

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
AUGUST 6, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on August 6, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jason Walker, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Absent was Alderman David Little. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker asked to move Mayor's Business, Item A: "Discussion and consideration of approving the Ordinance enlarging, extending and defining the corporate limits and boundaries of the City of Starkville, Mississippi" to Department Business C and to renumber the agenda.

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

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

Alderman Walker offered a motion, duly seconded by Alderman Sistrunk, to approve the August 6, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 carried.

**OFFICIAL AGENDA OF
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**

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 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

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF AMENDING THE CITY OF STARKVILLE STORM WATER ORDINANCE.

B. CONSIDERATION OF CALLING FOR 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.

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

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

F. 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.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. 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.

I. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

J. 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.

K. 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.

L. 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.

M. 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.

Consent items 2 – 21:

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

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the July 2, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the July 18, 2019 minutes 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 JULY 26, 2019 BUDGET WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 26, 2019 Budget Work Session 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 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

6. CONSIDERATION FOR AIRPORT DIRECTOR RODNEY LINCOLN TO TRAVEL TO JACKSON, MS TO ATTEND A MISSISSIPPI AIRPORT ASSOCIATION BOARD OF DIRECTORS MEETING ON AUGUST 15, 2019.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Airport Director Rodney Lincoln to travel to Jackson, MS to attend a Mississippi Airport Association Board of Directors Meeting on August 15, 2019 ” is enumerated, this consent item is thereby approved.

7. CONSIDERATION 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of 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” is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR AUTHORIZATION TO HIRE JARED THORNTON AS A PART-TIME ATHLETIC ASSISTANT IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Jared Thornton as a part-time Athletic Assistant in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE JAVIAN MOBLEY AS A SEASONAL MAINTENANCE WORKER ASSIGNED TO THE STREET DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Javian Mobley as a Seasonal Maintenance Worker assigned to the Street Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE AMY COUNTERMAN AS A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Amy Counterman as a temporary full-time Code Enforcement Officer in the Community Development Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE FOR A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Civil Engineer Intern in the Engineering Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR TWO (2) WATER TREATMENT OPERATORS IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for two (2) Water Treatment Operators in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR MAINTENANCE WORKERS IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for three (3) Maintenance Workers in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

14. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the facility use agreement with Starkville Academy for use of an athletic field for their varsity girls' and boys' soccer programs" is enumerated, this consent item is thereby approved. (The agreement is on following page)

15. CONSIDERATION OF THE APPROVAL 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the "approval 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" is enumerated, this consent item is thereby approved. (Grant follows Facility Use agreement)

16. REQUEST AUTHORIZATION 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the "approval 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" is enumerated, this consent item is thereby approved. (Grant follows Highway Safety Grant)

**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:_____



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		Total	
	Federal	All Other		
Personal Services-Salary	\$15,300.00		\$15,300.00	
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				
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)



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)

17. REQUEST AUTHORIZATION TO 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to transfer a 1993 Ford F250 from Starkville Utilities to Sanitation and Environmental Services, declare the F-250 (VIN 1FTHF25H7PNB10598) as surplus property, advertise for sale, and sell to the highest bidder and purchase a 2019 RAM 1500 Crew Cab 4x4 truck, State Contract # 070-4852311 at a cost of \$23,935.00” is enumerated, this consent item is thereby approved.

18. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE ERNEST E. JONES WASTEWATER TREATMENT PLANT BIOSOLIDS IMPROVEMENTS.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Ernest E. Jones Wastewater Treatment Plant Biosolids Improvements” is enumerated, this consent item is thereby approved.

20. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the 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” is enumerated, this consent item is thereby approved.

Three quotes received: Electric Motor Sales & Service, Inc. - \$49,427.00;
Fluid Process and Pumps, LLC - \$49,991.00 and Burford Electric, Inc. - \$53,990.28

21. REQUEST AUTHORIZATION 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the August 6, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from ” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill, along with Chief Nichols, invited everyone to the August 8, 2019 National Night Out on Crime event.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor and first responders who assisted him on July 16. He also mentioned there continues to be speeders on Highway 12 between the new Sprint Mart and Vowell's Market. Chief Nichols responded that the police have been monitoring the area more closely and thanked Mr. Turner.

