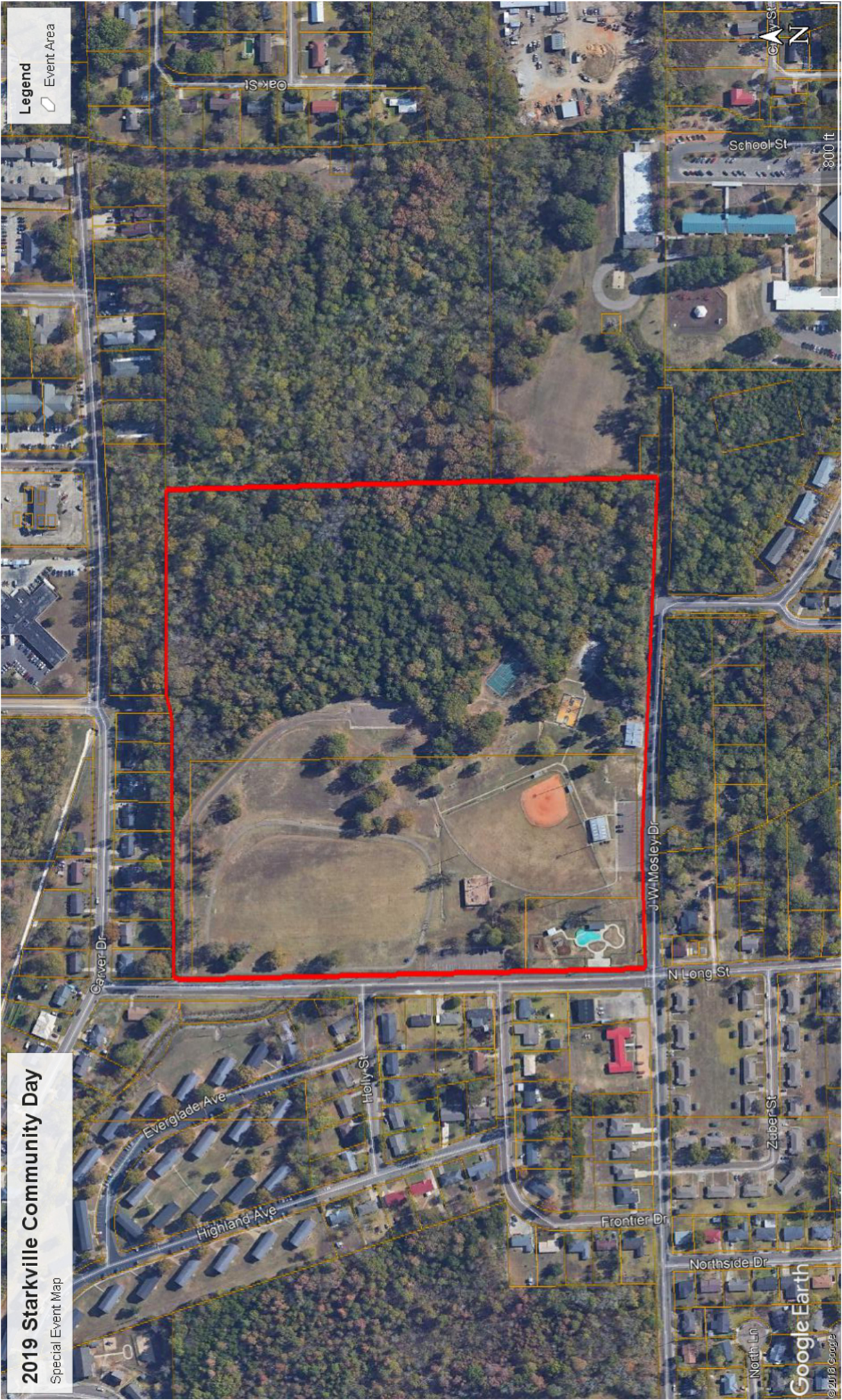
ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature Anita Bush Date 7/8/2019

Print Name Anita Bush

Organization MMAOD



2019 Starkville Community Day

Special Event Map



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 6, 2019
PAGE: Page 1 of 6

SUBJECT:

Discussion and consideration of a Special Event request by Greater Starkville Development Partnership to hold the 2019 Sturgis Rally Dinner Ride and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$ 1,260.00 with the funding being indirectly associated with the cost of city services from one department.

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

Police Department	\$ 1,260.00
TOTAL	\$ 1,260.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the special event Sturgis Rally Dinner Ride and have City participation with in-kind services on August 16, 2019. The event is to be held at Fire Station Park on East Lampkin Street and will require a street closing with police escort for a procession. The event will have a setup time of 4:00 pm with a take down at 5:30 pm. The event hours are from 4:40 pm to 5:30 pm on August 16, 2019. The requested services only include the Starkville Police Department with a total cost of \$ 1,260.00

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2019 Sturgis Rally Dinner Ride special event and have in-kind services on August 16, 2019



SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name Sturgis Rally Dinner Ride Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name Paige Watson Mobile Number 662-418-0924
Organization Name Greater Starkville Dw. Partnership Email pwatson@starkville.org
Organization Address 200 E. Main Starkville MS Organization Type ☐ Non-Profit ☒ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☒ No (not applicable), Event Site Map ☒ Yes ☐ No

On-Site Contact Paige Watson Mobile Number 662-418-0924
Date and Times of Event (From) Aug 16 4:30 PM (To) Aug 16 5:30 PM
(DATE) (TIME) (DATE) (TIME)

Date and Times of Setup and Takedown (From) Aug 16 4PM (To) Aug 16 5:30PM
(DATE) (TIME) (DATE) (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

Type of Event (check all that apply): ☐ Walk/Run ☒ Procession ☐ Concert ☐ Awareness/Rally ☒ Street Closing Event
☐ Sale/Market ☐ Other please specify: Escort

Which of the following City Services will be needed: Police Department: ☒ Yes ☐ No, Fire Department: ☐ Yes ☒ No

Sanitation Department: ☐ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, Utility Department: ☐ Electrical Service ☐ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost _____	Parks Department cost _____
By _____ Date _____	By _____ Date _____
Starkville Utilities cost _____	Sanitation Department cost _____
By _____ Date _____	By _____ Date _____
Fire Department cost _____	Street Department cost _____
By _____ Date _____	By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name Paige Watson Date 7/22/19
Signature [Signature]

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Paige Watson (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: _____

Pamela Watson

Title: _____

Special Events & Projects Coordinator, GSDP

ATTEST:

By: _____

Katherine Langston

Title: _____

Notary Public #103374



ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature

Date

7/22/19

Print Name

Paige Watson

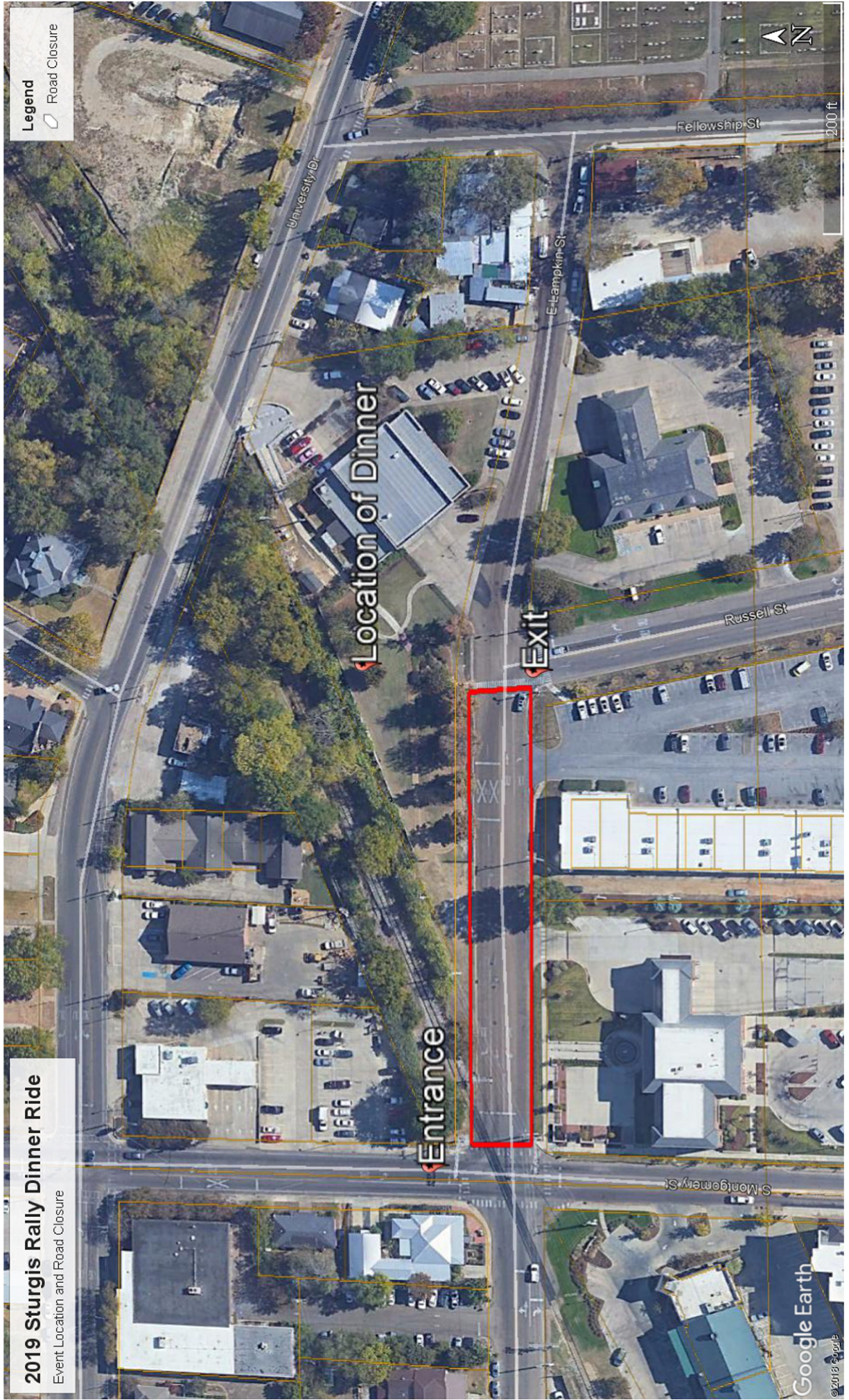
Organization

Greater Starkville Development Partnership

2019 Sturgis Rally Dinner Ride

Event Location and Road Closure

Legend
Road Closure





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 6, 2019
PAGE: Page 1 of 6

SUBJECT:

Discussion and consideration of a Special Event request by Greater Starkville Development Partnership to hold the 2019 Night Market and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$ 2,130.00 with the funding being indirectly associated with the cost of city services from three departments.

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

Police Department	\$ 630.00
Sanitation Department	\$ 500.00
<u>Street Department</u>	<u>\$ 1,000.00</u>
TOTAL	\$ 2,130.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the special event Night Market and have City participation with in-kind services on September 6, 2019. The event is to be held at Fire Station Park on East Lampkin Street and will require a street closing for the event. The event will have a setup time of 2:00 pm with a take down at 10:00 pm. The event hours are from 5:00 pm to 9:00 pm on September 6, 2019. The requested services are from three departments, Sanitation Department, Street Department, and Starkville Police Department, with a total cost of \$ 2,130.00.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2019 Night Market special event and have in-kind services on September 6, 2019



SPECIAL EVENT APPLICATION

City of Starkville Community Development
 City Hall, 110 West Main Street
 Starkville, Mississippi 39759-2823
 Phone: (662) 323-2525 Fax: (662) 323-4143
 e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name Night Market Is this a reoccurring event: ☒ Yes ☐ No
 Applicant's Name Paige Watson Mobile Number 662-418-0924
 Organization Name Greater Starkville Dev. Partnership Email pwatson@gmail.com
 Organization Address 200 East Main St Starkville MS Organization Type ☐ Non-Profit ☒ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☒ No (not applicable), Event Site Map ☒ Yes ☐ No

On-Site Contact Paige Watson Mobile Number 662-418-0924
 Date and Times of Event (From) Sept. 6 (DATE) 5:00 PM (TIME) (To) Sept. 6 (DATE) 9:00 PM (TIME)

Date and Times of Setup and Takedown (From) Sept. 6 (DATE) 2:00 PM (TIME) (To) Sept 6 (DATE) 10:00 PM (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☒ Yes ☐ No

Type of Event (check all that apply): ☐ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☒ Street Closing Event
☒ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: Police Department: ☒ Yes ☐ No, Fire Department: ☐ Yes ☒ No

Sanitation Department: ☒ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, Utility Department: ☐ Electrical Service ☐ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost _____ Parks Department cost _____

By _____ Date _____ By _____ Date _____

Starkville Utilities cost _____ Sanitation Department cost _____

By _____ Date _____ By _____ Date _____

Fire Department cost _____ Street Department cost _____

By _____ Date _____ By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name Paige Watson Date 7/22/19

Signature [Signature]

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Paige Watson (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

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The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: Paige Watson
Title: Special Events & Projects Coordinator, GSPP

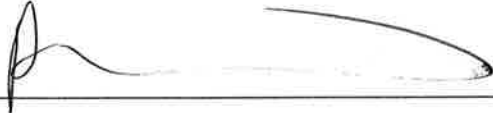
ATTEST:

By: Katherine Langston
Title: Notary Public # 103374



ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

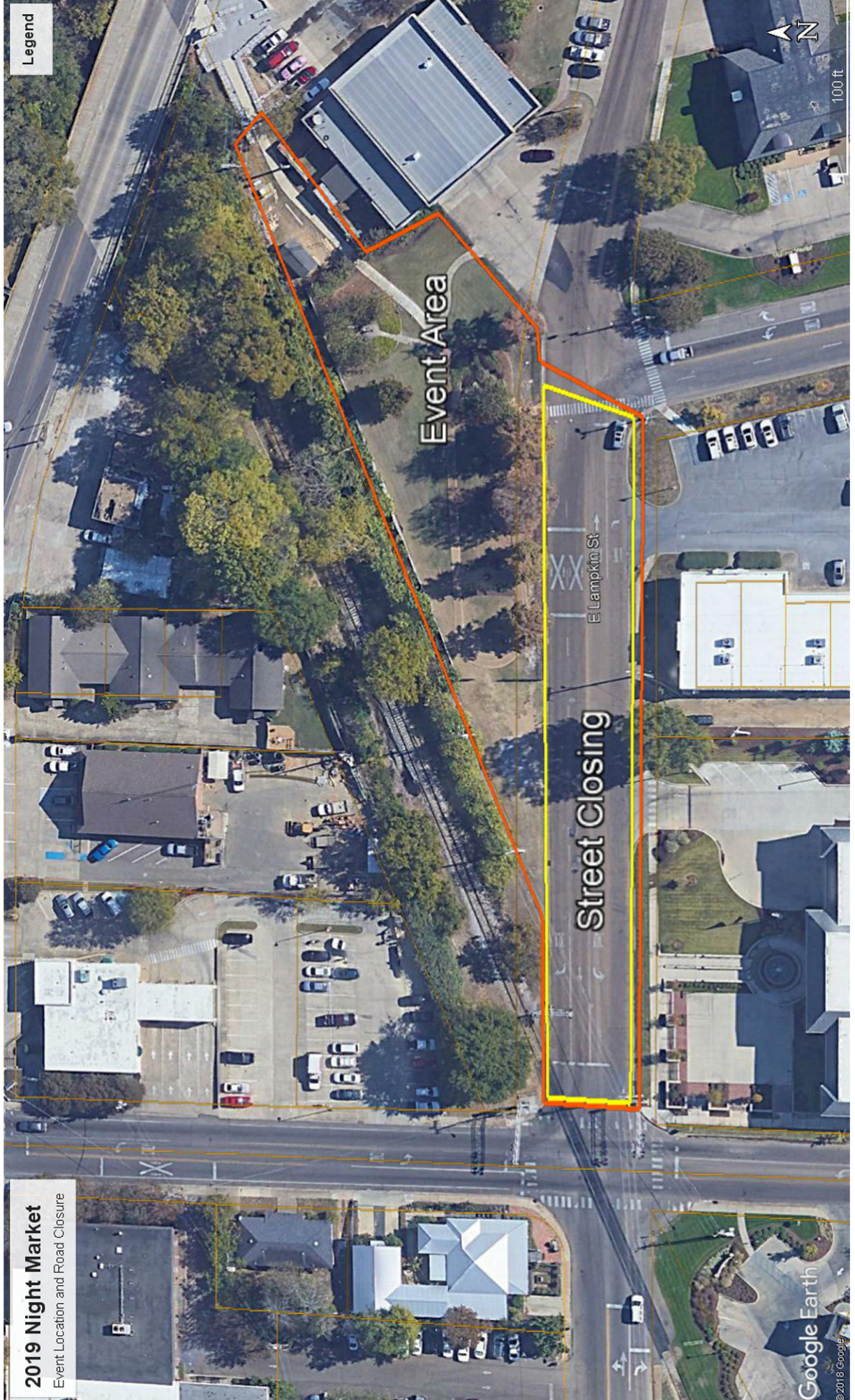
With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature  Date 7/22/18

Print Name Paige Watson

Organization Greater Starkville Development Partnership





Legend

2019 Night Market
Event Location and Road Closure

Street Closing

Event Area

E Lampkin St

Google Earth
© 2018 Google

100 ft



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 6, 2019
PAGE: Page 1 of 6

SUBJECT:

Discussion and consideration of a Special Event request by KMG Creations Dace, Fitness, & Productions to hold the 2019 Veterans Day Parade and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$ 782.00 with the funding being indirectly associated with the cost of city services from two departments.

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

Starkville Utilities- Electric	\$ 150.00
<u>Police Department</u>	<u>\$ 632.00</u>
TOTAL	\$ 782.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the special event Starkville Veterans Day Parade and have City participation with in-kind services on November 9, 2019. The parade will start at the County Courthouse and travel east down Main Street, then turning south down South Montgomery Street, then turning west down Lampkin Street., and lastly turning north on South Washington Street back to the point of beginning. The event will have a setup time of 8:45 am with a take down at 11:00 am. The parade is from 10:00 am to 11:00 am on November 9, 2019. The requested services are from two departments, Starkville Utilities and Starkville Police Department, with a total cost of \$ 782.00. A banner associated with the advertising of this event is part of the request. The applicant will provide the banner and Starkville Utilities will install the banner at the intersection of South Washington Street and West Main Street.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2019 Veterans Day Parade special event and have in-kind services on November 9, 2019

SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name KMG Creations Presents 2nd Annual Starkville Veterans Day Parade Is this a reoccurring event: ☒ Yes ☐ No

Applicant's Name Kayla M. Gilmore Mobile Number (601) 757-4144

Organization Name KMG Creations Dance, Fitness & Productions Email Kmgcreationsdance@gmail.com

Organization Address P.O. Box 4698 Miss. State, MS 39762 Organization Type ☐ Non-Profit ☒ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☐ No (not applicable), Event Site Map ☒ Yes ☐ No same as last year, map

On-Site Contact Kayla Gilmore Mobile Number (601) 757-4144

Date and Times of Event (From) 11-9-19 10:00am (TIME) (To) 11-9-19 11:00am (DATE) (TIME)

Date and Times of Setup and Takedown (From) 11-9-19 8:45am (TIME) (To) 11-9-19 11:00am (DATE) (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

Type of Event (check all that apply): ☐ Walk/Run ☒ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event

☐ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: **Police Department:** ☒ Yes ☐ No, **Fire Department:** ☐ Yes ☐ No

Sanitation Department: ☐ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, **Utility Department:** ☐ Electrical Service ☒ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost \$630.00 Parks Department cost _____

By [Signature] Date 7/25/19 By _____ Date _____

Starkville Utilities cost \$150.00 Sanitation Department cost _____

By [Signature] Date 7/25/19 By _____ Date _____

Fire Department cost _____ Street Department cost _____

By [Signature] Date 7-25-19 By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name Kayla Gilmore Date 7-19-2019

Signature [Signature]

RECEIVED
JUL 19 2019
[Signature]

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

AGREEMENT TO INDEMNIFY

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 (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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AGREED:

APPLICANT/INDEMNITOR

By: Kyle Gilman

Title: Director

ATTEST

By: Markay Green

Title: Comm. Sec. Admin.

ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature  Date 7-19-19

Print Name Keyla Gilmore

Organization KMG Creations Dance, Fitness and Production





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 6, 2019
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of variance request VA 19-10, a request by Andy Fornea for a variance from front setback requirements for a proposed subdivision in an R-3A zone with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting relief from front setback requirements for 79 lots in a proposed subdivision in an R-3A zoning district. The applicant is requesting a 15' front setback in lieu of the 25' required for front setback. They are requesting a reduced minimum front setback to bring the front of the homes closer to the street to create a more pedestrian friendly streetscape and to allow for a covered porch to extend out beyond the front façade of the house and front-loaded garage. The applicant attended a Development Review Committee meeting on June 13, 2019. The subject property was rezoned from R-1/C-2 to R-3A on November 6, 2018. A preliminary plat for the subdivision was approved by the Board of Aldermen on July 16, 2019. On July 24, 2019, the Board of Adjustments and Appeals voted 4-0 to recommend approval of this request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 19-10, a request by Andy Fornea from front setback requirements for a proposed residential development.



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

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 19-10 Request by Andy Fornea for Variance relief from front setback requirements for a proposed subdivision in an R-3A zone with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00
Date: July 24, 2019

The purpose of this report is to provide information regarding a variance request by Andy Fornea for Variance relief from front setback requirements for a proposed subdivision in an R-3A zone with the parcel numbers 102I-00-005.00, 102I-00-006.00 and 102I-00-002.00. Please see attachments 1- 5.

PROPOSED USE & BACKGROUND:

The applicant is requesting relief from front setback requirements for 79 lots in a proposed subdivision in an R-3A zoning district. The applicant is requesting a 15' front setback in lieu of the 25' required for front setback. They are requesting a reduced minimum front setback to bring the front of the homes closer to the street to create a more pedestrian friendly streetscape and to allow for a covered porch to extend out beyond the front façade of the house and front-loaded garage. The applicant attended a Development Review Committee meeting on June 13, 2019. The subject property was rezoned from R-1/C-2 to R-3A on November 6, 2018. A preliminary plat for the subdivision was approved by the Board of Aldermen on July 16, 2019. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the August 6, 2019 meeting.

NOTIFICATION:

43 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 June 22, 2019 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 and one in office visit requesting information.

VARIANCE REQUESTS FROM:

Appendix A, Article. R. - R-3A single-family, medium-density.

- A. *Intent. These districts are intended to be composed of single-family dwellings. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring minimum yard and area standards. R-3A zoning districts shall be more restrictive than the R-3 (multi-family) district but less restrictive than the R-1 (single-family) district.*

- B. *Required lot area and width, yards, building areas and height for single-family dwellings:*

Front setback: 25 feet

Side setback: 5 feet

Rear setback: 20 feet

Minimum lot area: 5,000 square feet

Minimum width at building line: 50 feet

Maximum building height: 45 feet

- C. *Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.*

- D. *Permitted and conditional uses shall be as follows:*

1. *The following uses are permitted by right in the R-3A zoning district:*

- a. *Single-family dwelling.*
- b. *Garden.*
- c. *Home occupation.*

2. *The following uses are allowed by conditional use in the R-3A zoning district:*

- a. *Church or place of worship.*
- b. *Golf course, not including commercial driving ranges; need not be enclosed within structure.*
- c. *Public utilities.*
- d. *Recreational facilities.*

- E. *Comprehensive plan. The R-3A zoning district shall be considered a medium density residential land use classification allowing a maximum gross density of eight dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.*

(Ord. No. 2008-9, § II, 11-4-08)

VARIANCE REQUEST REQUIREMENTS:

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

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

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Attachment 1
VA 19-10 Aerial



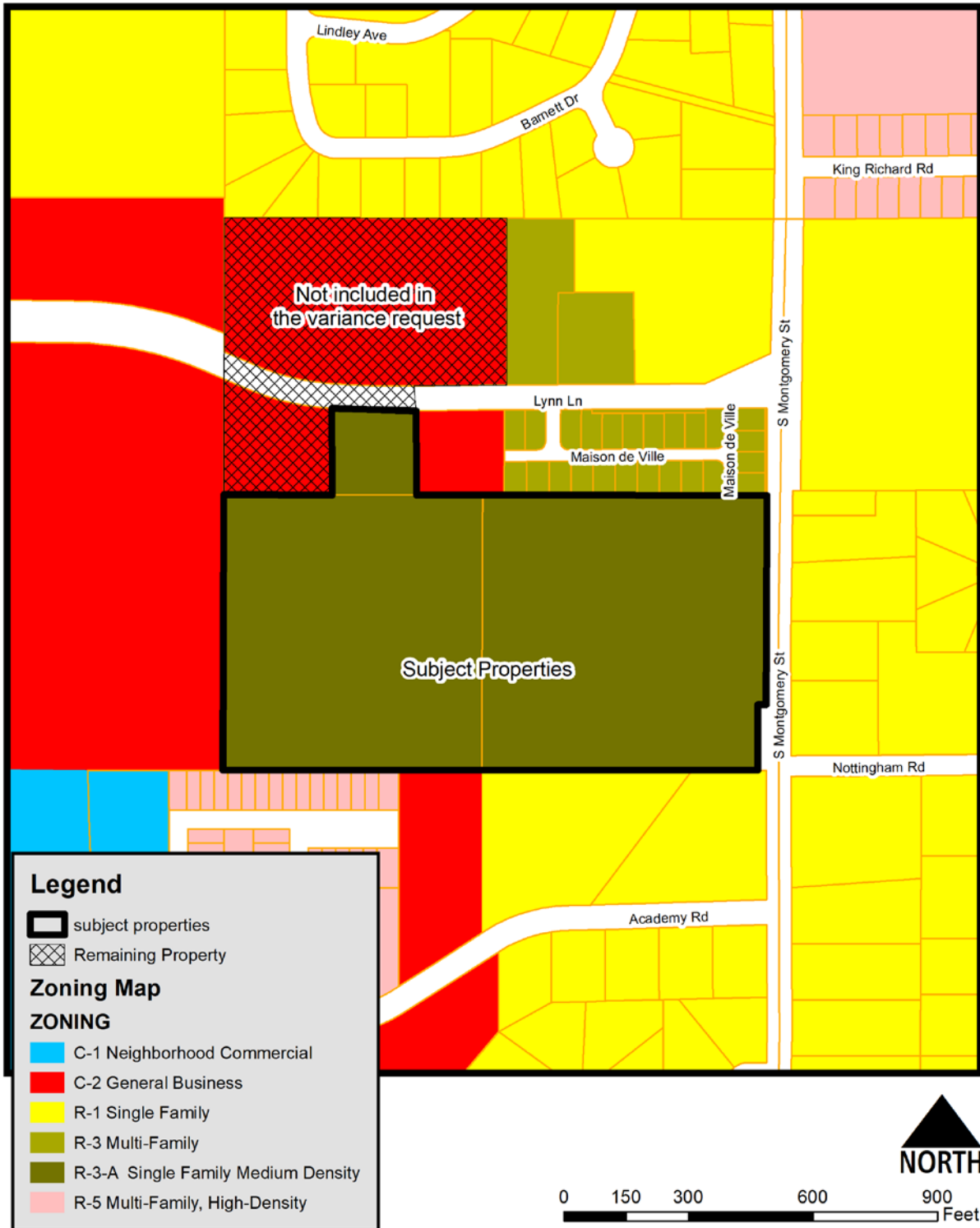
Legend

-  subject properties
-  Remaining Property

0 150 300 600 900 Feet



Attachment 2 VA 19-10 Zoning



Attachment 3- Applicant Statement



July 12, 2019

RE: Valentine Property – Andy Fornea Development
Front Yard Variance Request

To the Members of the Board of Adjustments and Appeals,

Thank you for taking the time to review this variance request to allow the front yard setback to be reduced from 25' down to 15'. This request would apply to each of the proposed 79 single family lots on the approved preliminary plat. The overall intent of this development is to create a well-designed, sustainable and memorable neighborhood with many of the same qualities found in the historic residential areas in Starkville. When homes/porches can be pulled closer to the street, this can create a visual value that helps to create a unique sense of place in a neighborhood. These principles are rooted in New Urbanist concepts following in the footsteps of America's first unique neighborhoods and streetscapes. By reducing the front yard setback, we will be able to implement the following neighborhood design objectives:

- Create appropriate pedestrian scale between the front of the homes and the public streets by bringing front porches closer to the sidewalk. Achieving this pedestrian scale and providing direct pathways from the front porches to the public sidewalks encourages interaction between residents and is critical to fostering a real sense of community within this neighborhood.
- Allow front porches to extend beyond the garage façade to highlight the architectural design details on the front of the homes, thus masking the visual of the garage door from the public streetscape.
- Provide substantial architectural design flexibility to create a wider variety of home footprint layouts and façade treatments, which will allow for a rich architectural style throughout the neighborhood.

The enclosed exhibits highlight the design improvements described above that can be made by allowing the reduction of the front yard setback. The standard 25' front setback will eliminate the visual interest provided by the front porch and create a tangible disconnection between the home and the public streetscape, which will reduce neighbor interaction and serve as a barrier to establishing the sense of community essential to long lasting, quality neighborhoods.

We look forward to discussing this variance request at the July 24th Board Meeting and answering any questions you may have at that time. Thank you for your time and consideration.

Best,
Mike

A handwritten signature in blue ink, appearing to read "Mike", with a stylized flourish at the end.

Michael Hogstrom, Owner
Onsite Design + Development
mike@onsitedd.com
8327541510
2253885282

7924 Wrenwood Blvd., Suite A
Baton Rouge, LA 70809

Attachment 4-Exhibit from Applicant



Attachment 5- Exhibit from Applicant





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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 08/06/2019
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending July 31, 2019 is \$2,340,316.61
Of which the claims amount for Starkville Utilities is \$ 1,319,540.54

**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 July 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 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
WAI-MART-GENERAL CITY	05855	07/31/2019	CASE OF FUN POPS FOR OUTREACH	001-000-160-698	10.72
JEFCOAT CONSTRUCTION, LLC	2046	07/31/2019	INCORPORATE EXISTING SLIDE ONTO STRUCTURE, SLID	001-000-358-638	14,059.86
WAI-MART-GENERAL CITY	08738	07/31/2019	REFRESHMENTS FOR SUMMER DARE GRADUATION	001-000-160-698	31.38
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-000-054-205	24.00
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-000-053-206	554.31
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-000-054-205	730.92
WELDING WORKS LLC, THE	1117	07/31/2019	MONCRIEF PARK-SKID STEER RENTAL	001-000-358-638	500.00
WELDING WORKS LLC, THE	1118	07/31/2019	MCKEE PARK JA SLIDE SIGN FRAME	001-000-358-638	550.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0030038	07/30/2019	AD VALOREM TAXES -JUNE 2019	001-000-200-084	8.08
FUELMAN / FLEETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-000-053-206	1,133.34
FUELMAN / FLEETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-000-054-205	1,034.97
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-000-053-206	1,074.62
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-000-054-205	964.95
SGK LANDSCAPES, LLC	WO16737	07/30/2019	CITY HALL DAYLILLIES	001-000-365-637	481.00
Outstanding Total:					21,188.15
Paid					
AMANDA REESE	1360282	07/22/2019	OVERPAYMENT ON FINE/ DKT# 1360282	001-000-149-691	453.00
JONATHAN MITCHELL	INV0029955	07/22/2019	OVERPAYMENT OF FINES/ DKT #S 1325768 & 1325769	001-000-149-691	425.00
WILLIAM HOLDEN BUTLER	1365044	07/22/2019	OVERPAYMENT OF FINE DKT#1365044	001-000-149-691	5.00
EARLIE HANNAH	INV0029956	07/22/2019	OVERPAYMENT	001-000-149-691	9.00
CORY SHIERS	1328597	07/22/2019	RESTITUTION FROM D. PRESTON	001-000-149-691	200.00
Paid Total:					1,092.00
Department 000 - UNDESIGNATED Total:					22,280.15
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CADENCE VISA	1987	07/24/2019	BEAU RIVAGE-ADVANCED DEPOSIT/MML CONF.	001-100-610-350	224.88
CADENCE VISA	9397	07/24/2019	MARGARITAVILLE HOTEL/MML CONF./ B.CARVE	001-100-610-350	551.97
CADENCE VISA	787667858C	07/24/2019	BEAU RIVAGE- REFUND ONE NIGHT HOTEL/BEATTY	001-100-610-350	-179.00
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-100-604-330	77.34

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	240.06
Outstanding Total:					915.25
Department 100 - BOARD OF ALDERMEN Total:					915.25
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-110-604-330	77.33
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-110-620-370	456.00
CANON FINANCIAL SERVICES, INC	20325258	07/24/2019	QLA19783	001-110-604-330	200.42
CANON FINANCIAL SERVICES, INC	20325260	07/24/2019	SKA12799	001-110-604-330	117.40
Outstanding Total:					891.16
Department 110 - MUNICIPAL COURT Total:					891.16
Department: 120 - MAYORS OFFICE					
Outstanding					
CADENCE VISA	1987	07/24/2019	BEAU RIVAGE-ADVANCED DEPOSIT/MML CONF.	001-120-610-350	20.40
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4029756700	07/24/2019	NZG06107	001-120-604-330	77.41
CANON SOLUTIONS AMERICA	40297705662	07/24/2019	JME15733	001-120-604-330	39.74
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	131.02
CANON FINANCIAL SERVICES, INC	20325257	07/24/2019	JME15733	001-120-604-330	63.75
CADENCE VISA	217183	07/24/2019	KROGER- 6 CANS COFFEE & 4 CASES OF WATER	001-120-503-202	52.90
SLAUGHTER & ASSOCIATES, PLLC	07.20.19	07/30/2019	ANNEXATION STUDY	001-120-600-300	12,120.66
Outstanding Total:					12,583.22
Department 120 - MAYORS OFFICE Total:					12,583.22
Department: 123 - IT					
Outstanding					
WAUKAWAY DISTRIBUTORS, INC	51171	07/30/2019	3 FIVE GALLON BOTTLES OF WATER	001-123-691-550	24.30
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-123-604-330	77.34
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	855.79
CANON FINANCIAL SERVICES, INC	20325262	07/24/2019	IRC55351	001-123-604-330	153.58
GARNER COMPUTER SERVICE	08.01.19	07/25/2019	AUGUST 2019 MONTHLY MAINTENANCE	001-123-600-300	500.00
Outstanding Total:					1,611.01
Department 123 - IT Total:					1,611.01
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CADENCE VISA	RMRB14C5B-1	07/24/2019	MARGARITAVILLE/MML HOTEL/L. WILSON	001-145-610-350	347.98
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-145-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-145-604-330	4.00
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
CADENCE VISA	ML-1853973C	07/24/2019	CREDIT	001-145-501-200	-43.32
STARKVILLE DAILY NEWS	INV0030037	07/30/2019	52 WEEK SUB/ CITY CLERK OFF/ 07.20.19 - 7.20.20	001-145-501-200	134.00
CANON FINANCIAL SERVICES, INC	20325260	07/24/2019	SKA12799	001-145-604-330	117.40

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	20325263	07/24/2019	XUG04616	001-145-604-330	502.49
AMAZON CAPITAL SERVICES, INC.	13JH-TGYG-T63J	07/24/2019	STORAGE BOXES & FILE FOLDERS	001-145-501-200	53.94
SULLIVAN'S OFFICE SUPPLY, INC.	272362	07/30/2019	APOLLO DESK CHAIR	001-145-501-200	337.20
PETTY CASH VOUCHERS	INV0030054	07/31/2019	CITY HALL SUPPLIES	001-145-501-200	31.00
Outstanding Total:					1,602.04

Department 145 - OTHER ADMINISTRATIVE Total: 1,602.04

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	996463	07/30/2019	DANIEL HAVELIN BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	996465	07/30/2019	EMILY CORBAN BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	996466	07/30/2019	MATTHEW DAVIS BOND	001-159-620-371	100.00
Outstanding Total:					450.00

Paid

CLYDE C SCOTT INSURANCE	07.16.19	07/22/2019	SURETY BONDS FOR MAYOR & BOARD OF ALD.	001-159-620-371	2,000.00
Paid Total:					2,000.00

Department 159 - BONDING-CITY EMPLOYEES Total: 2,450.00

Department: 169 - LEGAL

Outstanding

STEPHANIE MALLETT, ATTORNEY AT LA	INV0030042	07/30/2019	LEGAL EXPENSES -ZYRIA KENNEDY-MULTIPLE OFFENSES/	001-169-600-309	1,000.00
CHARLES BRUCE BROWN, ATTORNEY	INV0029960	07/24/2019	VS R. KEMP	001-169-600-309	200.00
Outstanding Total:					1,200.00

Department 169 - LEGAL Total: 1,200.00

Department: 180 - HUMAN RESOURCES

Outstanding

CLINIC AT ELM LAKE, THE	24048	07/25/2019	TESTING FOR M GRAVES	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24067	07/25/2019	TESTING FOR J. ADAMS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24186	07/25/2019	TESTING FOR R. CAMPBELL	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24187	07/25/2019	TESTING FOR K. GREBNER	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24235	07/25/2019	TESTING FOR P. NEWMAN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24248	07/25/2019	TESTING FOR Z.HAWKINS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24261	07/25/2019	TESTING FOR V. HOLMES	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24436	07/25/2019	TESTING FOR E. BUSH JR.	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24485	07/25/2019	TESTING FOR A.M. CLARK	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24487	07/25/2019	TESTING FOR M. RODRIGUEZ	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24498	07/25/2019	TESTING FOR D. LEE	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24509	07/25/2019	TESTING FOR J. JARVIS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	24510	07/25/2019	TESTING FOR R. RICHARDSON	001-180-600-320	30.00
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	47.80
CLINIC AT ELM LAKE, THE	24576	07/25/2019	TESTING FOR T. LAMPKIN	001-180-600-320	30.00
CANON FINANCIAL SERVICES, INC	20325262	07/24/2019	IRC55351	001-180-604-330	153.57
Outstanding Total:					621.37

Department 180 - HUMAN RESOURCES Total: 621.37

Department: 190 - CITY PLANNER

Outstanding

GOLDEN TRIANGLE PLANNING & DEV. INC	6424	07/25/2019	E911 ACCT- BOA - NEW INDU PARK ADDRESS & UPDA	001-190-600-300	146.00
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Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOLDEN TRIANGLE PLANNING & DEV. INC	6425	07/25/2019	E911 ACCT - BOA STARKVILLE ADDRESS & MAP UPDATES	001-190-600-300	73.00
GOLDEN TRIANGLE PLANNING & DEV. INC	6426	07/25/2019	E911 ACCT-TRAVEL EXPENSE FOR JUNE 2019	001-190-600-300	5.80
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4029767666	07/24/2019	DRL72630	001-190-604-330	51.13
CANON SOLUTIONS AMERICA	40297705662	07/24/2019	JME15733	001-190-604-330	39.74
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	570.07
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-190-620-370	239.07
CANON FINANCIAL SERVICES, INC	20325255	07/24/2019	DRL72630	001-190-604-330	24.48
CANON FINANCIAL SERVICES, INC	20325257	07/24/2019	JME15733	001-190-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-190-525-231	6.00
CADENCE VISA	232753609	07/24/2019	SKETCHUP PRO ANNUAL SUBSCRIPTION	001-190-600-300	319.93

Outstanding Total: 1,616.30

Department 190 - CITY PLANNER Total: 1,616.30

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-192-620-370	2,500.00
CINTAS	4025906732	07/24/2019	CITY HALL 07.16.19	001-192-510-220	11.22
PETTY CASH VOUCHERS	INV0030035	07/29/2019	JANITORIAL SUPPLIES, BOA DRINKS	001-192-510-220	10.18
AMAZON CAPITAL SERVICES, INC.	1PMK-3KFK-FXK9	07/25/2019	6 CASES COPY PAPER	001-192-510-220	163.08
R&F COMFORT SYSTEMS INC	20170519574	07/30/2019	REPAIR SERVER ROOM A/C	001-192-630-403	162.78
FUELMAN / FLETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-192-510-204	18.96
CINTAS	4026359098	07/24/2019	CITY HALL 07.23.19	001-192-510-220	11.22
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-192-625-380	39.19
JAN-PRO OF MS	862631	07/31/2019	AUGUST 2019 JANITORIAL SVCS-CITY HALL	001-192-600-338	1,619.00

Outstanding Total: 4,535.63

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 4,535.63

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

STARKVILLE/OKTIBBEHA AIRPORT	1711	07/30/2019	4TH QTR FY19 AIRPORT FUNDING	001-195-951-953	7,982.00
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Outstanding Total: 7,982.00

Department 195 - TRANSFERS TO OTHER AGENCIES Total: 7,982.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

GOLDEN TRIANGLE PLANNING & DEV. INC	6427	07/25/2019	CEMETARY MAPPING ACCT- BOA ODD FELLOWS CEM. UPDATES	001-196-691-300	146.00
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Outstanding Total: 146.00

Department 196 - CEMETERY ADMINISTRATION Total: 146.00

Department: 197 - ENGINEERING

Outstanding

DIAMOND TRAFFIC PRODUCT	0042819	07/25/2019	30 FIGURE 8'S FOR ROAD TU	001-197-501-200	52.25
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-197-604-330	77.33
CANON SOLUTIONS AMERICA	40297705662	07/24/2019	JME15733	001-197-604-330	39.74
CANON FINANCIAL SERVICES, INC	20325257	07/24/2019	JME15733	001-197-604-330	63.75

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-197-525-231	2.00
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-197-525-231	43.31
RIVER SCIENCE, LLC	1138	07/30/2019	REVIEW OF STORMWATER RUNOFF & DETENSION	001-197-600-308	2,100.00
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-197-525-231	34.64
Outstanding Total:					2,413.02
Department 197 - ENGINEERING Total:					2,413.02

Department: 201 - POLICE DEPARTMENT

Outstanding

MARVIN HUGHES	0997-469908	07/29/2019	REIMB. HEADLIGHT PURCHAS	001-201-630-360	11.76
O'REILLY AUTO PARTS	88467	07/29/2019	HEADLIGHT BULB	001-201-630-360	-11.76
STARKVILLE FAMILY PRACTICE	INV0030039	07/30/2019	DOCTOR BILL FOR F. PRATER	001-201-541-240	85.00
IVY AUTO PARTS, LLC.	615868	07/25/2019	BATTERY FOR S-9	001-201-630-360	163.50
LOWE'S-POLICE	909475	07/25/2019	SUPPLIES FOR RANGE	001-201-545-238	30.25
DOGPOUND PRINTING	1004776	07/25/2019	8 MICROMESH POLO SHIRTS	001-201-535-233	178.79
MISSISSIPPI OFFICE OF SURPLUS PROPERTY	46355	07/25/2019	3 RIFLES	001-201-556-251	90.00
TRI-STARR MUFFLER & BRAKE	210383	07/30/2019	2008 CROWN VIC/HIGH SIDE AC LINE, IGNITION COIL,	001-201-630-360	546.22
TRI-STARR MUFFLER & BRAKE	210389	07/30/2019	HYUNDAI GENESIS REPAIRS	001-201-630-360	439.31
CADENCE VISA	435291571842	07/24/2019	GOLDEN NUGGET/NICHOLS/SUMMER EDUCATION CONF.	001-201-690-552	472.00
STARKVILLE FAMILY PRACTICE	INV0030040	07/30/2019	DOCTOR BILLS/LEWIS, KENNEDY, POPE, DAVIS	001-201-541-240	567.00
MID-SOUTH UNIFORM & SUPPLY, INC	593240	07/25/2019	2 VESTS WITH CONCEALABLE CARRIER & TRAUMA PLATE	001-201-535-233	1,335.00
MID-SOUTH UNIFORM & SUPPLY, INC	593242	07/25/2019	33 TROUSERS, 33 SHIRTS WITH 66 PATCHES	001-201-535-233	3,705.72
TRI-STARR MUFFLER & BRAKE	671870	07/30/2019	AC COMPRESSOR & KIT ON 2013 TAURUS	001-201-630-360	937.65
WALTER CURTIS COMPANY, L	26523	07/30/2019	2 REPLACEMENT PANELS	001-201-556-251	20.00
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-201-604-330	77.33
CANON SOLUTIONS AMERICA	4029755749	07/24/2019	NZG07932	001-201-635-369	0.60
CANON SOLUTIONS AMERICA	4029769588	07/24/2019	JMQ18879	001-201-635-369	110.34
CANON SOLUTIONS AMERICA	4029769944	07/24/2019	JMQ18878	001-201-635-369	107.30
DPS CRIME LAB	90081542	07/25/2019	2 ANALYTICAL FEES	001-201-600-300	120.00
AT&T GLOBAL	GG03223	07/24/2019	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	2,894.04
GTPDD PHARMACY	19381	07/25/2019	MEDS FOR C. LEWIS	001-201-541-240	5.62
CANON SOLUTIONS AMERICA	4029779192	07/24/2019	NZG07932	001-201-635-369	18.41
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,168.65
BROOKE CARPENTER	INV0029959	07/24/2019	REIMB MEALS & PARKING FROM NIBRS	001-201-690-552	34.03
WATERMARK PRINTERS LLC	12549	07/30/2019	BUSINESS CARDS, WINSHIP, LOMAX, GREGORY	001-201-615-343	108.00
R&M TIRES	1122402	07/30/2019	S-16 INSTALL BATTERY	001-201-630-360	25.00
IVY AUTO PARTS, LLC.	615986	07/25/2019	S-29 BATTERY	001-201-630-360	163.50
PITTS SIGN COMPANY	07.06.19	07/29/2019	TAGS S-34, STRIPE CAR #9599, 6 POLICE BARICADES	001-201-630-360	2,075.00
SULLIVAN'S OFFICE SUPPLY, INC.	46537	07/30/2019	CERTIFICATE HOLDERS	001-201-501-200	19.38
SULLIVAN'S OFFICE SUPPLY, INC.	46551	07/30/2019	6 BOXES PENS, HP INK	001-201-501-200	132.54
OKTIBBEHA COUNTY COOPERATIVE	564005	07/29/2019	3 PAIR SWAT BOOTS	001-201-535-233	299.55
ARMY NAVY PAWN SHOP	69814	07/24/2019	NIGHT SIGHTS, 6 PAIR PANTS	001-201-535-233	386.00

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHEPS CLEANERS	81647	07/30/2019	HEM 3 PAIR TROUSERS-POLIC	001-201-535-233	24.00
REYNOLDS/RENASANT	994375	07/30/2019	VEHICLE & BUILDING	001-201-620-370	5,884.00
INSURANCE AGENCY			INSURANCE		
WAI-MART-GENERAL CITY	03627	07/31/2019	STAPLES	001-201-501-200	5.28
WAI-MART-GENERAL CITY	03636	07/31/2019	HD STAPLER	001-201-501-200	14.24
HARLEY-DAVIDSON OF	07.09.19	07/25/2019	QTRLY LEASE PMT ON 2	001-201-635-367	2,100.00
CENTRAL MS			MOTORCYCLES		
WAI-MART-GENERAL CITY	08633	07/31/2019	DRY ERASE SUPPLIES	001-201-501-200	10.40
4 IMPRINTS	18248966	07/25/2019	300 OXO BIODEGRADABLEB	001-201-501-200	246.27
			GC		
GTPDD PHARMACY	19472	07/25/2019	MEDS FOR F. YOUNG & M.	001-201-541-240	20.18
			DAVIS		
SULLIVAN'S OFFICE SUPPLY,	46560	07/30/2019	CERTIFICATE HOLDERS	001-201-501-200	19.38
INC.					
ARMY NAVY PAWN SHOP	69821	07/24/2019	3 PAIR PANTS	001-201-535-233	101.00
MODERN MARKETING, INC.	MMI133643	07/25/2019	2000 SHIELD SHAPED STICKER	001-201-556-251	521.68
R&M TIRES	1122449	07/30/2019	S-42 INSTALL BATTERY	001-201-630-360	25.00
IVY AUTO PARTS, LLC.	618493	07/25/2019	S-42 BATTERY	001-201-630-360	172.02
TRI-STARR MUFFLER & BRAKE	671872	07/30/2019	SPD #25 BLOWER MOTOR	001-201-630-360	165.32
TRI-STARR MUFFLER & BRAKE	671882	07/30/2019	SPD #46 HIGH SIDE AC LINE,	001-201-630-360	338.36
			FREON, LABOR		
WAI-MART-GENERAL CITY	01456	07/31/2019	4 CASES BOTTLED WATER	001-201-501-200	19.90
BOARDTOWN ENGRAVING	071119C	07/24/2019	PLAQUE FOR W.KOEHN	001-201-600-300	10.00
			SHADOW BOX		
COPY COW	16636	07/24/2019	250 COLOR COPIES/DUAL	001-201-615-343	161.85
			SIDED BROCHURES		
OKTIBBEHA COUNTY	565949	07/29/2019	SWAT BOOTS	001-201-535-233	99.85
COOPERATIVE					
IVY AUTO PARTS, LLC.	618709	07/25/2019	S16- WIPER BLADES	001-201-630-360	41.57
ARMY NAVY PAWN SHOP	698833	07/24/2019	2 PAIR PANTS	001-201-535-233	74.00
ATMOS ENERGY	INV0030052	07/31/2019	# 4022600568/POLICE STATIO	001-201-625-380	214.36
CANON FINANCIAL SERVICES,	20325256	07/24/2019	JMQ18878 & JMQ18879	001-201-635-369	402.00
INC					
CANON FINANCIAL SERVICES,	20325259	07/24/2019	QNR08831	001-201-635-369	130.03
INC					
CANON FINANCIAL SERVICES,	20325261	07/24/2019	XLG06726	001-201-635-369	255.93
INC					
AT&T-NCIC MONITOR LINE	07.14.19	07/31/2019	ACCT#662-615-1467 637 059	001-201-604-330	38.34
WATERMARK PRINTERS LLC	12578	07/30/2019	VEHICLE ACCIDENT BOOKS	001-201-615-343	535.00
DANNY MCCLUSKEY TOWING	1549	07/25/2019	TOWED CAMRY TO SPD	001-201-600-300	55.00
			STORAGE LOT		
PETROLEUM EQUIPMENT	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-201-525-231	30.00
SERVICE & REPAIR, INC.					
OKTIBBEHA COUNTY	566668	07/29/2019	NO FLAT TIRE/ REPAIR	001-201-918-805	59.98
COOPERATIVE			GENERATOR TIRES		
OKTIBBEHA COUNTY	566729	07/29/2019	REPAIRS TO LAWN	001-201-918-805	151.55
COOPERATIVE			MOWER/REPLACE BELT +		
			LABOR		
TOM ROBERSON	75633748	07/30/2019	REIMB CLOTHING	001-201-535-233	136.05
			PURCHASE/CLOTHING		
			ALLOWANCE		
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 -	001-201-525-231	2,348.76
			07/14/19		
R&M TIRES	1122536	07/30/2019	S-42 INSTALL BATTERY	001-201-630-360	25.00
BRISLIN, INC	190878	07/24/2019	BI MONTHLY MAINT	001-201-630-426	2,350.00
			AGREEMENT/POLICE		
IVY AUTO PARTS, LLC.	618923	07/25/2019	S42 BATTERY	001-201-630-360	119.04
TRI-STARR MUFFLER & BRAKE	671898	07/30/2019	SPD #25 AC SWITCH ASSY	001-201-630-360	135.64
NOVUS GLASS	08839	07/25/2019	REPLACE WINDHILED IN JEEP	001-201-630-360	260.00
			COMMANDER S-41		
LOWE'S-POLICE	911409	07/25/2019	WINDE UP BUMP HEAD	001-201-545-238	121.63
NEXTSTEP INNOVATION	NSI17239	07/25/2019	DUAL LCD MONITOR LIFT	001-201-556-251	189.00
			STAND		

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-201-525-231	2,419.57
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-201-525-231	2,280.08
WAI-MART-GENERAL CITY	01750	07/31/2019	UNIFORMS FOR THE ACADEM	001-201-535-233	161.05
BOB'S MOBILE RADIO	08.2019	07/24/2019	AUGUST 2019 SERVICE AGREEMENT	001-201-630-404	440.00
NEXTSTEP INNOVATION	NSI17271	07/25/2019	LAPTOP FOR WOOD	001-201-556-251	2,434.00
FULTON ARMORY	147062	07/31/2019	VARIOUS GUN PARTS	001-201-556-251	918.60
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030016	07/25/2019	ACCT#212849 -UTILITY BILLS BY DEPARTMENT	001-201-625-380	423.11
STARKVILLE NARCOTICS	INV0030041	07/30/2019	VARIOUS INFORMANT FEES	001-201-600-304	2,005.00
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-201-625-380	61.53
Outstanding Total:					46,147.61
Paid					
SAWYER OAKES	INV0029954	07/22/2019	REIMB MEALS FOR LAWFIT CHALLENGE	001-201-690-552	82.11
GLOBAL POLICE SOLUTIONS, LLC	2019291	07/22/2019	FIELD TRAINING OFFICER COURSE/MADEEN & ENGLISH	001-201-690-552	650.00
MS FBINAA	INV0029957	07/22/2019	FBI SUMMER TRAINING CONF. REGIST./MARK BALLAR	001-201-690-552	350.00
Paid Total:					1,082.11
Department 201 - POLICE DEPARTMENT Total:					47,229.72

Department: 261 - FIRE DEPARTMENT

Outstanding

LOWE'S-FIRE	909742	07/25/2019	PAINT & SUPPLIES	001-261-558-269	50.57
BOB'S MOBILE RADIO	315929	07/24/2019	2 ANTENNAS	001-261-630-404	50.00
LOWE'S-FIRE	902415C	07/25/2019	OVERPAYMENT ON INV# 902415 ///REF 0088684	001-261-558-269	-5.00
SHEPS CLEANERS	79544	07/30/2019	UNIFORM CLEANING-6 SHIRT	001-261-600-430	18.00
SHEPS CLEANERS	79545	07/30/2019	UNIFORM CLEANING 4 PAIR TROUSERS	001-261-600-430	33.00
NAFECO	986885	07/25/2019	SHIELD FOR HELMET	001-261-535-233	79.00
NAFECO	987622	07/25/2019	FIREFIGHTING HELMET	001-261-535-233	266.58
R&F COMFORT SYSTEMS INC	20170519462	07/30/2019	REPAIR STATION 3 A/C	001-261-558-269	201.11
QUILL CORPORATION	8223022	07/29/2019	2 CASES COPY PAPER, INK,	001-261-501-200	285.96
QUILL CORPORATION	8223157	07/29/2019	TAB DIVIDERS, POST IT	001-261-501-200	80.87
QUILL CORPORATION	8225331	07/29/2019	NOTES, PRIORITY FLAGS, 2 BOXES BIC PENS, SHEET PROTECTORS	001-261-600-390	79.97
MAXXSOUTH BROADBAND	INV0030024	07/25/2019	ACCT #8282 41 101 0005230	001-261-625-380	151.95
PROGRAPHICS, INC.	53815	07/29/2019	FIRE STATION #1		
GRENADA OVERHEAD DOOR	4373	07/25/2019	BUSINESS CARDS + LAYOUT	001-261-501-200	302.80
GATEWAY TIRE & SERVICE CENTER	210453	07/25/2019	REPAIR TO STATION 3 DOOR	001-261-558-269	267.50
AIRGAS USA, LLC	9962969395	07/24/2019	STATION CLEANUP/ RO-FINAL PULL + GTR LANDFILL FEES	001-261-558-269	246.57
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CYLINDER RENTAL	001-261-630-360	57.30
ELKINS WHOLESALE	386201-00	07/25/2019	CSBS 110245208	001-261-604-330	77.33
CANON SOLUTIONS AMERICA	510305	07/24/2019	2 WASH & WAX, 6 PISTOL NOSE NOZZLES	001-261-630-360	228.78
FARRELL-CALHOUN CO	000107425	07/25/2019	FIRE DEPT COPIER USAGE	001-261-604-330	34.31
IVY AUTO PARTS, LLC.	618003	07/25/2019	EGGSHELL PAINT MATCH, LINER, DROP CLOTH	001-261-558-269	35.71
LOWE'S-FIRE	909435	07/25/2019	16" EXACTFITBLADE-2	001-261-555-250	21.98
VERIZON WIRELESS	9833290586	07/31/2019	BUG FOGGER	001-261-558-269	41.72
SPILLER FURNITURE	07.03.19	07/30/2019	ACCT #523561109-00001	001-261-604-330	200.05
NEWELL PAPER COMPANY	3073890	07/25/2019	WIRELESS BILL		
ARMY NAVY PAWN SHOP	69805	07/24/2019	TWIN FRAME	001-261-558-269	44.00
			DETERGENT, SPONGE SCRUBBERS, WINDEX	001-261-555-208	301.12
			6 PAIR PANTS, BOOTS, TACTICAL BELT	001-261-535-233	326.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UPS	54E5Y279	07/30/2019	POSTAGE	001-261-604-330	14.90
ENTENMANN-ROVIN CO.	0144993-IN	07/25/2019	18 BADGES	001-261-918-805	1,542.20
OKTIBBEHA COUNTY COOPERATIVE	563949	07/29/2019	4 YDS LIMESTONE, ARMOR AL	001-261-558-269	298.74
IVY AUTO PARTS, LLC.	618309	07/25/2019	SCREWS AND LOCK	001-261-555-250	8.48
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-261-620-370	5,330.00
ATMOS ENERGY	INV0030048	07/31/2019	#3055511080 /FIRESTATION #	001-261-625-380	57.15
O'REILLY AUTO PARTS	0997-487500	07/29/2019	2 SETS WIPER BLADES	001-261-630-360	38.38
ELKINS WHOLESALE	386201-01	07/25/2019	3 WASH & WAX	001-261-630-360	225.00
LOWE'S-FIRE	902794	07/25/2019	BUILDING SUPPLIES/STATION	001-261-558-269	322.46
STATE FIRE ACADEMY	27284	07/30/2019	NO SHOW FEE-J. MASK FIRE SERVICE INSTRUCTOR	001-261-600-390	60.00
DIRECTV	36479024885	07/25/2019	SATELLITE FOR STATION 5	001-261-625-380	168.24
S&K DOOR AND SPECIALTY COMPANY, INC.	68430	07/30/2019	REPAIR OVERHEAD DOOR-STATION 2	001-261-558-269	425.00
RACKLEY OIL INC.	511668	07/30/2019	BLUE DEF EXHAUST	001-261-525-231	19.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-261-525-231	12.00
BOARDTOWN LOCKSMITH	2747	07/24/2019	SERVICE CALL TO REKEY OFFICE + DUPLICATE KEYS	001-261-558-269	84.00
IVY AUTO PARTS, LLC.	618857	07/25/2019	TRUFLEX BELT	001-261-630-360	9.49
S&K DOOR AND SPECIALTY COMPANY, INC.	68448	07/30/2019	REPAIR OVERHEAD DOOR-STATION 1	001-261-558-269	65.00
CITY ALIGNMENT SERVICE	71496	07/24/2019	REPAIR TO FD7	001-261-630-360	321.47
REYNOLDS/RENASANT INSURANCE AGENCY	995367	07/30/2019	2019 DODGE -FIRE	001-261-620-370	7.00
JOHNATHAN CAIN	INV0030018	07/25/2019	REIMB MEALS FOR MSFA ROPE 1 COURSE	001-261-600-390	82.00
KENNETH WILSON	INV0030019	07/25/2019	REMIB MEALS FOR MSFA 1041 I&II	001-261-600-390	61.21
NICK PEARSON	INV0030028	07/25/2019	REIMB MEALS & GAS FOR MSFA CLASS	001-261-600-390	92.36
TYLER A. DAVIS	INV0030043	07/30/2019	REIMB MEALS FOR MSFA TRAINING	001-261-600-390	258.78
ATMOS ENERGY	INV0030050	07/31/2019	# 3020829684/FIRESTATION #	001-261-625-380	46.72
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-261-525-231	499.55
INTERSTATE BATTERY OF CNTRL MS	92820	07/25/2019	BATTERY FOR FD3	001-261-630-360	127.95
EAST MISSISSIPPI LUMBER CO	D53584	07/25/2019	2 CANS ALMOND SPRAY PAIN	001-261-555-250	11.58
SULLIVAN'S OFFICE SUPPLY, INC.	46809	07/30/2019	CARDSTOCK, ROLLER PENS	001-261-501-200	53.92
QUILL CORPORATION	8796331	07/29/2019	HP INK FOR TRAINING DIVISION	001-261-501-200	179.99
QUILL CORPORATION	8799433	07/29/2019	HP INK FOR TRAINING DIVISION	001-261-600-390	103.99
SULLIVAN'S OFFICE SUPPLY, INC.	46863	07/30/2019	APPT BOOK, HANGING FILE FOLDERS, FLASH DRIVES	001-261-501-200	61.25
SULLIVAN'S OFFICE SUPPLY, INC.	46865	07/30/2019	FLASH DRIVE	001-261-501-200	14.06
STARKVILLE AUTO PARTS	125575	07/30/2019	HEADLIGHT	001-261-630-360	14.99
OKTIBBEHA COUNTY COOPERATIVE	568303	07/29/2019	OIL, FERTILIZER, INSECT CONTROL, EDGER BLADE	001-261-555-250	102.17
MAXXSOUTH BROADBAND	INV0030029	07/29/2019	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-625-380	304.39
GATEWAY TIRE & SERVICE CENTER	1018-110187	07/25/2019	R1- NEW TIRE & MOUNT	001-261-630-360	180.23
STARKVILLE COMPUTERS	39626	07/30/2019	PRESENTATION POINTER	001-261-555-250	29.99
SULLIVAN'S OFFICE SUPPLY, INC.	46940	07/30/2019	COLOR PAPER, LAMINATING POUCHES, INK	001-261-501-200	101.33
OKTIBBEHA COUNTY COOPERATIVE	569354	07/29/2019	SWAT BOOTS	001-261-535-233	99.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO	A55546	07/25/2019	REPAIR TO STIHL SAW/FILLER CAP, CLEANED OIL MESS	001-261-630-360	28.75
MS FIREFIGHTER'S ASSOCIATION	INV0030025	07/25/2019	MEMBERSHIP DUES FOR 5 FIREFIGHTERS	001-261-690-555	100.00
FUELMAN / FLEETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-261-525-231	598.02
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-261-525-231	815.72
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17040233	07/31/2019	HAIX EXTREME BOOTS, DRAGONFIRE GLOVES	001-261-535-233	435.00
STARKVILLE COMPUTERS	39635	07/30/2019	CABLE & ADAPTOR	001-261-555-250	39.98
QUILL CORPORATION	8926085	07/29/2019	BINDERS, COPY PAPER, INK, CARDSTOCK, AIR FRESHNER	001-261-501-200	26.28
QUILL CORPORATION	8926085	07/29/2019	BINDERS, COPY PAPER, INK, CARDSTOCK, AIR FRESHNER	001-261-600-390	261.91
NAFECO	993201	07/25/2019	FIREFIGHTING HELMET	001-261-535-233	241.09
REYNOLDS/RENASANT INSURANCE AGENCY	996551	07/30/2019	MOWER-FIRE DEPARTMENT	001-261-620-370	35.00
ATMOS ENERGY	INV0030049	07/31/2019	# 3017756705 /FIRESTATION	001-261-625-380	44.11
CADENCE VISA	07.24.19	07/25/2019	VIASAT-INTERNET	001-261-604-330	170.31
BOB'S MOBILE RADIO	08.2019	07/24/2019	FIRESTATION #5		
			AUGUST 2019 SERVICE AGREEMENT	001-261-630-404	310.00
SULLIVAN'S OFFICE SUPPLY, INC.	47011	07/30/2019	2 FLASH DRIVES FOR TRAINING DIVISION	001-261-600-390	53.98
KENNETH WILSON	INV0030020	07/25/2019	REIMB MEALS FOR MSFA INSTRUCTOR I&II	001-261-600-390	54.79
STATE FIRE ACADEMY	37746	07/30/2019	10 CARS PATCHES, 10 SMOKE DIVER PATCHES	001-261-535-233	60.00
QUILL CORPORATION	8996938	07/29/2019	CARTON OF BINDERS	001-261-600-390	77.99
LOWE'S-FIRE	901630	07/31/2019	FLEX DRAIN, STEEL CATCH BASIN, MAILBOX, QUIKRETE	001-261-558-269	104.33
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030016	07/25/2019	ACCT#212849 -UTILITY BILLS BY DEPARTMENT	001-261-625-380	395.83
ATMOS ENERGY	INV0030051	07/31/2019	# 3018177204 /FIRESTATION	001-261-625-380	51.29
NICK PEARSON	INV0030033	07/29/2019	REIMB MEALS FOR TRAVEL	001-261-600-390	222.64
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-261-625-380	2,166.18
SECURITY SOLUTIONS	127955	07/30/2019	FIRE NETWK PROTOCOL	001-261-604-330	540.00
			ANNUAL FEE-POLICE DEPT		