John Tolliver, 26 Choctaw Lane, reported that his family is back in their home and thanked everyone that assisted them.

Roy Priscock, spoke against annexation.

Sally Laughlin, spoke against annexation.

PUBLIC APPEARANCE:

2020 CENSUS PARTNERSHIP – BRENDA MCGAHA, PARTNERSHIP SPECIALIST

Ms. McGaha distributed Census 2020 pamphlets and noted the goal is to get everyone counted once and accurately in 2020. She stressed the importance that everyone be counted and that the numbers have a large impact on representation as well as federal and state funding. The 2020 census will be almost paperless for the first time.

PUBLIC HEARINGS:

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

Edward Kemp and Cody Burnett presented an overview of the Storm Water Ordinance. Mr. Kemp discussed the revisions.

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

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

THIRD 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: Lydia Allison, Ben Crump, Sally Laughlin, Jeff Foster, and Roy Priscock.

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

Alderman Perkins presented the following photos of Bar-B-Q Road, which is in the proposed annexation area. He discussed the grade and incline of the road, along with vegetation and drainage. He questioned why the road was included in the proposed territory.



Alderman Perkins noted the City Engineer estimated the cost to pave the road would be over \$100,000.00. He stated he did not wish to force people into the City limits and into what would probably be part of Ward 6 if annexed. Alderman Perkins asked the other Aldermen to carve out Bar-B-Q Road from the proposed annexed territory.

22. DISCUSSION AND CONSIDERATION OF AMENDING THE CITY OF STARKVILLE STORM WATER ORDINANCE.

Alderman Walker, duly seconded by Alderman Beatty, offered a motion to amend the City of Starkville Storm Water Ordinance. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 Ordinance follows on the next page.

23. 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.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve a Special Warranty deed between the City of Starkville, MS and Garan Manufacturing Corp. to facilitate the sale of the Garan property on Hwy 12. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Not Voting
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Special Warranty Deed follows the preceding Ordinance.

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.

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.

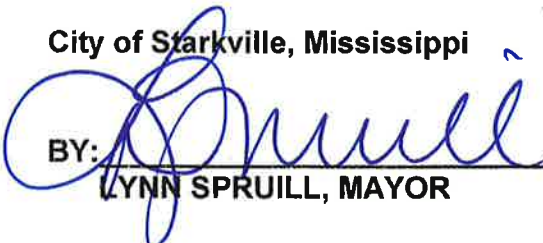
For the same consideration Grantor and Grantee acknowledge and agree that upon the execution and delivery and recordation of this instrument that all previously existing leases between the parties shall be immediately terminated.

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.

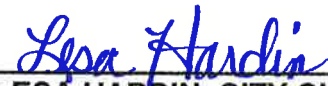
Executed this the 6th day of August, 2019.

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 16th 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.



My Commission Expires:

Vickie M. Hampton
NOTARY PUBLIC

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 16th 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.

My Commission Expires:



Vickie M. Hampton
NOTARY PUBLIC

24. CONSIDERATION OF AN AGREEMENT WITH GOVERNMENT CONSULTANTS AS MUNICIPAL ADVISOR FOR THE CITY OF STARKVILLE, MS GENERAL OBLIGATION / REVENUE PARKS AND RECREATION FACILITIES BONDS SERIES 2019.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to enter an agreement with Government Consultants as Municipal advisor for the City of Starkville, MS General Obligation / Revenue Parks And Recreation Facilities Bonds Series 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

(Agreement is on following page)

25. 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 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.

Dr. Kim, Community Development Director, presented 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 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 applicant, Henry Pilkinton, and his attorney, Jason Sharp, also offered reasons the decision of the Board of Adjustments and Appeals should stand.

Alderman Carver, duly seconded by Alderman Perkins, offered a motion to deny AA 19-02, appeal of BOAA approval. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Nay
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 and the BOAA decision was upheld.



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

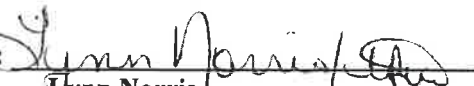
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. 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.