Outstanding Total: 21,745.20

Department 261 - FIRE DEPARTMENT Total: 21,745.20

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-281-604-330	77.34
CANON SOLUTIONS AMERICA	40297705662	07/24/2019	JME15733	001-281-604-330	39.75
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-281-620-370	441.43
CSPIRE WIRELESS	203149579	07/24/2019	OTTERBOX FOR M. ST. LOUIS	001-281-604-330	35.00
CANNON FORD LINCOLN	95658	07/24/2019	REPLACE BATT.CABLE, SYSTEM FLUSH, REPL ACTUAT	001-281-630-400	1,230.07
CANON FINANCIAL SERVICES, INC	20325257	07/24/2019	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-281-525-231	4.00
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-281-525-231	37.61
PETTY CASH VOUCHERS	INV0030034	07/29/2019	OFFICE SUPPLIES	001-281-501-200	7.70
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-281-525-231	31.09
TRUSTMARK NATIONAL BANK	08.18.19	07/30/2019	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	35.51

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TRUSTMARK NATIONAL BANK	08.18.19	07/30/2019	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	415.87
Outstanding Total:					2,419.12
Department 281 - BUILDING/CODES OFFICE Total:					2,419.12

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030016	07/25/2019	ACCT#212849 -UTILITY BILLS BY DEPARTMENT	001-290-625-380	237.17
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030017	07/25/2019	CIVIL AIR PATROL	001-290-625-380	34.32
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-290-625-380	211.85
Outstanding Total:					483.34
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					483.34

Department: 301 - STREET DEPARTMENT

Outstanding

UNITED RENTALS (NORTH AMERICA), INC.	165671078-001	07/30/2019	MULTIQUIP REPAIRS. PULL ROPE BROKE	001-301-630-400	127.30
UNITED RENTALS (NORTH AMERICA), INC.	165671613-001	07/30/2019	REPAIR WACKER	001-301-630-400	127.30
UNITED RENTALS (NORTH AMERICA), INC.	167065731-001	07/30/2019	2 FENCE SILT 36" X 100'	001-301-630-400	36.00
CINTAS	5013268697	07/24/2019	GLOVES AND SHADES	001-301-555-250	111.91
CINTAS	5013268698	07/24/2019	DUST MASKS	001-301-555-250	36.85
NUNLEY TRUCKING CO., INC.	25861	07/25/2019	LOAD OF CR DELIVERED TO JOBSITE (23.37 TONS)	001-301-560-270	712.79
BELL BUILDING SUPPLY, INC.	257291	07/24/2019	STAKES, LEVEL LINES, EYE BOLTS W/NUTS	001-301-555-250	24.63
BELL BUILDING SUPPLY, INC.	257949	07/24/2019	4 QUICK LINKS	001-301-555-250	17.56
BELL BUILDING SUPPLY, INC.	258585	07/24/2019	BOLT CUTTER	001-301-555-250	26.95
RACKLEY OIL INC.	509718	07/30/2019	DIESEL	001-301-560-270	69.81
NUNLEY TRUCKING CO., INC.	26294	07/25/2019	2 LOADS OF 57 DELIVERED TO JOBSITE	001-301-560-270	1,466.01
RACKLEY OIL INC.	510321	07/30/2019	DIESEL FOR #709	001-301-525-231	223.30
BELL BUILDING SUPPLY, INC.	260829	07/24/2019	FLAG STAKES, 4 BIT HOLDERS W/MAGNETIC LOCKS	001-301-555-250	50.39
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-301-604-330	77.33
POWERSTROKE EQUIPMENT SALES & SVC	3798	07/29/2019	REPAIR POST DRIVER #2	001-301-630-400	434.99
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	140.57
HILL MANUFACTURING COMPANY, INC.	25339-78	07/31/2019	LUBRICANTS & INSECT REPELLANT	001-301-555-250	286.60
BELL BUILDING SUPPLY, INC.	260756	07/24/2019	ROPE, STAPLE GUN, STAPLES, SEFL DRILL, PUSHBROOM	001-301-555-250	75.16
OKTIBBEHA COUNTY COOPERATIVE	562291	07/29/2019	#12 SCOOP	001-301-555-250	29.99
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-301-620-370	2,600.00
BASICS, INC. A Trade America Company	23420	07/24/2019	CASE OF TISSUE, CASE OF 8" BROWN ROLL TOWELS	001-301-630-360	74.28
POLLAN & ASSOC. PA	5899	07/29/2019	6 BLUE TSHIRTS WITH LOGO	001-301-535-233	56.48
GATEWAY TIRE & SERVICE CENTER	1018-109664	07/25/2019	TRAILER TIRE & MOUNT	001-301-630-360	84.07
ATMOS ENERGY	INV0030053	07/31/2019	# 3020752444/STREET DEPT	001-301-625-380	25.90
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-301-525-231	16.00
OKTIBBEHA COUNTY COOPERATIVE	566579	07/29/2019	3 PC RAIN SUIT	001-301-555-250	28.67
REYNOLDS/RENASANT INSURANCE AGENCY	995366	07/30/2019	2019 FORD F150- STREET	001-301-620-370	15.00
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0030026	07/25/2019	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	22.24

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MSU FACILITIES	INV0030027	07/25/2019	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	17.92
MANAGEMENT- TRAFFIC LIGH FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-301-525-231	508.30
CINTAS	4025906670	07/24/2019	STREET DEPT. 07.16.19	001-301-501-200	39.48
FASTENAL COMPANY	MSSTA86867	07/31/2019	200 SCREWS & SOCKET SET	001-301-555-250	207.60
MMC MATERIALS, INC.	607626	07/25/2019	3 CY CONCRETE	001-301-560-270	360.00
EAST MISSISSIPPI LUMBER CO	A55687	07/31/2019	500' BRD PINK MASON LINE, 3" LEVEL	001-301-555-250	47.82
APAC-MISSISSIPPI, INC	4000089409	07/31/2019	2.16 TONS OF ASPHALT	001-301-560-270	158.77
POWERSTROKE EQUIPMENT SALES & SVC	3834	07/29/2019	POST DRIVER REPAIRS	001-301-630-400	34.50
FUELMAN / FLEETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-301-525-231	696.69
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-301-525-231	699.61
STARKVILLE UTILITIES- SANITATION/OTHER BILLING	146.05-0619	07/30/2019	ACCT #146.05 LIGHT REPLACEMENT	001-301-625-380	526.72
CINTAS	4026359174	07/24/2019	STREET DEPT. 07.23.19	001-301-501-200	39.48
G&C SUPPLY CO., INC	6743610	07/31/2019	RESTOCK SIGN INVENTORY	001-301-565-272	4,879.75
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030016	07/25/2019	ACCT#212849 -UTILITY BILLS BY DEPARTMENT	001-301-625-380	9,429.48
TRUSTMARK NATIONAL BANK	08.14.19	07/30/2019	#51323/STREET EXCAVATOR	001-301-820-874	6,249.51
TRUSTMARK NATIONAL BANK	08.14.19	07/30/2019	#51323/STREET EXCAVATOR	001-301-830-873	1,553.45
TRUSTMARK NATIONAL BANK	08.18.19	07/30/2019	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	415.87
TRUSTMARK NATIONAL BANK	08.18.19	07/30/2019	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	35.50
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-301-625-380	29,477.14

Outstanding Total: 62,394.45

Department 301 - STREET DEPARTMENT Total: 62,394.45

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	001-360-604-330	77.33
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-360-620-370	402.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-360-525-231	2.00

Outstanding Total: 481.33

Department 360 - ANIMAL CONTROL Total: 481.33

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

TERRY SVC., INC	62040	07/30/2019	QUARTERLY MAINTENANCE- SPRTSPLEX HVAC 1ST QTR FY19	001-550-600-300	1,323.00
TERRY SVC., INC	63476	07/30/2019	QUARTERLY MAINTENANCE- SPRTSPLEX HVAC 2ND QTR FY19	001-550-600-300	1,323.00
REX TEAM SPORTS	RTC62271	07/30/2019	2 SPONSOR LOGO TSHIRTS	001-550-501-415	20.00
TERRY SVC., INC	64886	07/30/2019	QUARTERLY MAINTENANCE- SPRTSPLEX HVAC 3RD QTR FY19	001-550-600-300	1,323.00
PROGRAPHICS, INC.	75484	07/29/2019	SIGNS	001-550-630-402	351.00
GANN'S PARTY INFLATABLES	363209	07/31/2019	7 INFLATABLES FOR JULY 4TH	001-550-600-355	1,000.00
STATE CHEMICAL SOLUTIONS INC	901023960	07/30/2019	CASE OF ECOLUTION FLOOR CLEANER	001-550-501-208	160.88
UNITED VOLLEYBALL SUPPLY, LLC	119711	07/30/2019	VOLLEYBALL EQUIPMENT + SHIPPING	001-550-636-110	1,086.35
HOLLIS BROTHERS HEATING & COOLING	04254	07/31/2019	REPAIRS TO AC AT NEEDMORE CENTER	001-550-630-426	456.11
BAKER'S READY MIX	59652	07/31/2019	20 YDS RED FILL DIRT	001-550-636-110	200.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3073440	07/29/2019	TOWELS, TISSUE, WIPERS, LINERS, SOAP	001-550-501-208	552.17
FERGUSON ENTERPRISES, INC	9256549	07/31/2019	PVC PIPE/PIECES FOR VOLLEYBALL COURT	001-550-636-110	933.98
RACKLEY OIL INC.	119176	07/30/2019	DIESEL AND GAS	001-550-525-231	313.67
BAKER'S READY MIX	59738	07/31/2019	26.21 TONS GRAVEL, 60 YDS FINE SAND, 20YDS MASON S	001-550-636-110	2,274.20
MIKE NARMOUR	701	07/29/2019	28 RINGS, 6 PER TEAM FEES- GRAND SLAM BASEBALL	001-550-512-200	626.00
THOMPSON MACHINERY	54811701	07/30/2019	EQUIPMENT RENTAL - VOLLEYBALL COURT	001-550-636-110	513.30
A&M ENTERTAINMENT	217	07/31/2019	EVENT STAGE & EQUIPMENT	001-550-600-355	1,560.00
LOWE'S- PARKS	909621	07/31/2019	CHARCOAL & CAUTION TAPE FOR BASEBALL PARTY	001-550-501-415	132.81
HAF-TO-GO PORTABLE TOILET	13595	07/31/2019	10 PORTABLE TOILETS/RENTED FOR JULY 4T	001-550-600-355	750.00
GANN'S PARTY INFLATABLES	200863	07/31/2019	RENT 18FT SLIDE & 2 BOUNCERS -YOUTH KICKBALL PARTY	001-550-501-415	525.00
LAUREN PRINCE	07.04.19	07/31/2019	ENTERTAINMENT FOR JULY 4TH EVENT	001-550-600-355	725.00
PYRO SHOWS, INC	14249	07/29/2019	REMAINDER OF CONTRACT FOR FIREWORKS DISPLAY/JULY 4	001-550-600-355	4,249.50
WAL-MART-GENERAL CITY	07082	07/31/2019	GATORADE FOR BASEBALL TOURNAMENT	001-550-512-200	35.84
UNITED RENTALS (NORTH AMERICA), INC.	171119461-001	07/30/2019	RENT LIGHT TOWERS FOR JULY 4TH EVENT	001-550-600-355	896.12
CINTAS FIRST AID & SAFETY	5014113070	07/31/2019	RESTOCK FIRST AID SUPPLIES	001-550-501-200	174.88
LOWE'S- PARKS	919740	07/31/2019	MONCRIEF POOL REPAIR ITE	001-550-630-402	152.08
SPORTS SPECIALTY	30981	07/30/2019	GRAND SLAM ALL STAR TROPHIES	001-550-512-200	96.00
OKTIBBEHA COUNTY COOPERATIVE	563968	07/29/2019	CHEMICALS FOR FIELDS	001-550-636-110	85.90
ORIENTAL TRADING COMPANY, INC.	697109577-02	07/29/2019	ACTIVITY ITEMS NEEDED FOR SUMMER CAMP	001-550-501-220	121.94
LOWE'S- PARKS	901800	07/31/2019	GE LIGHT BULBS	001-550-630-426	45.56
FERGUSON ENTERPRISES, INC	9281488	07/31/2019	120V SCREWDRIVER, FILL VALV SER KIT	001-550-555-250	28.98
REYNOLDS/RENASANT INSURANCE AGENCY	994375	07/30/2019	VEHICLE & BUILDING INSURANCE	001-550-600-360	2,582.00
RACKLEY OIL INC.	119221	07/30/2019	GAS	001-550-525-231	273.56
THE LIFEGUARD STORE, INC	INV877335	07/31/2019	50" RESCUE TUBE-COLOR RED	001-550-630-402	232.20
THOMPSON MACHINERY	54824401	07/30/2019	EQUIPMENT RENTAL	001-550-600-355	567.90
CINTAS-PARKS	4025537595	07/31/2019	WEEKLY MAT CLEANING- 07.10.19	001-550-501-208	37.83
DILL'S PLUMBING	2812	07/31/2019	SEWER LINE CLOG MONCRIEF PARK	001-550-630-402	294.25
NEWELL PAPER COMPANY	3074373	07/29/2019	TOWELS, TISSUE, AIR FRESHNER, DISINFECTANT, SOAP	001-550-501-208	370.53
LOWE'S- PARKS	919607	07/31/2019	CLOROX TABLETS FOR POOL	001-550-630-402	109.25
ATMOS ENERGY	INV0030046	07/31/2019	# 3019958172 /PARKS	001-550-600-340	25.90
CANON FINANCIAL SERVICES, INC	20325264	07/24/2019	XUG02274	001-550-600-330	412.16
HOWELL'S PEST CONTROL	07.15.19	07/25/2019	SPORTSPLEX 07.15.19	001-550-630-426	40.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	001-550-525-231	8.00
SPORTS SPECIALTY	31056	07/30/2019	YOUTH KICKBALL AWARDS	001-550-501-415	795.25
TERRY SVC., INC	66269	07/30/2019	REPAIR CHILLER TXV ON HVA	001-550-630-426	2,213.00
TERRY SVC., INC	66273	07/30/2019	CHILLER VALVE & PUMP REPAIRS HVAC- SPORTSPLEX	001-550-630-426	3,628.00
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	001-550-525-231	77.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BONDED FILTER COMPANY, L	NVL1458846	07/31/2019	FILTER CHANGE + LABOR	001-550-630-426	300.00
R&M TIRES	1122523	07/30/2019	REPAIRS TO 2014 DODGE 150	001-550-600-370	847.97
RACKLEY OIL INC.	119217	07/30/2019	GAS & DIESEL	001-550-525-231	263.94
REYNOLDS/RENASANT INSURANCE AGENCY	995407	07/30/2019	MOWER INSURANCE-PARKS	001-550-600-360	281.00
EAST MISSISSIPPI LUMBER CO	A55558	07/31/2019	LONG HANDLE SHOVEL	001-550-555-250	17.91
EAST MISSISSIPPI LUMBER CO	D53591	07/31/2019	2" PVC BALL VALVE, PINE WET PVC CEMENT	001-550-630-426	31.14
PAPA JOHNS PIZZA	50256-19-3133	07/29/2019	PIZZA FOR YOUTH KICKBALL PARTY	001-550-501-415	280.00
CADENCE VISA	1187	07/31/2019	DELTA/NRPA CONF.	001-550-610-350	264.00
CINTAS-PARKS	4026075756	07/31/2019	FLIGHT/LOGAN WEEKLY MAT CLEANING- 07.17.19	001-550-501-208	37.83
CADENCE VISA	436616887602	07/31/2019	IP RESORT CASINO/POCHOP- MRPA BOARD MEETING	001-550-610-350	87.35
LOWE'S- PARKS	919222	07/31/2019	TOP SOIL & POOL TABLETS	001-550-630-402	241.02
MAR-LYN CERAMIC SUPPLY, INC.	07.18.19	07/29/2019	CERAMIC OWLS FOR FOR SUMMER CAMP ACTIVITIES	001-550-501-220	164.43
WAL-MART-GENERAL CITY	09035	07/31/2019	END OF YEAR KICKBALL PARTY SUPPLIES	001-550-501-415	135.54
NEWELL PAPER COMPANY	3075028	07/29/2019	TOWELS, WIPERS, BOWL CLIP	001-550-501-208	200.01
CADENCE VISA	5101	07/31/2019	EXPEDIA-FLIGHT NRPA CONFERENCE/LOGAN	001-550-610-350	622.65
WADE INCORPORATED	P46140	07/30/2019	TRACTOR REPAIR	001-550-600-370	141.75
OKTIBBEHA COUNTY COOPERATIVE	568630	07/29/2019	10 T-POSTS & 50 T-POST CLIP	001-550-636-110	36.90
CADENCE VISA	9205	07/31/2019	NRPA CONFERENCE REGISTRATION/ LOGAN	001-550-610-350	485.00
LOWE'S- PARKS	902662	07/31/2019	QUIKRETE FOR MCKEE SIGN	001-550-630-426	5.59
FUELMAN / FLETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	001-550-525-231	133.58
FUELMAN / FLETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	001-550-525-231	88.62
OKTIBBEHA COUNTY COOPERATIVE	569788	07/29/2019	NORCROSS BOOTS, MARKING LIME	001-550-535-233	14.99
OKTIBBEHA COUNTY COOPERATIVE	569788	07/29/2019	NORCROSS BOOTS, MARKING LIME	001-550-636-110	71.40
ATMOS ENERGY	INV0030047	07/31/2019	# 3018222235/PARKS ADMIN	001-550-600-340	25.90
LOWE'S- PARKS	902861	07/31/2019	FIBERGLASS, RAKES, QUIKRETE/VOLLEYBALL COURT SUPPL	001-550-636-110	96.54
HOWELL'S PEST CONTROL	07.25.19	07/31/2019	CONCESSION-07.25.19	001-550-630-426	20.00
WILLIAM POCHOP	INV0030044	07/31/2019	REIMB MEALS & MILEAGE/ MRPA BOARD MEETING	001-550-610-350	126.20
AMBER MILLER	INV0030074	07/31/2019	CONTRACT LABOR 07/03/19- 07/24/19- ADULT SOFTBALL	001-550-600-320	36.00
CALVIN WARE -1099	1140.00	07/31/2019	CONTRACT LABOR 07/03/19- 07/24/19- ADULT SOFTBALL	001-550-600-320	1,140.00
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	001-550-600-340	17,840.58
DIANE CLARK	INV0030057	07/31/2019	CONTRACT LABOR 07/05/19- 07/25/19-DANCE INSTRUCTO	001-550-600-320	125.00
CATHERINE SCHILLER	INV0030058	07/31/2019	REFUND	001-550-949-978	40.00
ANNIE CAINE	INV0030059	07/31/2019	REFUND RENTAL OF MCKEE PARK PAVILION	001-550-949-978	60.00
TIM BUSH	INV0030060	07/31/2019	CONTRACT LABOR 07/03/19- 07/24/19- ADULT SOFTBALL	001-550-600-320	720.00
REGINALD CAMPBELL	INV0030061	07/31/2019	CONTRACT LABOR 07/03/19- 07/24/19- ADULT SOFTBALL	001-550-600-320	90.00
BRUCE HARRIS	INV0030062	07/31/2019	CONTRACT LABOR 07/03/19- 07/24/19- ADULT SOFTBALL	001-550-600-320	900.00
AUGILIA JACKSON	INV0030063	07/31/2019	CONTRACT LABOR 07/03/19- 07/24/19- ADULT SOFTBALL	001-550-600-320	420.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RICKY LINDSEY	INV0030064	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	600.00
RONALD M. LUNDELL	INV0030065	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	90.00
BRADY STRINGER	INV0030066	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	520.00
CLYDE WILLIAMS	INV0030067	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	480.00
KAYLA WILLIAMS	INV0030068	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	63.00
CARRIE ASHFORD	INV0030069	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	180.00
KIMBERLY HILL	INV0030070	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	72.00
SAVANNAH BREE JEFFERSON	INV0030071	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	72.00
SHARON McKINLEY	INV0030072	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	252.00
SIERRA McKINLEY	INV0030073	07/31/2019	CONTRACT LABOR 07/03/19-07/24/19- ADULT SOFTBALL	001-550-600-320	324.00