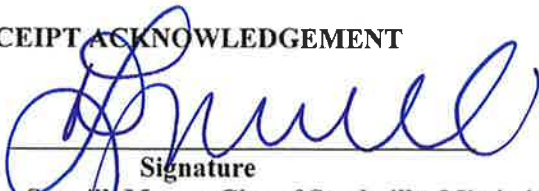
Sincerely,

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

26. 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.

Alderman Carver, duly seconded by Alderman Walker, offered a motion to approve 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 October 5, 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

27. 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.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve 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. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

28. 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.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve 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. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

29. 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.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve 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. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

30. 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.

VA 19-10 was presented by Emily Corban. 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.

Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve Variance Request 19-10. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

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

Alderman Sistrunk offered a motion to approve the Ordinance Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Starkville, Mississippi. Alderman Beatty seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 tie vote, the Mayor broke the tie and declared the motion passed.

(The Ordinance follows this page)

32. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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	\$ 324,354.10
Airport Fund	015	21,207.19
Sanitation	022	43,893.63
Landfill	023	1,865.00
Computer Assessments	107	23,164.23
Industrial Park Bond	303	40,902.81
Public Improvement Bonds 2018	319	565,389.11
Sub Total Before Utilities		\$ 1,020,776.07
Utilities Dept.	SED	1,319,540.54
Total Claims	Total	\$ 2,340,316.61

**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 ½ of the West ½ 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 ½ of the East ½ of Section 36, Township 19 North, Range 14 East;

Thence run Northerly along the East line of the West ½ of the East ½ 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.

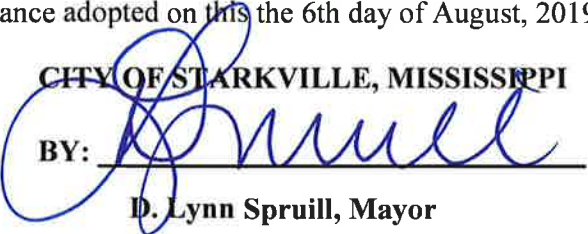
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There came on for consideration AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL 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 August 6, 2019, at a regular meeting of the Starkville Board of Aldermen and upon motion by Alderman Sandra Sistrunk and seconded by Alderman Hamp Beatty in favor of approving said Ordinance, the Ordinance was approved by the following vote:

Alderman Ben Carver voted:	Nay
Alderman Sandra Sistrunk voted:	Aye
Alderman David Little voted:	Absent
Alderman Jason Walker voted:	Aye
Alderman Hamp Beatty voted:	Aye
Alderman Roy A'. Perkins voted:	Nay
Alderman Henry Vaughn voted:	Nay

Having received a tie vote, the Mayor vote Aye and declared the motion carried and the item moved. The Mayor then declared the Ordinance adopted on this the 6th day of August, 2019.

CITY OF STARKVILLE, MISSISSIPPI

BY: 