Outstanding Total: 62,749.88

Department 550 - PARKS AND REC DEPARTMENT Total: 62,749.88

Department: 552 - PARK AND REC ACTIVITIES

Outstanding

CADENCE VISA	105	07/31/2019	EAST MS WHOLESALE/ALUMINUM PANS & FOIL/GRANT	001-552-501-200	48.42
HOMESTEAD EDUCATION CENTER	06.2019	07/31/2019	SOUTHERN FOUND. FEEDING PROGRAM/JUNE	001-552-600-568	1,200.00
HOMESTEAD EDUCATION CENTER	07.2019	07/31/2019	SOUTHERN FOUND. FEEDING PROGRAM/JULY	001-552-600-568	1,200.00

Outstanding Total: 2,448.42

Department 552 - PARK AND REC ACTIVITIES Total: 2,448.42

Department: 600 - CAPITAL PROJECTS

Outstanding

NEEL-SCHAFER	1058856	07/29/2019	WESTSIDE DRIVE SIDEWALK- MAY 2019 SVCS	001-600-903-516	384.48
VOLKERT, INC.	00706012	07/30/2019	LOUISVILLE STREET PEDESTRIAN IMPROVEMENTS	001-600-912-856	27,165.79
EJ USA, INC	110190048511	07/25/2019	3 CAST IRON DRAINAGE INLETS + FREIGHT	001-600-948-857	2,255.47
OKT COUNTY	INV0030032	07/29/2019	SIMMONS EROSION CONTROL PAY REQ#4	001-600-912-861	22,472.08
BRISLIN, INC	190877	07/31/2019	QUARTERLY MAINT AGREEMENT/CITY HALL	001-600-901-812	1,060.00
SPRINGER ENGINEERING, INC.	13445	07/30/2019	MILL STREET ARC PROJECT TESTING	001-600-912-853	2,504.00
OKT COUNTY	INV0030030	07/29/2019	LOCKSLEY WAY/BLACKJACK ROAD PJT	001-600-912-861	818.53
PETTY CASH VOUCHERS	INV0030055	07/31/2019	ELEVATOR INSPECTIONS, CLEAR CONTACT PAPER	001-600-901-812	6.03

Outstanding Total: 56,666.38

Department 600 - CAPITAL PROJECTS Total: 56,666.38

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	119594	07/25/2019	GAME DAY SHUTTLE CONTRIBUTION	001-653-702-708	3,500.00
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Outstanding Total: 3,500.00

Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total: 3,500.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 900 - INTERFUND TRANSACTIONS					
Outstanding					
OKT COUNTY	255979	07/29/2019	LINK INV#255979	001-900-990-998	3,389.11
Outstanding Total:					3,389.11
Department 900 - INTERFUND TRANSACTIONS Total:					3,389.11
Fund 001 - GENERAL FUND Total:					324,354.10

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT****Outstanding**

MAXXSOUTH BROADBAND	INV0030021	07/25/2019	ACCT #8282 41 101 0557107	015-505-600-338	144.95
			AIRPORT		
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	015-505-604-330	77.33
CANON SOLUTIONS AMERICA	509728	07/24/2019	AIRPORT COPIER USAGE	015-505-600-338	1.85
ALLEN ENTERPRISES, INC.	0064332-IN	07/24/2019	2 8 ' EXTENSION CORDS	015-505-630-400	89.00
VERIZON WIRELESS	9833290586	07/31/2019	ACCT #523561109-00001	015-505-604-330	47.80
			WIRELESS BILL		
LOWE'S- AIRPORT	920171	07/25/2019	LANDSCAPE MATERIAL FOR	015-505-691-550	202.87
			TERMINAL BLDNG EXTERIOR		
MAXXSOUTH BROADBAND	INV0030023	07/25/2019	ACCT #8282 41 101 0438241	015-505-600-338	124.67
			AIRPORT		
RODNEY LINCOLN	1273389647	07/30/2019	REIMB JACK'S SMALL ENG	015-505-630-400	233.39
			PURCHASE/HYD MOTOR SEAL		
WAI-MART-GENERAL CITY	07276	07/31/2019	WASP SPRAY, BATTERIES, AIR	015-505-541-237	60.54
			FRESHNER, INVOICE BOOKS		
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 -	015-505-525-231	23.51
			07/14/19		
TITAN AVIATION FUELS	3167285	07/30/2019	JET A FUEL	015-505-525-233	18,583.39
BASICS, INC. A Trade America	23394	07/24/2019	5 KEYS FOR PAPER CABINETS	015-505-555-250	17.25
Company					
MAGNOLIA BOTTLED WATER	39614	07/25/2019	4 FIVE GALLONS WATER-	015-505-691-550	30.00
CO			AIRPORT		
OKTIBBEHA COUNTY	569102	07/29/2019	HYDRAULIC FILTER/ BODY CLI	015-505-630-400	29.16
COOPERATIVE					
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	015-505-625-380	1,541.48
Outstanding Total:					21,207.19
Department 505 - AIRPORT Total:					21,207.19
Fund 015 - AIRPORT FUND Total:					21,207.19

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT****Outstanding**

GATEWAY TIRE & SERVICE	1018-104114	07/25/2019	TRUCK #95 NEW TIRE &	022-322-630-360	315.73
CENTER			MOUNT		
CSPIRE BUSINESS SOLUTIONS	1442328	07/24/2019	CSBS 110245208	022-322-604-330	77.33
GOLDEN TRIANGLE	6383	07/25/2019	SOLID WASTE BILLING-162	022-322-600-364	243.00
PLANNING & DEV. INC			ITEMS		
GOLDEN TRIANGLE	6384	07/25/2019	"SOLID WASTE BANK DRAFTS"	022-322-600-364	10.00
PLANNING & DEV. INC			20 BANK DRAFTS		
GOLDEN TRIANGLE	6385	07/25/2019	SOLID WASTE BILLING/ SOLID	022-322-600-364	10.00
PLANNING & DEV. INC			WASTE STAFF HOURS-1		
REYNOLDS/RENASANT	994375	07/30/2019	VEHICLE & BUILDING	022-322-620-370	2,500.00
INSURANCE AGENCY			INSURANCE		
GATEWAY TIRE & SERVICE	1018-109536	07/25/2019	TRUCK #95 TWO NEW TIRES	022-322-630-360	925.40
CENTER			& MOUNTS		
GATEWAY TIRE & SERVICE	1018-109597	07/25/2019	TRACTOR TIRE & MOUNT	022-322-630-360	290.79
CENTER			KUBOTA#2		
BASICS, INC. A Trade America	23434	07/24/2019	4 CASES GATORADE, CASE OF	022-322-555-250	334.81
Company			CUPS		
GATEWAY TIRE & SERVICE	1018-109715	07/25/2019	TRUCK #33 FIX FLAT OUTSIDE	022-322-630-360	36.95
CENTER					
AMAZON CAPITAL SERVICES,	17WQ-PKLY-KVLG	07/24/2019	GATORADE POWDER	022-322-555-250	140.60
INC.					

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTO PARTS	0997-488176	07/29/2019	OIL, GREASE, BLUE DEF	022-322-525-231	253.78
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	022-322-525-231	50.00
OKTIBBEHA COUNTY COOPERATIVE	566577	07/29/2019	2 PAIR NORCROSS BOOTS	022-322-535-233	29.98
REYNOLDS/RENASANT INSURANCE AGENCY	995365	07/30/2019	RENTAL OF SANITATION TRUC	022-322-620-370	40.00
REYNOLDS/RENASANT INSURANCE AGENCY	995368	07/30/2019	2019 GARBAGE TRUCK	022-322-620-370	19.00
REYNOLDS/RENASANT INSURANCE AGENCY	995369	07/30/2019	2019 GARBAGE TRUCK	022-322-620-370	15.00
FUELMAN / FLEETCOR	NP56528400	07/25/2019	FUEL REPORT 07/08/19 - 07/14/19	022-322-525-231	2,570.88
AMAZON CAPITAL SERVICES, INC.	1GDJ-GHW4-KYJN	07/25/2019	POPOP TOWELS	022-322-555-250	333.32
TERRY'S GARAGE & REPAIRS, LLC	2343	07/30/2019	TRUCK #98 BRAKE CHAMBERS & SLACK	022-322-630-360	792.23
OKTIBBEHA COUNTY COOPERATIVE	567324	07/29/2019	NORCROSS BOOTS	022-322-535-233	14.99
GATEWAY TIRE & SERVICE CENTER	1018-110097	07/25/2019	TRUCK #40 NEW TIRE & MOUNT	022-322-630-360	581.00
AMAZON CAPITAL SERVICES, INC.	1K1C-M7HK-VLPX	07/24/2019	RETURN GATORADE POWDER	022-322-555-250	-122.75
PAUL BRAND	592019	07/29/2019	CDL TEST -SHALAMARK SIMPSON & CLAYTON PERKIN	022-322-610-350	250.00
GATEWAY TIRE & SERVICE CENTER	1018-110249	07/25/2019	TRUCK #41 ONE NEW TIRE & MOUNT	022-322-630-360	459.23
STARKVILLE AUTO PARTS	125614	07/30/2019	TRUCK #95 TAPE & PLUG	022-322-555-250	19.97
RECYCLE AWAY	14370	07/30/2019	200 CURBSIDE RECYCLING BIN	022-322-551-239	2,000.70
FUELMAN / FLEETCOR	NP56565989	07/25/2019	FUEL REPORT 07/15/19 - 07/21/19	022-322-525-231	2,654.85
FUELMAN / FLEETCOR	NP56590355	07/31/2019	FUEL REPORT 07/22/19 - 07/28/19	022-322-525-231	3,297.38
GATEWAY TIRE & SERVICE CENTER	1018-110282	07/31/2019	TRUCK #94 3 NEW TIRES & MOUNT	022-322-630-360	871.50
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0619	07/30/2019	ACCT #146.20 SEDC ADMIN FEES JUNE 2019	022-322-600-333	5,860.73
PAUL'S WELDING	0281	07/31/2019	TRUCK #43- REMOVE AND WELDO TANK STRAPS	022-322-630-360	75.00
SPORTS SPECIALTY	31222	07/30/2019	BISHOP, BUS, & JONES UNIFORMS	022-322-535-233	300.00
GATEWAY TIRE & SERVICE CENTER	1018-110482	07/31/2019	TRUCK #33 TWO NEW TIRES	022-322-630-360	639.68
TRUSTMARK NATIONAL BANK	08.18.19.	07/30/2019	#90090/2 FRONT LOADERS	022-322-820-874	6,689.24
TRUSTMARK NATIONAL BANK	08.18.19.	07/30/2019	#90090/2 FRONT LOADERS	022-322-830-873	501.31
TRUSTMARK NATIONAL BANK	08.18.2019	07/30/2019	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,482.59
TRUSTMARK NATIONAL BANK	08.18.2019	07/30/2019	#90089/STREET SWEEPER PAYMENT	022-322-830-873	261.00
STARKVILLE UTILITIES	INV0030056	07/31/2019	UTILITY BILLS BY DEPT	022-322-625-380	1,346.22
Outstanding Total:					38,171.44
Department 322 - SANITATION DEPARTMENT Total:					38,171.44

Department: 325 - RUBBISH

Outstanding

STARKVILLE AUTO PARTS	125366	07/30/2019	TRUCK #39 FITTING	022-325-555-250	3.59
O'REILLY AUTO PARTS	0997-488176	07/29/2019	OIL, GREASE, BLUE DEF	022-325-525-231	253.78
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	022-325-525-231	4.00
TERRY'S GARAGE & REPAIRS, LLC	2347	07/30/2019	TRUCK #38 BRAKE SHOE REPAIRS	022-325-630-360	1,064.24
BASICS, INC. A Trade America Company	23450	07/31/2019	CASE SPRAY 9, CASE CLOROX, CASE FABULOSA	022-325-555-250	149.37

Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TERRY'S GARAGE & REPAIRS, LLC	2371	07/30/2019	WRECKER SERVICE REPLACE EGR VALVE	022-325-630-360	1,286.09

Outstanding Total: 2,761.07

Department 325 - RUBBISH Total: 2,761.07

Department: 341 - LANDSCAPING

Outstanding

POWERSTROKE EQUIPMENT SALES & SVC	3809	07/29/2019	MOWER REPAIR	022-341-630-360	242.90
OKTIBBEHA COUNTY COOPERATIVE	564915	07/29/2019	U JOIN REPAIR KIT, DOUBLE YOKE & CLUTHC FLANGE YOK	022-341-630-360	685.32
O'REILLY AUTO PARTS	0997-488176	07/29/2019	OIL, GREASE, BLUE DEF	022-341-525-231	253.78
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	2478	07/29/2019	JULY 2019 MONTHLY TESTING	022-341-525-231	12.00
SANSOM EQUIPMENT COMPANY, INC	58964	07/30/2019	TRUCK #85-3 EXTENSION BROOM, WIRE & FREIGHT	022-341-630-360	1,091.21
POWERSTROKE EQUIPMENT SALES & SVC	3830	07/29/2019	TRIMMER LINE, BUMP KNOB, BUMP CAP	022-341-555-250	160.91
PAUL'S WELDING	0283	07/31/2019	REPAIR EXHUST ON TRACTOR #3	022-341-630-360	215.00
SPORTS SPECIALTY	31222	07/30/2019	BISHOP, BUS, & JONES UNIFORMS	022-341-535-233	300.00

Outstanding Total: 2,961.12

Department 341 - LANDSCAPING Total: 2,961.12

Fund 022 - ENVIRONMENTAL SERVICES Total: 43,893.63

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

NEEL-SCHAFFER	1058815	07/25/2019	LANDFILL/PROF. SVCS MAY 2019	023-323-600-338	1,565.00
SPORTS SPECIALTY	31222	07/30/2019	BISHOP, BUS, & JONES UNIFORMS	023-323-535-233	300.00

Outstanding Total: 1,865.00

Department 323 - LANDFILL Total: 1,865.00

Fund 023 - LANDFILL ACCOUNT Total: 1,865.00

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-267020	07/30/2019	INCODE FINANCIAL SUITE MAINT. 09.01.19 - 08.31.20	107-112-600-303	22,989.23
TYLER TECHNOLOGIES	025-267393	07/30/2019	MONTHLY COURT MAINT-AUGUST 2019	107-112-600-303	175.00

Outstanding Total: 23,164.23

Department 112 - COMPUTER ASSESSMENTS Total: 23,164.23

Fund 107 - COMPUTER ASSESSMENTS Total: 23,164.23

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKTIBBEHA COUNTY	4027	07/29/2019	SOIL TECH INV#4027	303-600-600-309	4,250.00
OKTIBBEHA COUNTY	12246	07/29/2019	HEADWATERS INV #122426	303-600-600-309	36,652.81

Outstanding Total: 40,902.81

Department 600 - CAPITAL PROJECTS Total: 40,902.81

Fund 303 - INDUSTRIAL PARK BOND Total: 40,902.81

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

NEEL-SCHAFFER	1058855	07/25/2019	LYNN LANE TRAFFIC IMP-MAY 2019	319-600-912-861	1,502.52
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Expense Approval Report

Post Dates: 07/18/2019 - 07/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEEL-SCHAFER	1058857	07/25/2019	COLLEGE VIEW DR. SIDEWALK -MAY 2019 SVCS	319-600-912-861	1,197.84
MMC MATERIALS, INC.	605330	07/31/2019	INLET BOX FELIX LONG STREE	319-600-903-851	196.50
MMC MATERIALS, INC.	605900	07/31/2019	WESTSIDE DRIVE	319-600-903-851	280.34
MMC MATERIALS, INC.	6064662	07/31/2019	INLET BOX TOP-WEST SIDE DRIVE	319-600-903-851	196.50
MMC MATERIALS, INC.	607623	07/31/2019	WESTSIDE DRIVE-CURBS	319-600-903-851	680.00
SIMMONS EROSION CONTROL, INC	INV0030036	07/30/2019	COLLEGE VIEW DRIVE SIDEWALK ADDITION	319-600-912-861	80,708.00
MMC MATERIALS, INC.	607880	07/31/2019	CONCRETE & RETARDER FOR WESTSIDE DR SIDEWALKS	319-600-903-851	680.00
GROUNDSTONE CONSTRUCTION	325-1	07/31/2019	WESTSIDE SIDEWALKS	319-600-903-851	30,423.66
FALCON CONTRACTING CO.,I	3890	07/31/2019	2019 STREET IMPROVEMENTS PROJECT	319-600-912-861	449,523.75
Outstanding Total:					565,389.11
Department 600 - CAPITAL PROJECTS Total:					565,389.11
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					565,389.11
Grand Total:					1,020,776.07

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	324,354.10	4,174.11
015 - AIRPORT FUND	21,207.19	0.00
022 - ENVIRONMENTAL SERVICES	43,893.63	0.00
023 - LANDFILL ACCOUNT	1,865.00	0.00
107 - COMPUTER ASSESSMENTS	23,164.23	0.00
303 - INDUSTRIAL PARK BOND	40,902.81	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	565,389.11	0.00
Grand Total:	1,020,776.07	4,174.11