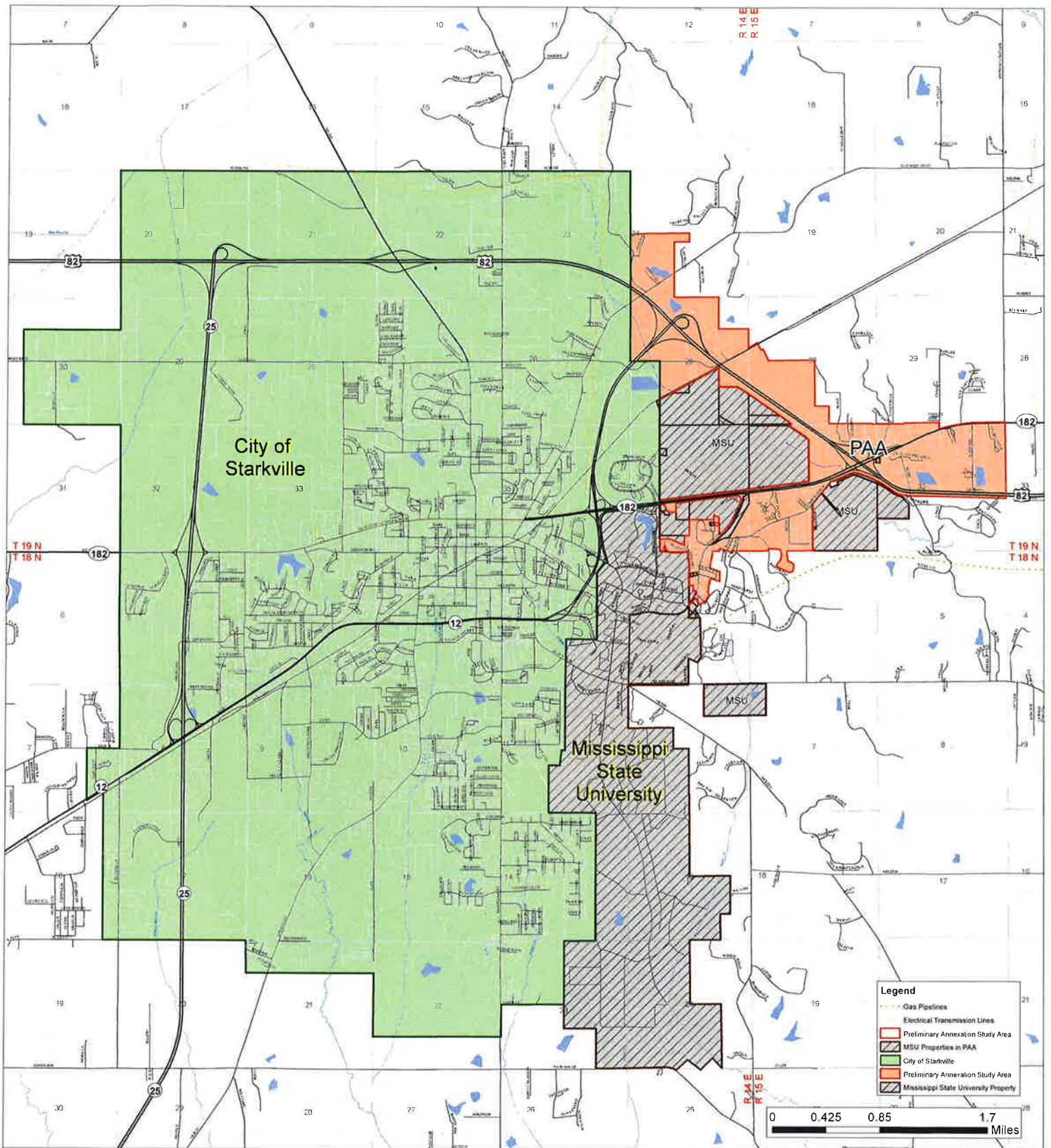
D. Lynn Spruill, Mayor

ATTEST:

WITNESS my signature and official seal of this office on this, the 6th day of August, 2019.



Lesa Hardin, Starkville City Clerk



Base Map Proposed Annexation Area City of Starkville, Mississippi



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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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. Alderman Carver left at this time.

34. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Beatty offered a motion to enter Executive Session for the purpose of potential litigation relating to the Law Enforcement Officers Training Program Act and potential litigation related to drainage issues in the Country Club Estates development when an open meeting would have a detrimental effect on the litigating position of the City. Following a second by Alderman Walker, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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 potential litigation relating to the Law Enforcement Officers Training Program Act and potential litigation related to drainage issues in the Country Club Estates development when an open meeting would have a detrimental effect on the litigating position of the City. At this time, the Board entered Executive Session.

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

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

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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.

36. CONSIDERATION OF A MOTION TO AUTHORIZE THE MAYOR TO ISSUE A STOP WORK ORDER.

Alderman Perkins offered a motion to authorize the Mayor to issue a stop work order to ongoing infrastructure development in Country Club Estates, including all current and future phases, to preserve the health, safety, and welfare of the community related to drainage and infrastructure problems in the area, both upstream and downstream, until the developer adheres to the recommended remedies outlined in the River Science, LLC report dated 7-22-19, to the satisfaction of the City Engineer, or until the Board of Aldermen otherwise lifts the stop work order. 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: Absent
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.

37. MOTION TO RECESS UNTIL AUGUST 20, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, for the Board of Aldermen to Recess the meeting until August 20, 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: Absent
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

LESA HARDIN, CITY CLERK

(SEAL)