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	2,792.27	0.00
001-000-054-205	DUE FROM STARKVILLE	2,754.84	0.00
001-000-149-691	MUNICIPAL COURT BON	1,092.00	1,092.00
001-000-160-698	DONATION POLICE	42.10	0.00
001-000-200-084	TAXES DUE TO DOWNTOWN	8.08	0.00
001-000-358-638	PARK DONATIONS	15,109.86	0.00
001-000-365-637	BEAUTIFICATION AND M	481.00	0.00
001-100-604-330	COMMUNICATIONS	317.40	0.00
001-100-610-350	TRAVEL / TRAINING	597.85	0.00
001-110-604-330	POSTAGE / COMMUNIC	435.16	0.00
001-110-620-370	INSURANCE	456.00	0.00
001-120-503-202	COMMITTEE SUPPORT	52.90	0.00
001-120-600-300	PROFESSIONAL SERVICE	12,120.66	0.00
001-120-604-330	COMMUNICATIONS	389.26	0.00
001-120-610-350	TRAVEL AND CONFEREN	20.40	0.00
001-123-600-300	WEB SITE SVCS, SOFTW	500.00	0.00
001-123-604-330	COMMUNICATIONS	1,086.71	0.00
001-123-691-550	MISCELLANEOUS	24.30	0.00
001-145-501-200	SUPPLIES	512.82	0.00
001-145-604-330	POSTAGE/COPIER/PHON	741.24	0.00
001-145-610-350	TRAVEL/TRAINING	347.98	0.00
001-159-620-371	BONDING-CITY EMPLOY	2,450.00	2,000.00
001-169-600-309	LEGAL EXPENSES	1,200.00	0.00
001-180-600-320	DRUG/BACKGROUND C	420.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	201.37	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	544.73	0.00
001-190-604-330	COPIERS/PHONES/IPADS	826.50	0.00
001-190-620-370	INSURANCE	239.07	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	18.96	0.00
001-192-510-220	SUPPLIES	195.70	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-620-370	INSURANCE	2,500.00	0.00
001-192-625-380	UTILITIES	39.19	0.00
001-192-630-403	REPAIRS TO BUILDING	162.78	0.00
001-195-951-953	TRANSFER AIRPORT COS	7,982.00	0.00
001-196-691-300	PROFESSIONAL SERVICE	146.00	0.00
001-197-501-200	SUPPLIES	52.25	0.00
001-197-525-231	GAS & OIL	79.95	0.00
001-197-600-308	ENGINEERING SERVICES	2,100.00	0.00
001-197-604-330	COMMUNICATIONS	180.82	0.00
001-201-501-200	OFFICE SUPPLIES	467.39	0.00
001-201-525-231	GAS & OIL	7,078.41	0.00
001-201-535-233	UNIFORMS	6,501.01	0.00
001-201-541-240	PRISONER MEDICAL EXP	677.80	0.00
001-201-545-238	FIRING RANGE SUPPLIES	151.88	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-556-251	POLICE SUPPLIES	4,173.28	0.00
001-201-600-300	PROFESSIONAL SERVICE	185.00	0.00
001-201-600-304	INFORMANT FEES	2,005.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	5,255.69	0.00
001-201-615-343	PRINTING & BINDING	804.85	0.00
001-201-620-370	INSURANCE	5,884.00	0.00
001-201-625-380	UTILITIES	699.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	5,632.13	0.00
001-201-630-404	RADIO MAINTENANCE /	440.00	0.00
001-201-630-426	BUILDING MAINTENANC	2,350.00	0.00
001-201-635-367	MOTORCYCLE RENTAL	2,100.00	0.00
001-201-635-369	COPIER RENTAL	1,024.61	0.00
001-201-690-552	POLICE TRAINING/EDUC	1,588.14	1,082.11
001-201-918-805	MACHINERY AND EQUIP	211.53	0.00
001-261-501-200	OFFICE SUPPLIES	1,106.46	0.00
001-261-525-231	GAS & OIL	1,944.29	0.00
001-261-535-233	UNIFORMS	1,507.52	0.00
001-261-555-208	JANITORIAL & PAPER SU	301.12	0.00
001-261-555-250	SUPPLIES & SMALL TOO	214.18	0.00
001-261-558-269	BUILDING MAINTENANC	2,181.71	0.00
001-261-600-390	FIRE TRAINING	1,409.62	0.00
001-261-600-430	UNIFORM CLEANING	51.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,036.90	0.00
001-261-620-370	INSURANCE	5,372.00	0.00
001-261-625-380	UTILITIES	3,385.86	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,232.34	0.00
001-261-630-404	RADIO MAINTENANCE /	360.00	0.00
001-261-690-555	DUES	100.00	0.00
001-261-918-805	MACHINERY AND EQUIP	1,542.20	0.00
001-281-501-200	OFFICE SUPPLIES	7.70	0.00
001-281-525-231	GAS & OIL	72.70	0.00
001-281-604-330	COPIER/PHONES/IPADS/	215.84	0.00
001-281-620-370	INSURANCE	441.43	0.00
001-281-630-400	EQUIP MAINT, CREDIT C	1,230.07	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	451.38	0.00
001-290-625-380	UTILITIES / CODE RED	483.34	0.00
001-301-501-200	SUPPLIES	78.96	0.00
001-301-525-231	GAS & OIL	2,143.90	0.00
001-301-535-233	UNIFORMS	56.48	0.00
001-301-555-250	SUPPLIES & SMALL TOO	944.13	0.00
001-301-560-270	CONSTRUCTION MATERI	2,767.38	0.00
001-301-565-272	STREETS SIGNS & PAINT	4,879.75	0.00
001-301-604-330	COMMUNICATIONS	217.90	0.00
001-301-620-370	INSURANCE	2,615.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	39,518.18	0.00
001-301-630-360	SHOP REPAIRS & MAINT	158.35	0.00
001-301-630-400	EQUIPMENT REPAIR &	760.09	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	6,665.38	0.00
001-301-830-873	INTEREST	1,588.95	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-360-620-370	INSURANCE	402.00	0.00
001-550-501-200	OFFICE SUPPLIES	174.88	0.00
001-550-501-208	JANITORIAL	1,359.25	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	286.37	0.00
001-550-501-415	SPORTS PROGRAMS	1,888.60	0.00
001-550-512-200	TOURNAMENT SUPPLIES	757.84	0.00
001-550-525-231	GAS & OIL	1,159.31	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-535-233	UNIFORMS	14.99	0.00
001-550-555-250	SMALL EQUIPMENT	46.89	0.00
001-550-600-300	PROFESSIONAL SERVICE	3,969.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	6,084.00	0.00
001-550-600-330	PHONES / COPIERS/POS	412.16	0.00
001-550-600-340	UTILITIES	17,892.38	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	9,748.52	0.00
001-550-600-360	INSURANCE	2,863.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	989.72	0.00
001-550-610-350	TRAVEL/TRAINING	1,585.20	0.00
001-550-630-402	SPLASHPAD & POOL MA	1,379.80	0.00
001-550-630-426	BUILDING MAINT/REPAI	6,739.40	0.00
001-550-636-110	FIELD IMPROVEMENTS/	5,298.57	0.00
001-550-949-978	PARK & REC REFUNDS	100.00	0.00
001-552-501-200	NRPA SUPPLIES	48.42	0.00
001-552-600-568	NRPA CONTRACT LABOR	2,400.00	0.00
001-600-901-812	MUNICIPAL BUILDING F	1,066.03	0.00
001-600-903-516	ADA SIDEWALKS	384.48	0.00
001-600-912-853	ARC GRANT MATCH	2,504.00	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	27,165.79	0.00
001-600-912-861	LOCKSLEY/BLACKJACK I	23,290.61	0.00
001-600-948-857	STORM DRAINAGE	2,255.47	0.00
001-653-702-708	MSU SHUTTLE AND OTH	3,500.00	0.00
001-900-990-998	CONTINGENCY FUND	3,389.11	0.00
015-505-525-231	GAS & OIL	23.51	0.00
015-505-525-233	JET A FUEL PURCHASES	18,583.39	0.00
015-505-541-237	OPERATING SUPPLIES	60.54	0.00
015-505-555-250	SMALL TOOLS & EQUIP	17.25	0.00
015-505-600-338	CONTRACT & LEGAL SER	271.47	0.00
015-505-604-330	CELL PHONE/POSTAGE	125.13	0.00
015-505-625-380	UTILITIES	1,541.48	0.00
015-505-630-400	EQUIPMENT REPAIR &	351.55	0.00
015-505-691-550	MISCELLANEOUS	232.87	0.00
022-322-525-231	GAS & OIL	8,826.89	0.00
022-322-535-233	UNIFORMS	344.97	0.00
022-322-551-239	GARBAGE BAGS	2,000.70	0.00
022-322-555-250	SUPPLIES & SMALL TOO	705.95	0.00
022-322-600-333	ADMINISTRATIVE SERVI	5,860.73	0.00
022-322-600-364	BILLING SERVICES	263.00	0.00
022-322-604-330	COMMUNICATIONS	77.33	0.00
022-322-610-350	TRAVEL / TRAINING	250.00	0.00
022-322-620-370	INSURANCE	2,574.00	0.00
022-322-625-380	UTILITIES	1,346.22	0.00
022-322-630-360	SHOP REPAIRS & MAINT	4,987.51	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,482.59	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,689.24	0.00
022-322-830-873	INTEREST	762.31	0.00
022-325-525-231	GAS & OIL	257.78	0.00
022-325-555-250	SUPPLIES & SMALL TOO	152.96	0.00
022-325-630-360	SHOP REPAIRS & MAINT	2,350.33	0.00
022-341-525-231	GAS & OIL	265.78	0.00
022-341-535-233	UNIFORMS	300.00	0.00
022-341-555-250	SUPPLIES & SMALL TOO	160.91	0.00
022-341-630-360	SHOP REPAIRS & MAINT	2,234.43	0.00
023-323-535-233	UNIFORMS	300.00	0.00
023-323-600-338	CONTRACT / PROF SERVI	1,565.00	0.00
107-112-600-303	DATA PROCESSING	23,164.23	0.00
303-600-600-309	LEGAL AND PROF SVCS E	40,902.81	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
319-600-903-851	SIDEWALK IMPROVEME	32,457.00	0.00
319-600-912-861	ROADWAY IMPROVEME	532,932.11	0.00
Grand Total:		1,020,776.07	4,174.11

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	452,882.96	4,174.11
17026	1,502.52	0.00
17049	2,504.00	0.00
18021	2,033.34	0.00
18030	30,423.66	0.00
19009	81,905.84	0.00
2019 STREET IMPROVEMENTS	449,523.75	0.00
Grand Total:	1,020,776.07	4,174.11



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

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VENDOR: 4 INNOVATIVE BROADCAST SERVICE												
INV-00402 & 403	07/23/19	0	Contractor		08/07/19	2793.96	.00	CHK				
VENDOR TOTAL:						2793.96						
VENDOR: 76 APAC MISSISSIPPI, INC.												
89063,89070	07/19/19	3249	Asphalt Columbus Astec		08/07/19	884.95	.00	ACH				
89299	07/19/19	3249	Asphalt Columbus Astec		08/07/19	895.23	.00	ACH				
VENDOR TOTAL:						1780.18						
VENDOR: 124 ATMOS ENERGY												
3020752702-7/10	07/23/19	0	Utility bill		08/07/19	32.40	.00	ACH				
VENDOR TOTAL:						32.40						
VENDOR: 134 ATWELL & GENT, PA												
9115	07/29/19	0	Engineering services		08/07/19	2120.00	.00	ACH				
VENDOR TOTAL:						2120.00						
VENDOR: 188 BOX CONSTRUCTION LLC												
6/10/19 - 8	07/23/19	0	Sewer repairs		08/07/19	23862.50	.00	ACH				
7/01/19 - 28,29	07/23/19	0	Sewer repairs		08/07/19	8565.00	.00	ACH				
7/16/19 - 31-35	07/30/19	0	Water, Sewer, Hydrant repair		08/07/19	6365.86	.00	ACH				
7/17/19 - 36-40	07/30/19	0	Water, Sewer, Hydrant repair		08/07/19	8560.00	.00	ACH				
VENDOR TOTAL:						47353.36						
VENDOR: 189 BANCORPSOUTH-2012 BONDS												
8/01/19	07/26/19	0	2.6M GO Bond Payment		08/07/19	16904.52	.00	CHK				
VENDOR TOTAL:						16904.52						
VENDOR: 307 CITY OF STARKVILLE												
JULY 2019-EXP	07/26/19	0	Due to City - July 2019		08/07/19	2448.60	.00	CHK				
JULY 2019-SALARY	07/26/19	0	Reimb City Salaries		08/07/19	8916.46	.00	CHK				
JUNE 2019-EXP	07/23/19	0	Due to City - June 2019		08/07/19	5096.61	.00	CHK				
VENDOR TOTAL:						16461.67						

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VENDOR: 315 CLEARWATER CONSULTANTS, INC.										
101.51902	07/23/19	0 Engineering - WWTP Rotors		08/07/19	4015.50	.00	ACH			
VENDOR TOTAL:					4015.50					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3192219	07/19/19	3184 Fittings Pleasant Acres		08/07/19	1306.00	.00	CHK			
3192220	07/19/19	3184 Parts Pleasant Acres		08/07/19	861.70	.00	CHK			
3192223	07/19/19	3184 Parts for Pleasant Acres Pro		08/07/19	540.00	.00	CHK			
3192233	07/19/19	3207 Pipes		08/07/19	532.00	.00	CHK			
3192239	07/19/19	3211 Fire Hydrants Pleasant Acres		08/07/19	4352.58	.00	CHK			
VENDOR TOTAL:					7592.28					
VENDOR: 461 DELTA INDUSTRIES										
633641	07/23/19	0 Sewer repairs		08/07/19	120.00	.00	CHK			
VENDOR TOTAL:					120.00					
VENDOR: 494 ELECTRIC MOTOR										
122221	07/19/19	3193 Repair Pump		08/07/19	2061.59	.00	ACH			
VENDOR TOTAL:					2061.59					
VENDOR: 496 EAST MISS LUMBER										
A55214	07/19/19	3241 Meter Parts		08/07/19	20.97	.00	CHK			
VENDOR TOTAL:					20.97					
VENDOR: 606 4-COUNTY EPA										
6/01-7/01/19	07/23/19	0 Utilities expense		08/07/19	10504.79	.00	CHK			
VENDOR TOTAL:					10504.79					
VENDOR: 611 4-D CONSTRUCTION INC										
RFP 8 - 7/22/19	07/30/19	0 Pleasant Acres Construction		08/07/19	44520.14	.00	CHK			
VENDOR TOTAL:					44520.14					

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VENDOR: 620 G & C SUPPLY CO., INC.												
6741949	07/19/19	3235	Parts		08/07/19	368.13	.00	ACH				
VENDOR TOTAL:						368.13						
VENDOR: 639 GOLDEN TRIANGLE												
3062072019	07/23/19	0	Billing services		08/07/19	64.00	.00	ACH				
VENDOR TOTAL:						64.00						
VENDOR: 765 HYDRA SERVICE, INC.												
132942	07/19/19	3246	Oil Change		08/07/19	5358.00	.00	CHK				
VENDOR TOTAL:						5358.00						
VENDOR: 1106 LESLIE DEAN												
262-263	07/30/19	0	Maintenance		08/07/19	4550.00	.00	ACH				
VENDOR TOTAL:						4550.00						
VENDOR: 1168 LEE'S PRECAST CONCRETE												
122763-1	07/19/19	3190	Parts		08/07/19	2569.00	.00	ACH				
123424	07/23/19	3250	Risers		08/07/19	760.00	.00	ACH				
VENDOR TOTAL:						3329.00						
VENDOR: 1205 LOWE'S												
02574	07/23/19	3252	Supplies for Water Departmen		08/07/19	296.20	.00	CHK				
VENDOR TOTAL:						296.20						
VENDOR: 1320 MS RURAL WATER ASSOCIATION												
10768 - 2019/20	07/23/19	0	Annual membership dues		08/07/19	525.00	.00	CHK				
VENDOR TOTAL:						525.00						
VENDOR: 1322 MMC MATERIALS, INC.												
604783	07/23/19	3209	Ready Mix		08/07/19	187.50	.00	CHK				
VENDOR TOTAL:						187.50						

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VENDOR: 1342 MS DEPT OF HEALTH												
MS0530020-2019	07/23/19	0	Water Quality Analysis		08/07/19	40000.00	.00	CHK				
VENDOR TOTAL:						40000.00						
VENDOR: 1392 NUNLEY TRUCKING CO, INC.												
26295	07/23/19	3254	Material		08/07/19	2079.19	.00	CHK				
VENDOR TOTAL:						2079.19						
VENDOR: 1400 NESCO												
S2330459	07/23/19	3216	Material Pleasant Acres		08/07/19	115.66	.00	ACH				
VENDOR TOTAL:						115.66						
VENDOR: 1525 OKTIBBEHA COUNTY COOP												
562957	07/23/19	3229	Uniforms		08/07/19	704.04	.00	ACH				
564590	07/23/19	3232	Uniforms		08/07/19	109.00	.00	ACH				
564591	07/23/19	3185	Uniforms		08/07/19	120.50	.00	ACH				
565421	07/23/19	3232	Material Stark Rd		08/07/19	289.06	.00	ACH				
565909	07/23/19	3229	Uniforms		08/07/19	122.57	.00	ACH				
566585	07/23/19	3253	Uniforms		08/07/19	150.77	.00	ACH				
566771	07/23/19	3253	Uniforms		08/07/19	81.45	.00	ACH				
566854	07/23/19	3253	Uniforms		08/07/19	105.43	.00	ACH				
VENDOR TOTAL:						1682.82						
VENDOR: 1531 O'REILLY AUTO PARTS												
405236,485207	07/23/19	3202	Supplies		08/07/19	352.19	.00	CHK				
VENDOR TOTAL:						352.19						
VENDOR: 1543 PERMA CORPORATION												
RFP 5 - 6/27/19	07/23/19	0	Roundhouse Rd Construction		08/07/19	42913.34	.00	CHK				
VENDOR TOTAL:						42913.34						
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC												
3813	07/23/19	3242	Pump Repair		08/07/19	62.47	.00	CHK				
VENDOR TOTAL:						62.47						

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VENDOR: 1818 UNITED RENTALS													
171400126	07/23/19	3251	Parts		08/07/19	5.71	.00	CHK					
171483434	07/23/19	3251	Parts		08/07/19	155.06	.00	CHK					
VENDOR TOTAL:						160.77							
VENDOR: 1905 STARKVILLE AUTO PARTS													
124202,124236	07/23/19	3244	Supplies		08/07/19	99.94	.00	CHK					
124882,12491,124	07/23/19	3221	Supplies		08/07/19	294.47	.00	CHK					
VENDOR TOTAL:						394.41							
VENDOR: 1909 STARKVILLE ELEC - UTILITIES													
7/01-7/30/19	07/25/19	0	Utility bills		08/07/19	55257.84	.00	DFT					
VENDOR TOTAL:						55257.84							
VENDOR: 1910 STARKVILLE ELECTRIC DEPT													
14610-0619	07/23/19	0	Due to Elec Dept-146.10		08/07/19	67516.08	.00	ACH					
VENDOR TOTAL:						67516.08							
VENDOR: 1911 SPRINGER ENGINEERING INC.													
13490	07/25/19	0	Engineering-Water Testing		08/07/19	240.00	.00	CHK					
VENDOR TOTAL:						240.00							
VENDOR: 1917 RONNIE JONES CONST, INC.													
20191178	07/23/19	3214	Material		08/07/19	1224.08	.00	ACH					
VENDOR TOTAL:						1224.08							
VENDOR: 1944 ROOTX													
56545	07/23/19	3180	Supplies		08/07/19	1745.87	.00	CHK					
VENDOR TOTAL:						1745.87							
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY													
1046902	07/23/19	3192	Supplies		08/07/19	234.00	.00	ACH					
VENDOR TOTAL:						234.00							

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VENDOR: 2009 TERRY STIDHAM CONSTRUCTION											
394713,14,15,17	07/23/19	0 Water line repairs		08/07/19	7735.00	.00	ACH				
VENDOR TOTAL:					7735.00						
VENDOR: 2018 TRADE AMERICA											
23417	07/23/19	3186 Supplies		08/07/19	1140.69	.00	ACH				
23418	07/23/19	3231 Supplies		08/07/19	234.58	.00	ACH				
23419	07/23/19	3231 Supplies		08/07/19	507.61	.00	ACH				
VENDOR TOTAL:					1882.88						
VENDOR: 2104 UPS											
24W1X6269,79,89	07/23/19	0 Postage		08/07/19	171.17	.00	CHK				
VENDOR TOTAL:					171.17						
VENDOR: 2202 WAYPOINT ANALYTICAL											
1046834	07/23/19	3194 Analysis		08/07/19	234.00	.00	ACH				
VENDOR TOTAL:					234.00						
VENDOR: 2210 VERIZON WIRELESS											
9833156798	07/23/19	0 Phone bill 2821-03		08/07/19	767.54	.00	CHK				
VENDOR TOTAL:					767.54						
VENDOR: 2328 WOFFORD WATER SERVICE INC.											
9551	07/23/19	2835 Material		08/07/19	6454.10	.00	ACH				
VENDOR TOTAL:					6454.10						
VENDOR: 9909777 EFFICACY SOLUTIONS LLC											
2019003	07/23/19	0 Contract labor-AMI meters		08/07/19	2322.78	.00	ACH				
VENDOR TOTAL:					2322.78						
GRAND TOTAL:					404505.38						

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VENDOR: 110 ARKANSAS ELECTRIC											
03935476	07/26/19	8751 Supplies		08/07/19	866.00	.00	ACH				
3935475	07/26/19	8707 Parts		08/07/19	118.47	.00	ACH				
VENDOR TOTAL:					984.47						
VENDOR: 125 AT & T											
1007 - 7/01/19	07/23/19	0 Phones		08/07/19	160.97	.00	CHK				
VENDOR TOTAL:					160.97						
VENDOR: 131 ALTEC INDUSTRIES, INC.											
11207048,1121109	07/29/19	8753 Safety Gear For New Employee		08/07/19	2457.25	.00	ACH				
VENDOR TOTAL:					2457.25						
VENDOR: 134 ATWELL & GENT, P.A.											
9105	07/29/19	0 Engineering Services		08/07/19	920.00	.00	ACH				
9106	07/29/19	0 Engineering Services		08/07/19	5515.00	.00	ACH				
9107	07/29/19	0 Engineering Services		08/07/19	44225.00	.00	ACH				
9108	07/29/19	0 Engineering Services		08/07/19	13510.00	.00	ACH				
9109	07/29/19	0 Engineering Services		08/07/19	660.00	.00	ACH				
9110	07/29/19	0 Engineering Services		08/07/19	3950.00	.00	ACH				
9111	07/29/19	0 Engineering Services		08/07/19	180.00	.00	ACH				
9112	07/29/19	0 Engineering Services		08/07/19	1960.00	.00	ACH				
9113	07/29/19	0 Engineering Services		08/07/19	1040.00	.00	ACH				
9114	07/29/19	0 Engineering Services		08/07/19	700.00	.00	ACH				
9116	07/29/19	0 Engineering Services		08/07/19	1260.00	.00	ACH				
VENDOR TOTAL:					73920.00						
VENDOR: 139 ACC BUSINESS											
191914881-7/27	07/25/19	0 Internet services		08/07/19	1361.44	.00	ACH				
VENDOR TOTAL:					1361.44						
VENDOR: 146 AT&T											
1737 - 7/09/19	07/23/19	0 Phone/internet bill		08/07/19	44.23	.00	CHK				
VENDOR TOTAL:					44.23						

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VENDOR: 190 BALDWIN LIGHTING, INC.												
19132	07/26/19	8746	Material		08/07/19	17919.56	.00	ACH				
VENDOR TOTAL:						17919.56						
VENDOR: 211 BERRY'S PRESSURE WASHING LLC												
214466	07/26/19	8807	Services at Northwest Substa		08/07/19	460.00	.00	CHK				
VENDOR TOTAL:						460.00						
VENDOR: 303 C SPIRE WIRELESS												
6/01-6/30/19	07/23/19	0	Phone bill		08/07/19	813.60	.00	CHK				
VENDOR TOTAL:						813.60						
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN												
JULY 2019-ADMIN	07/26/19	0	Administrative Fees		08/07/19	9400.27	.00	CHK				
VENDOR TOTAL:						9400.27						
VENDOR: 307 CITY OF STARKVILLE												
JULY 2019-STL	07/26/19	0	Reimb St Louis salary		08/07/19	4785.61	.00	CHK				
JUNE 2019-EXP	07/23/19	0	Due to City - June 2019		08/07/19	4361.28	.00	CHK				
VENDOR TOTAL:						9146.89						
VENDOR: 318 CLAYTON VILLAGE MINI STG												
7/22/19	07/25/19	0	Storage unit rental		08/07/19	115.00	.00	ACH				
VENDOR TOTAL:						115.00						
VENDOR: 341 CDW GOVERNMENT, INC												
8456	07/26/19	8456	Office Supplies		08/07/19	1824.92	.00	ACH				
RQD0297	07/26/19	8597	Computers		08/07/19	2506.24	.00	ACH				
SQK5000	07/26/19	8719	Computers		08/07/19	4319.18	.00	ACH				
VENDOR TOTAL:						8650.34						
VENDOR: 344 COLUMBUS RUBBER & GASKET												
588401-001	07/26/19	8808	Parts and Repair		08/07/19	3998.16	.00	CHK				
VENDOR TOTAL:						3998.16						

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VENDOR: 348 DELL MARKETING L.P.													
7/01/19	07/23/19		0 Computer software		08/07/19	403.00		.00			CHK		
VENDOR TOTAL:						403.00							
VENDOR: 400 IVY AUTO PARTS													
070519	07/26/19		8772 Supplies		08/07/19	111.96		.00			ACH		
619231,619507	07/29/19		8797 Truck Repair		08/07/19	184.98		.00			ACH		
VENDOR TOTAL:						296.94							
VENDOR: 604 FASTENAL COMPANY													
86845	07/29/19		8793 Supplies		08/07/19	284.16		.00			ACH		
VENDOR TOTAL:						284.16							
VENDOR: 696 GARNER LUMLEY ELECTRIC													
559909	07/29/19		8693 Material		08/07/19	437.50		.00			ACH		
560815	07/29/19		8787 Meters		08/07/19	15264.00		.00			ACH		
561117	07/29/19		8693 Material		08/07/19	1565.00		.00			ACH		
VENDOR TOTAL:						17266.50							
VENDOR: 730 GRESCO UTILITY SUPPLY, INC.													
50015792,5001577	07/29/19		8590 Material		08/07/19	6172.50		.00			ACH		
VENDOR TOTAL:						6172.50							
VENDOR: 800 MAILFINANCE													
N7799826	07/23/19		0 Postage		08/07/19	432.32		.00			CHK		
VENDOR TOTAL:						432.32							
VENDOR: 812 HELENA CHEMICAL COMPANY													
62089033	07/29/19		8754 Chemicals		08/07/19	401.78		.00			CHK		
62089039	07/29/19		8768 Chemicals		08/07/19	2378.12		.00			CHK		
VENDOR TOTAL:						2779.90							

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VENDOR: 1010 JT RAY COMPANY													
190712-0416	07/23/19		0 Copier service		08/07/19	123.54	.00	ACH					
VENDOR TOTAL:						123.54							
VENDOR: 1106 LESLIE DEAN													
261	07/30/19		0 Maintenance		08/07/19	375.00	.00	ACH					
VENDOR TOTAL:						375.00							
VENDOR: 1203 LEWIS ELECTRIC INC													
RFP 2 - 7/25/19	07/29/19		0 Traffic Lights-Mont & Academ		08/07/19	32747.95	.00	CHK					
VENDOR TOTAL:						32747.95							
VENDOR: 1205 LOWE'S													
7507,1615,1801,1	07/29/19		8810 Supplies		08/07/19	470.59	.00	CHK					
VENDOR TOTAL:						470.59							
VENDOR: 1217 LIGHTS AND BALLASTS LLC													
219111	07/23/19		0 Light replacements		08/07/19	240.00	.00	ACH					
219126	07/29/19		0 Parking lot power washing		08/07/19	1025.00	.00	ACH					
VENDOR TOTAL:						1265.00							
VENDOR: 1297 MCI													
4DP90225 - 7/11	07/25/19		0 Phone bill		08/07/19	34.26	.00	CHK					
VENDOR TOTAL:						34.26							
VENDOR: 1305 NEXAIR, LLC													
7027767	07/29/19		8790 Gas Cylinder Rental		08/07/19	46.19	.00	ACH					
VENDOR TOTAL:						46.19							
VENDOR: 1326 MSTN TRANSFORMERS INC.													
74373	07/29/19		8803 Parts		08/07/19	13563.00	.00	CHK					
VENDOR TOTAL:						13563.00							

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 1335 VERIZON CONNECT NWF, INC													
OSV000001805227	07/25/19		0 Vehicle Services-CITY206		08/07/19	1137.00	.00	CHK					
VENDOR TOTAL:						1137.00							
VENDOR: 1361 M & M PROSAFETY SUPPLY													
2279	07/29/19		8780 Material and Supplies		08/07/19	1241.97	.00	ACH					
VENDOR TOTAL:						1241.97							
VENDOR: 1400 NESCO													
2330983,2331025,	07/29/19		8774 Material and Supplies		08/07/19	440.01	.00	ACH					
VENDOR TOTAL:						440.01							
VENDOR: 1406 NORTHEAST EXTERMINATING													
071119	07/29/19		8789 Pest Control		08/07/19	45.00	.00	ACH					
VENDOR TOTAL:						45.00							
VENDOR: 1525 OKTIBBEHA CO. CO-OP													
561668	07/29/19		8765 Supplies		08/07/19	129.95	.00	ACH					
564647,565466	07/29/19		8781 Repair Parts		08/07/19	31.69	.00	ACH					
570335,564941,56	07/29/19		8775 Uniforms Boots and Pants		08/07/19	2173.62	.00	ACH					
VENDOR TOTAL:						2335.26							
VENDOR: 1531 MDR CONSTRUCTION, INC.													
29-24793, 24688	07/30/19		8802 Contractor		08/07/19	18700.50	.00	ACH					
VENDOR TOTAL:						18700.50							
VENDOR: 1536 PALMER'S SERVICE CENTER LLC													
072519	07/29/19		8806 Mthly Service		08/07/19	4744.83	.00	ACH					
VENDOR TOTAL:						4744.83							
VENDOR: 1544 THE PEOPLE'S BANK													
3202 - 10/01/19	07/30/19		0 2011 Bond-STARGORF11-3202		08/07/19	12637.50	.00	CHK					
VENDOR TOTAL:						12637.50							

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 1623 POWERSTROKE EQUIPMENT SALES													
3831	07/29/19	8786	Repairs		08/07/19	93.98	.00	ACH					
3841	07/29/19	8799	Weed Eater		08/07/19	47.98	.00	ACH					
VENDOR TOTAL:						141.96							
VENDOR: 1800 RACKLEY OIL, INC.													
512328	07/29/19	8800	Supplies		08/07/19	457.50	.00	ACH					
VENDOR TOTAL:						457.50							
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD													
7/03/19	07/29/19	0	Supplies, Travel, Registration		08/07/19	2102.48	.00	CHK					
VENDOR TOTAL:						2102.48							
VENDOR: 1818 UNITED RENTALS, INC.													
163327879,943761	07/29/19	8788	Mth Rental		08/07/19	2395.01	.00	ACH					
943761631-140	07/29/19	8813	Mthly Rental		08/07/19	1000.00	.00	ACH					
VENDOR TOTAL:						3395.01							
VENDOR: 1886 SEDC													
26597	07/23/19	0	Billing services		08/07/19	26628.42	.00	ACH					
VENDOR TOTAL:						26628.42							
VENDOR: 1887 S & S LINE SERVICE INC													
2042-2045	07/23/19	0	ROW Clearing		08/07/19	10997.60	.00	ACH					
VENDOR TOTAL:						10997.60							
VENDOR: 1910 STARKVILLE ELEC DEPT													
JUNE 2019	07/25/19	0	Utility bills		08/07/19	308.20	.00	DFT					
VENDOR TOTAL:						308.20							
VENDOR: 1917 RONNIE JONES CONST, INC.													
20191186	07/29/19	8779	Material		08/07/19	1905.42	.00	ACH					
VENDOR TOTAL:						1905.42							

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VENDOR: 1927 STAPLES BUSINESS CREDIT												
7/25/19 STMT	07/29/19		0 Office supplies		08/07/19	391.03	.00	CHK				
VENDOR TOTAL:						391.03						
VENDOR: 1928 SIEMENS INDUSTRY, INC.												
5700076476	07/29/19		8760 Repair Parts		08/07/19	2769.25	.00	CHK				
VENDOR TOTAL:						2769.25						
VENDOR: 1940 STUART C. IRBY												
11412819.002	07/29/19		8726 Material		08/07/19	3994.35	.00	ACH				
11412819.003	07/29/19		8726 Material		08/07/19	2045.80	.00	ACH				
11451897.001	07/29/19		8782 Material		08/07/19	6327.65	.00	ACH				
SO11437724.001	07/29/19		8762 Safety Gloves and Testing		08/07/19	1514.88	.00	ACH				
VENDOR TOTAL:						13882.68						
VENDOR: 1944 SOUTHERN POWER & COATING												
1149	07/29/19		8798 Substation Maintenance		08/07/19	3960.00	.00	CHK				
VENDOR TOTAL:						3960.00						
VENDOR: 1945 SULLIVAN'S												
47125	07/30/19		0 Office supplies		08/07/19	104.75	.00	ACH				
VENDOR TOTAL:						104.75						
VENDOR: 1999 T & C SPECIALTY DISTRIBUTORS												
18047	07/29/19		8710 Stock Material		08/07/19	16889.04	.00	ACH				
VENDOR TOTAL:						16889.04						
VENDOR: 2018 TRADE AMERICA												
23342	07/29/19		8785 Supplies		08/07/19	551.54	.00	ACH				
VENDOR TOTAL:						551.54						
VENDOR: 2021 TCC FACILITIES MANAGEMENT												
3655	07/23/19		0 Janitorial services		08/07/19	450.00	.00	ACH				
VENDOR TOTAL:						450.00						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
31078, 105816	07/25/19	0 Education and training		08/07/19	1630.75	.00	ACH				
VENDOR TOTAL:					1630.75						
VENDOR: 2104 UPS											
12031F69, 89	07/23/19	0 Postage		08/07/19	49.45	.00	CHK				
VENDOR TOTAL:					49.45						
VENDOR: 2118 BORDER STATES ELECTRIC											
918031154, 918040	07/29/19	8627 Material		08/07/19	3624.50	.00	ACH				
918129002	07/29/19	8792 Material		08/07/19	3369.50	.00	ACH				
VENDOR TOTAL:					6994.00						
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.											
351392	07/29/19	8791 Gas Cylinder Rental		08/07/19	52.20	.00	ACH				
VENDOR TOTAL:					52.20						
VENDOR: 2122 UPCHURCH SERVICES LLC											
144350	07/23/19	0 AC Repairs		08/07/19	1694.50	.00	CHK				
145600	07/23/19	0 AC Repairs		08/07/19	306.25	.00	CHK				
VENDOR TOTAL:					2000.75						
VENDOR: 2210 VERIZON WIRELESS											
9833156796	07/23/19	0 Phone bill 2821-01		08/07/19	1115.72	.00	CHK				
9833156797	07/23/19	0 Phone bill 2821-02		08/07/19	146.31	.00	CHK				
VENDOR TOTAL:					1262.03						
VENDOR: 2300 WALMART COMMUNITY BRC											
7/16/19 STMT	07/30/19	0 Office supplies		08/07/19	48.15	.00	CHK				
VENDOR TOTAL:					48.15						
VENDOR: 2305 WASTE PRO											
177419	07/29/19	8776 Mthly Waste Dumpster		08/07/19	385.16	.00	ACH				
VENDOR TOTAL:					385.16						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2320 WHITES ELECTRIC SERVICE											
7911	07/29/19	8809 Repaired Elec Service		08/07/19	600.00	.00	CHK				
VENDOR TOTAL:					600.00						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
52447	07/23/19	0 Water		08/07/19	24.30	.00	ACH				
VENDOR TOTAL:					24.30						
VENDOR: 9909869 PHILLIP QUINN											
7/25/19	07/25/19	0 Reimb medical expense		08/07/19	128.00	.00	ACH				
VENDOR TOTAL:					128.00						
VENDOR: 9909887 SITE MASTERS CONSTRUCT INC											
RFP 3 - 7/10/19	07/23/19	0 SW Substation Construction		08/07/19	569001.29	.00	ACH				
VENDOR TOTAL:					569001.29						
VENDOR: 99009967 PAUL DAVIS RESTORATION											
2401	07/23/19	0 Water damage repairs		08/07/19	630.10	.00	CHK				
VENDOR TOTAL:					630.10						
VENDOR: 99009968 NOAH JONES											
7/26/19	07/26/19	0 Advance travel request		08/07/19	319.00	.00	ACH				
VENDOR TOTAL:					319.00						
GRAND TOTAL:					915035.16						



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

AGENDA ITEM DEPT.: Finance and Administration
AGENDA DATE: 8/6/19
PAGE: 1 of 1

SUBJECT: Request authorization for the City Clerk's Office to advertise for source of supply for the Street, Sanitation, and Parks and Recreation Departments (General City) for the period of October 1, 2019 –September 30, 2020.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: Annual Source of Supply per Mississippi code 31-7-13 (n)

**REQUESTING
DEPARTMENT:** Department of Finance

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

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO, 662-323-2525 ext. 3117
Or Joanna McLaurin, Grants Coordinator, 662-323-2525 ext. 3106

SUGGESTED MOTION:

Move approval for the City Clerk's Office to advertise for source of supply bids for Street and Sanitation Departments for the period of October 1, 2019- September 30, 2020.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: August 06, 2019
Page: 1

SUBJECT:

Request authorization to hire Jared Thornton as a part-time Athletic Assistant in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-550-430-115.

AUTHORIZATION HISTORY:

This position was previously held Matthew Johnson who resigned

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Jared Thornton as a part-time Athletic Assistant in the Parks and Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 06, 2019
Page: 1

SUBJECT:

Request authorization to hire Javian Mobley as a Seasonal Maintenance Worker assigned to the Street Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked at \$10.00 per hour. This position will not be eligible for benefits, unless the candidate exceeds four and one-half consecutive months.

Per PERS regulations (Benefits-eligible employees are defined as 50% time or greater and hold positions that are expected to be active for more than 4.5 months).

FISCAL NOTE:

Budgeted from line item # 001-301- 440-114

AUTHORIZATION HISTORY:

Earlier this year the Street Department hired two (2) seasonal employees to assist the Street Department in maintaining the city signage, striping and other miscellaneous city owned properties. The seasonal employees are still needed to complete the task and to perform diverse task associated with the repair and maintenance of city street signs.

REQUESTING DEPARTMENT:

Starkville Engineering Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT:

Edward Kemp, City Engineer or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Javian Mobley as a Seasonal Maintenance Worker assigned to the Street Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 6, 2019
Page: 1

SUBJECT:

Request authorization to hire Amy Counterman as a temporary full-time Code Enforcement Officer in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

This positions will be paid only for actual hours worked at \$16.75 per hour. This positions will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-281- 430-107. This position will end on September 20th, 2019.

AUTHORIZATION HISTORY:

The Community Development Director is requesting the full-time temporary position while an employee is out on medical leave. This position will be full-time temporary and will continue as needed.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Sungman Kim, Director

FOR MORE INFORMATION CONTACT:

Sungman Kim, Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Amy Counterman as a temporary full-time Code Enforcement Officer in the Community Development Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 06, 2019
Page: 1

SUBJECT:

Request authorization to advertise for a Civil Engineer Intern in the Engineering Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked not to exceed twenty (20) hours per week at \$12.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-197- 410-104

AUTHORIZATION HISTORY:

This is a replacement position previously held by Ben Stroud who has graduated.

REQUESTING DEPARTMENT:

Starkville Engineering Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT:

Edward Kemp, City Engineer or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Civil Engineer Intern in the Engineering Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 06, 2019
Page: 1

SUBJECT:

Request authorization to advertise for two (2) Water Treatment Operator in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, \$34,320.00 (\$16.50 per hour) to \$43,680.00 (\$21.00 hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2018/19 budget.
100% of pay from Water Division, Acct. 801.20.

AUTHORIZATION HISTORY:

One of these positions was previously held by Nathan Flipppo who voluntarily resigned. We also have another Water Treatment Operator, who's planning to retire. The department will need him to help train the new candidates prior to his retirement.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise for two (2) Water Treatment Operator in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 06, 2019
Page: 1

SUBJECT:

Request authorization to advertise for three (3) Maintenance Workers in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, salary range of \$10.00 – \$12.50 per hour, based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

These are replacement position previously held by Kendrick Bishop, Jeremy Randle and Josh Reed who resigned.

REQUESTING DEPARTMENT:

Sanitation Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Calvin Ware, Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for three (3) Maintenance Workers in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: August 6, 2019
PAGE: 1 of 14

SUBJECT: Consideration of the approval of the facility use agreement with Starkville Academy for use of an athletic field for their varsity girls' and boys' soccer programs.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: This is the third straight year that an agreement has been in place with Starkville Academy for use of the Sportsplex for their soccer programs.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with Starkville Academy for use of an athletic field for their girls' and boys' soccer programs.

STARKVILLE PARKS AND RECREATION DEPARTMENT FACILITY USE AGREEMENT

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE ACADEMY**, hereinafter referred to as the "User."

ARTICLE I GENERAL TERMS

1.01 This Agreement shall be in effect for the duration of the 2019-2020 Starkville Academy Girls' and Boys' Soccer Seasons. The City will permit the User to use one multiuse field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Academy Boys' and Girls' Soccer teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a)** Four-thousand, one-hundred and no/100 Dollars (\$4,100.00).
- (b)** A deposit of Five-Hundred and no/100 Dollars (\$500.00).

1.04 The User agrees that it will be solely responsible for the following items:

- (a)** Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility
- (b)** Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (c)** Paying for all damages related to and arising out of use of the Facility by the User
- (d)** Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary
- (b) Cleaning and stocking of restrooms
- (c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User
- (d) General grounds maintenance of Facility and City-installed equipment
- (e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury,**

death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City **before** any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used
- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

**ARTICLE X
RELEASE**

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

**ARTICLE XIV
MISCELLANEOUS TERMS**

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE ACADEMY

CITY OF STARKVILLE

By:_____

By:_____

Printed Name:_____

Mayor

Date:_____

Title:_____

Date:_____



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 8/6/19
PAGE: 1 of 32

SUBJECT: The Starkville Police Department is requesting permission to enter into the grant agreement with the Mississippi Office of Highway Safety concerning grant number PT-2020-PT-23-11 which is the Police Traffic Safety grant for FY20. This grant provides for overtime enforcement in the areas of traffic law enforcement.

AMOUNT & SOURCE OF FUNDING: \$15,300.00

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY20 PTS Enforcement.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 30, 2019

Lynn Spruill, Mayor
City of Starkville / Starkville Police Department
110 West Main Street
Starkville, Mississippi 39759

Project Number: PT-2020-PT-23-11

Funding Source and Title: 402 Police Traffic Services

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **City of Starkville / Starkville Police Department** Grant Agreement for the Fiscal Year 2020. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **\$15,300.00**, pending final review and approval by NHTSA in the FY20 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY20 grant activities begin October 1, 2019 and must be concluded by September 30, 2020. In addition, the FY20 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2020.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY20. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 30, 2019.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2019–September 30, 2020)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact Bureau Director, Tenicia Speech at tspeech@dps.ms.gov or Office Manager Kimberly Harris at 601-977-3724 if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Helen Porter, Office Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

FY20 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name: City of Starkville/ Starkville Police Department Mailing Address: 101 East Lampkin Street Starkville, Mississippi 39759 Telephone Number: 662-323-4131 FAX: E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2019 3. Subgrant Number: PT-2020-PT-23-11 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY20 5. Beginning and Ending Dates: October 1, 2019 – September 30, 2020 6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method			
7. CFDA # - 20.600		8. DUNS # - 782430557		9. Congressional District: 03	
10. A: FAIN #: 18X9204020MS17 69A3751800004020MS0		11. A: Initial Federal Award Date: November 3, 2016 & November 22, 2017		11. C: Additional Federal Award Date:	
10. B. Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date:		12. Research and Development Grant: ____ Yes <u> X </u> No Continuation Grant: <u> X </u> Yes ____ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$15,300.00	(1) Federal	\$15,300.00		100%
(2) Personal Services-Fringe	0.00	(2) State			
(3) Contractual Services	0.00	(3) Local			
(4) Travel	0.00	(4) Other			
(5) Equipment		Total:	\$15,300.00		100%
(6) Commodities	0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	0.00	Number of Grants: 2	402PT	405D	Total
TOTAL	\$15,300.00	TOTAL:	\$15,300.00	\$81,100.00	\$96,400.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:			15. Approved for Sub-Grantee:		
Signature _____ Date _____ Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety			Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville		

FY20 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY20.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries and part time service that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY20 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY20 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of unbelted fatalities from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of Starkville Police Department will reduce the number of unbelted injuries from 17 in 2017 to 16 by the end of 2020.

The jurisdiction/agency of Starkville Police Department will maintain the number of speed fatalities from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of Starkville Police Department will maintain the number of speed injuries from 0 in 2017 to 0 by the end of 2020.

Performance Measures:

Increase the number of grant funded Seatbelt citations from 346 in FY18 to 600 in FY20.

Increase the number of grant funded Child Restraint citations from 8 in FY18 to 15 in FY20.

Increase the number of grant funded Speed citations from 73 in FY18 to 94 in FY20.

Strategies:

Overtime Enforcement

6 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

Obtain (quotes/bids) on equipment (if applicable)

FY20 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than **2** checkpoints during quarter.

Conduct not less than **5** saturation patrols during quarter.

Issue a minimum of **150** Seat Belt citations during quarter, to reach a goal of **600** for FY2020.

Issue a minimum of **4** Child Restraint citations during quarter, to reach a goal of **15** for FY2020.

Issue a minimum of **22** Speed citations during quarter, to reach a goal of **94** for FY2020.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$3,825.00

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 150 Seat Belt citations during quarter, to reach a goal of 600 for FY2020.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 15 for FY2020.

Issue not less than a minimum of 24 Speed citations during quarter, to reach a goal of 94 for FY2020.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$3,825.00

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should **specify** the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend LEL Troop Network meeting. (Click It or Ticket)

Conduct not less than **1** checkpoints during quarter.

Conduct not less than **5** saturation patrols during quarter.

Issue a minimum of **150** Seat Belt citations during quarter, to reach a goal of **600** for FY2020.

Issue a minimum of **3** Child Restraint citations during quarter, to reach a goal of **15** for FY2020.

Issue a minimum of **24** Speed citations during quarter, to reach a goal of **94** for FY2020.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$3,825.00

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 150 Seat Belt citations during quarter, to reach a goal of 600 for FY2020.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 15 for FY2020.

Issue a minimum of 24 Speed citations during quarter, to reach a goal of 94 for FY2020.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$3,825.00

FY20 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: PT-2020-PT-23-11	3. Grant ID: 402 Police Traffic Services FY20	4. Beginning: October 1, 2019	5. Ending: September 30, 2020	
6. Activity: 402 Police Traffic Services Enforcement				
7. Category & Line Item				
8. Description of item and/or Basis for Valuation		9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 x approx. 612 hours = \$15,300.00 Total Salaries = \$15,300.00	\$15,300.00		\$15,300.00
TOTALS		\$15,300.00		\$15,300.00

Mississippi Office of Highway Safety

FY20 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock)

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

- activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 - EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the

contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit

sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

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

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

_____	_____
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date

_____	_____
Print Authorizing Official's Name	Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

_____	_____
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date

_____	_____
Print Authorizing Official's Name	Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the “**SUB-GRANTEE**” has thoroughly considered the problem addressed in the application (Program Source) **402 Police Traffic Services** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, **20** _____ **AS**

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)



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

AGENDA ITEM DEPT.: Police

AGENDA DATE: 8/6/19

PAGE: 1 of 32

SUBJECT: The Starkville Police Department is requesting permission to enter into the grant agreement with the Mississippi Office of Highway Safety concerning grant number M5X-2020-MD-23-11, which is the DUI Enforcement grant for FY20. This grant provides two (2) additional full time DUI enforcement officers as well as overtime enforcement in the areas of alcohol and drugged driving arrests.

AMOUNT & SOURCE OF FUNDING: \$81,100.00

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY20 DUI Enforcement.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 30, 2019

Lynn Spruill, Mayor
City of Starkville/Starkville Police Department
101 East Lumpkin Street
Starkville, MS 39759

Project Number: M5X-2020-MD-23-11
Funding Source and Title: 405D Alcohol & Drug Impaired Driving

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Starkville/ Starkville Police Department Grant Agreement for the Fiscal Year 2020. Your agency has been approved for 405d Alcohol & Drug Impaired Driving funding, in the amount of \$81,100.00, pending final review and approval by NHTSA in the FY20 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY20 grant activities begin October 1, 2019 and must be concluded by September 30, 2020. In addition, the FY20 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2020.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY20. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 30, 2019.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)

7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2019–September 30, 2020)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Division Director, Rena Gaylor, @ 601-977-37278, or @ rgaylor@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Helen Porter, Office Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

FY20 MOHS GRANT AGREEMENT**MS Office of Highway Safety**

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name: City of Starkville/ Starkville Police Department		2. Effective Date of Grant: October 1, 2019	
Mailing Address: 101 East Lampkin Street Starkville, Mississippi 39759 Telephone Number: 662-323-4131 FAX: E-Mail: c.jackson@cityofstarkville.org		3. Subgrant Number: M5X-2020-MD-23-11	
		4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY20	
		5. Beginning and Ending Dates: October 1, 2019 – September 30, 2020	
		6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.616		8. DUNS # - 782430557	
10. A: FAIN #: 69A3751930000405DMSM		11. A: Initial Federal Award Date: November 6, 2018	
10. B. Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date:	
		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$81,100.00	(1) Federal	\$81,100.00
(2) Personal Services-Fringe	0.00	(2) State	
(3) Contractual Services	0.00	(3) Local	
(4) Travel	0.00	(4) Other	
(5) Equipment	0.00	Total:	\$81,100.00
(6) Commodities	0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	0.00	Number of Grants: 2	405D 402PT Total
TOTAL	\$81,100.00	TOTAL:	\$81,100.00 \$15,300.00 \$96,400.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____	Date _____	Signature _____	Date _____
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: Lynn Spruill Title: Mayor, City of Starkville	

FY20 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY20.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part time and individual officers that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY20 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY20 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of alcohol and drug related fatalities from 1 in 2017 to 1 by the end of 2020.

The jurisdiction/agency of Starkville Police Department will maintain the number of alcohol and drug related injuries from 13 in 2017 to 13 by the end of 2020.

Performance Measures:

Increase the number of grant funded DUI arrest from 93 in FY18 to 220 in FY20.

Increase the number of grant funded DUI other arrest from 11 in FY18 to 20 in FY20.

Strategies:

Select or Hire individual officer(s)

Overtime Enforcement

12 Checkpoints

20 Saturation Patrols

Conduct DRE evaluations as requested

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Super Bowl

Memorial Day

4th of July

FY20 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Attend LEL Troop Network meeting. (Christmas/New Year's)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 55 DUI Arrest citations during quarter, to reach a goal of 220 for FY2020.

Issue a minimum of 5 DUI Other Arrest citations during quarter, to reach a goal of 20 for FY2020.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: 20,275.00

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 55 DUI Arrest citations during quarter, to reach a goal of 220 for FY2020.

Issue a minimum of 5 DUI Other Arrest citations during quarter, to reach a goal of 20 for FY2020.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$20,275.00

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 55 DUI Arrest citations during quarter, to reach a goal of 220 for FY2020.

Issue a minimum of 5 DUI Other Arrest citations during quarter, to reach a goal of 20 for FY2020.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$20,275.00

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend LEL Troop Network meeting. (Labor Day)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 55 DUI Arrest citations during quarter, to reach a goal of 220 for FY2020.

Issue a minimum of 5 DUI Other Arrest citations during quarter, to reach a goal of 20 for FY2020.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$20,275.00

FY20 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: MSX-2020-MD-23-11		3. Grant ID: 405D Alcohol & Drug Impaired Driving FY20	4. Beginning: October 1, 2019	5. Ending: September 30, 2020
6. Activity: Alcohol and Drug Impaired Driving Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$16.25 x 2080 hours = \$33,800.00	\$81,100.00		\$81,100.00
	Individual Officer @ approx. \$16.25 x 2080 hours = \$33,800.00			
	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 per hour x 540 hours = \$13,500.00			
	Total Salaries = \$81,100.00			
TOTALS		\$81,100.00		\$81,100.00

Mississippi Office of Highway Safety

FY20 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.

- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-

Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)

- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):

- (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
- (2) Alcohol testing; and
- (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES

FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such

contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government,

the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding other dates or time periods within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee will engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee will engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee will generate earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee will submit forms containing the number of child restraint/safety belt citations, etc. and submit by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee will generate earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

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

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy

that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **405D Alcohol and Drug** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)



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

AGENDA ITEM NO:
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Transfer 1993 Ford F250 from Starkville Utilities to Environmental. Then declare the Environmental Department's 1993 Ford F-250 (VIN 1FTHF25H7PNB10598) as surplus property, advertise for sale, and sell to the highest bidder and to purchase a 2019 RAM 1500 CREW Cab 4x4 truck, State Contract # 070-4852311

AMOUNT & SOURCE OF FUNDING: 2019 Budget 022-322-918-805

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Sanitation

**DIRECTOR'S
AUTHORIZATION:** Calvin Ware

FOR MORE INFORMATION CONTACT: Calvin Ware 323-2652

SUGGESTED MOTION:

KIRK AUTO GROUP

GRENADA, MS

COMMERCIAL SALES DEPT



STATE CONTRACT VENDOR FOR ITEM# 070-4852311-0

2019 RAM 1500 CREW CAB 4X4

2019 RAM 1500 BASE PRICE	\$ 23,844.00
Monotone Paint Choice- WHITE	INC
40/20/40 Front seat- VINYL	INC
8 Speed Auto Trans	INC
TRAILER HITCH	\$ 91.00
LIMITED SLIP REAR AXLE	INC
POWER LOCKS/WINDOWS	INC
REMOTE KEYLESS ENTRY	INC
TOTAL PRICE BASE UNIT	\$ 23,935.00

CALL OR SEE: **WES HERRING**
601-503-4534

COMMERCIAL SALES DEPARTMENT



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

AGENDA ITEM NO:
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Request authorization to advertise for bids for 161 kV Power Circuit Breakers, 69 kV Power Circuit Breakers, and 15 kV Vacuum Circuit Breakers (material only) for the Southwest Starkville Primary Substation.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to advertise for bids for 161 kV Power Circuit Breakers, 69 kV Power Circuit Breakers, and 15 kV Vacuum Circuit Breakers (material only) for the Southwest Starkville Primary Substation.

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE UTILITIES

Notice is hereby given that the City of Starkville will receive sealed bids for **161 kV Substation Power Circuit Breakers for the Southwest Starkville Substation (Material Only)** in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org by 10:00 A.M. local time on September 10, 2019, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

for a deposit of \$100.00. This deposit is non-refundable.

The bid opening will be held in the City Clerk Conference Room at City Hall, interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

Lesa Hardin, City Clerk

PUBLISH:

August 9, 2019

August 16, 2019

Starkville Daily News

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE UTILITIES

Notice is hereby given that the City of Starkville will receive sealed bids for **69 kV Substation Power Circuit Breakers for the Southwest Starkville Substation (Material Only)** in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org by 10:00 A.M. local time on September 10, 2019, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

for a deposit of \$100.00. This deposit is non-refundable.

The bid opening will be held in the City Clerk Conference Room at City Hall, interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

Lesa Hardin, City Clerk

PUBLISH:

August 9, 2019

August 16, 2019

Starkville Daily News

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE UTILITIES

Notice is hereby given that the City of Starkville will receive sealed bids for **15 kV Substation Vacuum Circuit Breakers for the Southwest Starkville Substation (Material Only)** in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org by 10:00 A.M. local time on September 10, 2019, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

for a deposit of \$100.00. This deposit is non-refundable.

The bid opening will be held in the City Clerk Conference Room at City Hall, interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

Lesa Hardin, City Clerk

PUBLISH:

August 9, 2019

August 16, 2019

Starkville Daily News



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

AGENDA ITEM NO:
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Request authorization to advertise for bids for the Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to advertise for bids for the Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements.

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Starkville will receive sealed bids for the **Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements** in Starkville, Mississippi.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be emailed to bids@cityofstarkville.org by 2:00 P.M. local time on September 10, 2019, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at the location stated above or may be obtained from the Engineer for the Project:

Volkert, Inc.
111 East Capitol Street, Ste. 250
Jackson, MS 39201
Telephone: (601)-961-0101

for a deposit of \$100.00. This deposit is non-refundable.

The bid opening will be held in the City Clerk Conference Room at City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of sixty (60) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

PUBLISH:

August 19, 2019

August 26, 2019

Starkville Daily News



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

AGENDA ITEM NO:
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Electric Motor Sales & Service, Inc for the replacement of a pump at the Wastewater Plant in the amount of \$49,427.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE: 3 quotes Received:

- 1.) Electric Motor Sales & Service, Inc. - \$49,427.00
- 2.) Fluid Process and Pumps, LLC - \$49,991.00
- 3.) Burford Electric Service, Inc. - \$53,990.28

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval of lowest and best quote from Electric Motor Sales & Service, Inc for the replacement of a pump at the Wastewater Treatment Plant in the amount of \$49,427.00.

ELECTRIC MOTOR SALES & SERVICE, INC.
232 ALABAMA STREET
COLUMBUS, MS 39702

July 22, 2019

Jacob Forrester
c/o Starkville Wastewater Treatment Plant
Starkville, MS 39759

Jacob,

Per our telephone conversation, we are pleased to quote a new Fairbanks Morse submersible sewage pump of the following description:

Model # D-5430, Serial # K4E1-077384, 60 HP, 81 amps, 1180 RPM, Frame
320T, 3400 GPM

Net price \$49,427.00, plus inbound freight

Thank you for allowing us to quote this new pump. If we can be of any further assistance, please feel free to contact us. We look forward to working with you on this repair.

Charlie Studdard

General Manager



318 LEGGETT DR., RICHLAND, MS 39218
(601) 664-0233 FAX (601) 664-0144

QUOTATION

DATE: 7/18/19

TO CITY OF STARKVILLE ATTN: MR. THOMAS WARE FAX #	FPP QUOTE#:	<u>5001-1</u>
	JOB NAME:	<u>FAIRBANKS REPLACEMENT PUMP</u> <u>S/N K4E1-077384</u>
	LOCATION:	<u>STARKVILLE, MS</u>

YOUR INQUIRY	SHIPPING DATE	TERMS	F.O.B.
VBL		NET 30	FACTORY

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	THANK YOU FOR THE OPPORTUNITY TO QUOTE AS FOLLOWS:		
1	FAIRBANKS 12" DJ5731CWD DRY PIT SUBMERSIBLE ANGLE		
	FLOW PUMP, 60 HP, 1200 RPM, 3/480V., WITH 25' POWER CORD,		
	SST CASE AND IMPELLER WEAR RINGS, SST IMPELLER BOLT &		
	WASHER, AND COMBINATION BASE ELBOW.		
	NET PRICE, FULL FREIGHT ALLOWED:		49,991.00
	Prices do not include any applicable taxes.		

Prices are firm for a period of 30 days after date of this quotation unless otherwise stated herein. After this time the prices are subject to increase without notice.	By: WES WRAY
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QUOTATION

DATE: 7/18/19

QUOTE#: 4989

TO City of Starkville

FAIRBANKS REPLACEMENT PUMP

LOCATION: STARKVILLE, MS

YOUR INQUIRY	SHIPPING DATE	TERMS	F.O.B.
		NET 30	FACTORY

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	THANK YOU FOR THE OPPORTUNITY TO QUOTE AS FOLLOWS:		
1	FAIRBANKS 12" DJ5731CWD DRY PIT SUBMERSIBLE ANGLE		
	FLOW PUMP, 60 HP, 1200 RPM, 3/480V., WITH 25' POWER CORD,		
	SST CASE AND IMPELLER WEAR RINGS, SST IMPELLER BOLT &		
	WASHER, AND COMBINATION BASE ELBOW.		
	NET PRICE, FULL FREIGHT ALLOWED:		53,990.28
	18-20 week lead time		
	Prices do not include any applicable taxes.		

Prices are firm for a period of 30 days after date of this quotation unless otherwise stated herein. After this time the prices are subject to increase without notice.



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

AGENDA ITEM NO:
AGENDA DATE: August 6, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Ken's Tree Service for the removal of six (6) trees and stump grinding in the Pleasant Acres neighborhood in the amount of \$5,975.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received:	Ken's Tree Service	\$5,975.00
	Rutherford Contracting	\$8,250.00

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

approval of lowest and best quote from Ken's Tree Service for the removal of six (6) trees and stump grinding in the Pleasant Acres neighborhood in the amount of \$5,975.00.

Vincent McKenzie

From: Richard K Wilkinson <ken1237@yahoo.com>
Sent: Tuesday, July 30, 2019 2:29 PM
To: Vincent McKenzie
Subject: Ken's Tree Service

Removal of 6-large tress and stumps from the Pleasant Acres subdivision for the sum of \$5975.00 Thanks

[Sent from Yahoo Mail for iPhone](#)



Starkville Utilities

Pleasant Acres
North Half
Starkville, MS

Quote #630

From Rutherford Contracting LLC
662-251-9191
Carl@RutherfordContractingLLC.com
POB 581
Columbus, MS 39703

Client Phone 662-323-3133

Bill To 200 Lafayette St
Starkville, MS 39759

Sent On 07/30/2019

SERVICE / PRODUCT	DESCRIPTION
Tree Removal	Remove 6 trees as indicated on map provided 7/29/19 and indicated by pink ribbon. Grind stumps 12" deep, no stump cleanup included.

Total

\$8,250.00

* Non-taxable

Not responsible for damage due to weight of equipment or ground conditions.

This quote is valid for the next 30 days. Payment by debit/credit card is subject to 3% transaction fee.

Signature: _____ **Date:** _____