



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
April 21, 2020**

**BOARD MEMBERS WILL BE IN ATTENDANCE VIA
TELEPHONE AND COMPUTER CONFERENCING DUE TO
ADHERENCE TO THE GOVERNOR'S EXECUTIVE ORDER. A
ROLL CALL VOTE WILL BE REQUIRED FOR EACH ACTION
TAKEN BY THE BOARD.**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

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

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Interim Director**
David D'Aquila

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, APRIL 21, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

BOARD MEMBERS WILL BE IN ATTENDANCE VIA TELEPHONE AND COMPUTER CONFERENCING DUE TO ADHERENCE TO THE GOVERNOR'S EXECUTIVE ORDER. A ROLL CALL VOTE WILL BE REQUIRED FOR EACH ACTION TAKEN BY THE BOARD.

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 APRIL 3, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE APRIL 7, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPOINTING KRISTEN CAMPANELLA AS THE EMERGENCY MANAGEMENT CONTACT AND COORDINATOR FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF A THIRD RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

C. CONSIDERATION OF ADOPTING AN INFECTIOUS DISEASE INTERNAL DEPARTMENT POLICY MANUAL FOR THE CITY OF STARKVILLE.

D. DISCUSSION AND CONSIDERATION OF THE CITY'S RESPONSE TO THE CONTINUING COVID-19 PANDEMIC.

E. CONSIDERATION OF EXTENDING THE HIRING FREEZE, SUSPENSION OF TRAVEL AND NEW EQUIPMENT PURCHASES THROUGH THE END OF THE FISCAL 2019-2020 BUDGET YEAR.

F. CONSIDERATION OF FREEZING ALL PAY INCREASES UNTIL THE END OF THE FISCAL 2019-2020 YEAR.

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

B. CONSIDERATION OF APPOINTING KELLY PRATHER TO THE PLANNING AND ZONING COMMISSION FOR THE TERM ENDING JUNE 30, 2025.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF PP 20-04 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “JAX CORNER SUBDIVISION”

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE HIGHWAY 182/ MARTIN LUTHER KING JR. BUILD GRANT PRELIMINARY ENGINEERING SERVICES CONTRACT AND ANY OTHER REQUIRED MDOT OR FHWA CONTRACTUAL PAPERWORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 14, 2020 FOR FISCAL YEAR ENDING 9/30/20, 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. CONSIDERATION OF BUDGET ADMENDMENTS TO FY20 BUDGET.

3. ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION

B. PENDING LITIGATION

XV. OPEN SESSION

**XVI. ADJOURN UNTIL MAY 5, 2020 @ 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, Dr. Simon Kim, at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
April 3, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, April 3, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present was Mayor D. Lynn Spruill and City Clerk Lesa Hardin. Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker and Hamp Beatty attended telephonically or videoconference as did City Attorney Chris Latimer.

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

An update on the Governor's Executive Order No. 1466 and its effect on the City was presented by Mayor Spruill.

The Mayor and members of the Board discussed items on the upcoming April 7, 2020 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK

STATE OF MISSISSIPPI

Office of the Governor



EXECUTIVE ORDER NO. 1466

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), I issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Mississippi significantly impact the life and health of our people, as well as the economy of Mississippi; and

WHEREAS, the risk of spread of COVID-19 within Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within Mississippi; and

WHEREAS, on March 26, 2020, the Mississippi State Department of Health announced new and expanded measures to increase testing and data analysis to identify regions and localities that are at higher risk for transmission of COVID-19 and to provide more location-specific restrictions and limitation of movement and social interaction to combat the virus in those regions and localities; and

WHEREAS, additional measures are needed to further disrupt and slow the spread of the COVID-19 virus within the State and to manage needed healthcare and emergency management resources; accordingly, all individuals residing in the State of Mississippi will need to temporarily remain in their home or place of residence, and certain businesses and public amenities need to be temporarily closed to the public.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, by the authority vested in me by the Constitution and laws of the State of Mississippi, do hereby order and direct as follows:

I. Shelter in Place

a. ***Duration:*** This Shelter in Place shall be effective at 5:00 p.m. on Friday, April 3, 2020, and shall remain in full force and effect until 8:00 a.m. on Monday, April 20, 2020, unless rescinded, modified or extended. The end date of the Lauderdale County shelter in place ordered by Executive Order No. 1465 is hereby amended to coincide with the dates established pursuant to this order.

b. *Shelter in Place:*

- i. Pursuant to the Mississippi Emergency Management Act including but not limited to Miss. Code. Ann. §§ 33-15-11(b)(1), 33-15-11(b)(4), 33-15-11(b)(6), 33-15-11(c)(1), 33-15-11(c)(4) & 33-15-31, with exceptions described herein, all individuals currently living in the State of Mississippi are ordered to stay at home or in their place of residence except as allowed in this Executive Order.
- ii. For individuals whose residences are unsafe or become unsafe (for example, because of domestic violence, lack of sanitation or utilities) they may, and are encouraged to, seek alternate locations. Local law enforcement and other officials shall assist such individuals to secure such alternative locations.
- iii. Individuals using outdoor space when outside their homes or residences at all times shall maintain social distancing of a minimum of 6 ft. distance between each individual and shall avoid gatherings in groups of more than 10 people.
- iv. For purposes of this Executive Order the terms “home” and “residence” include single family homes, hotels, rental units, shelters, mobile home parks, and similar facilities used as an individual’s principal dwelling.

- c. ***Evictions Suspended:*** Pursuant to Miss. Code. Ann. §§ 33-15-11(c)(1) and 33-15-11(c)(4), evictions within the State of Mississippi are suspended, and all state, county and local law enforcement officers are directed to cease enforcement of orders of eviction for residential premises during this Shelter in Place Order. No provision contained within this Executive Order shall be construed as relieving any individual of the obligation to pay rent, to make mortgage payments, or to comply with any other obligation that an individual may have under tenancy or mortgage.
- d. ***Non-essential Business and Operations Cease***
 - i. All businesses and non-profit entities operating within the State of Mississippi, except for Essential Business or Operations identified in Executive Order No. 1463 as Supplemented (which is incorporated herein by reference), shall cease operation and all activities except Minimum Operations as defined herein.
 - ii. Minimum Operations are those activities necessary for the business or operation to maintain the condition of facilities, premises and equipment, value of business inventory, payroll, employee benefits, security, and to facilitate employees of the business or operation to continue to work remotely from their residences.
- e. ***Essential Business or Operations Remain Open***
 - i. Essential Businesses or Operations identified in Executive Order 1463 as Supplemented may remain open and shall operate at such level as necessary to provide essential services and functions.
 - ii. For clarity, Essential Healthcare Operations identified within Executive Order 1463 as Supplemented shall be construed broadly to avoid impact or interruption of the delivery of essential healthcare, but does not include fitness and exercise gyms, dance studios, clubs, tattoo parlors, spas, salons, barber shops, and other similar personal care and grooming facilities.
 - iii. Restaurants and Bars may remain open but are limited to drive-thru, curbside, and/or delivery service.
- f. ***Prohibited Activities***
 - i. Consistent with Executive Order No. 1463 as Supplemented, all public and private social and other non-essential gatherings in groups of more than 10 people in a single space at the same time where individuals are in close proximity (less than 6 ft.) to each other shall be cancelled or rescheduled.
 - ii. All places of amusement and recreation, whether indoors or outdoors, including but not limited to amusement parks and rides, museums, playgrounds, children's party and play facilities, all parks including all beaches, lakes and reservoirs (but not including walking trails), movie theaters, bowling alleys, and social clubs shall be closed to the public.
- g. ***Essential Activities:*** Individuals may leave their residences only to perform the following Essential Activities:
 - i. To engage in activities or perform tasks necessary to their health and safety, or the health and safety of their family or household members (including pets) or the health and safety of those persons who are unable to or should not leave their home.
 - ii. To obtain necessary food, services or supplies for themselves and members of their household needed to maintain the safety, sanitation and essential operation of the home or residence, or to deliver those services or goods to those persons who are unable to or should not leave their home.
 - iii. To engage in individual outdoor activity and recreation.
 - iv. To perform work providing essential products and services at Essential Businesses or Operations (as defined in Executive Order No. 1463 as Supplemented) or to carry out activities permitted in this Executive Order, including Minimum Operations.
- h. ***Essential Travel:*** Individuals engaged in Essential Travel must adhere to both the CDC and the Mississippi State Department of Health recommendations and guidance to prevent the spread of COVID-19, including social distancing (6 ft. between individuals) and aggressive hygiene including frequent handwashing (minimum 20 seconds) and use of hand sanitizer. For purposes of this Executive Order, Essential Travel includes travel for the following purposes:

- i. Travel for Essential Business or Operation, as defined in Executive Order No. 1463 as Supplemented.
- ii. Travel for Essential Activities, as defined herein.
- iii. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons including to obtain COVID-19 testing for such individuals.
- iv. Travel to or from educational institutions including public and private K-12 schools, colleges and universities, and other educational institutions for purposes of receiving materials for distance learning, for receiving meals, and other education related purposes.
- v. Travel to or from their place of residence.
- vi. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement.

- i. **County and Local Municipal Authority:** Nothing in this Executive Order shall limit or alter the authority of any local or county authority from adopting orders, rules, regulations, resolutions, and actions that are more strict than established herein, provided that they do not impose restrictions that prevent any Essential Business or Operation as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency.

II. Delegate Authority to Issue and Enforce Quarantine and Isolation Orders:

- a. Pursuant to Miss. Code Ann. § 33-15-11(b)(5) and § 33-15-31, the State Health Officer in consultation with the Governor is authorized and empowered to issue such orders as necessary to carry out, implement, and enforce any quarantine or isolation orders to contain and restrict transmission of COVID-19.
- b. That this authority is in addition to, and consistent with, the Mississippi State Department of Health's authority to issue, maintain and enforce isolation and quarantine orders pursuant to Miss. Code Ann. § 41-23-5 and other controlling law.
- c. Nothing in this Executive Order limits or alters the authority under Miss. Code Ann. § 21-19-3 for a governing authority of a municipality to enact and enforce more restrictive measures to contain and restrict transmission of COVID-19.

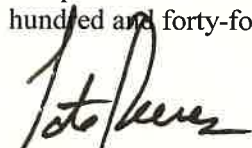
III. Enforcement of Shelter in Place:

- a. This Executive Order may be enforced by all State, County and Local law enforcement, as well as by other governmental entities (such as State and local departments of health) to the fullest extent under Mississippi law including, *inter alia*, Miss. Code. Ann. §§ 33-15-11(b)(5) and 33-15-11(b)(6).
- b. Violations of this Executive Order are subject to the provisions of Miss. Code Ann. § 33-15-43.

- IV. That all departments, commissions, agencies, institutions, and boards of the State of Mississippi, political subdivisions thereof, counties, municipalities and school districts are authorized and directed to cooperate in actions and measures taken in response to COVID-19 during the State of Emergency.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 1st day of April, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fourth.


TATE REEVES
GOVERNOR



BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

April 3, 2020

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION OF THE GOVERNOR'S EXECUTIVE ORDER AND ITS EFFECT IN THE CITY.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE APRIL 7, 2020, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, APRIL 3, 2020**

**AT 10:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 4-21-2020
PAGE: 1 of 47**

SUBJECT: Request approval of the minutes of the April 7, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the April 7, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
April 7, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 7, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderman Ben Carver, Alderman Henry Vaughn, Sr. and City Clerk / CFO Lesa Hardin. Aldermen Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty and Roy A'. Perkins attended telephonically or by videoconference as did City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins asked to remove Mayor's Business, Item IX., B. "Consideration of the submittal of budget modification number ten (10) to increase the "private investment" line item from \$40,000,000.00 to \$40,572,279.66, thus reflecting the actual private investment made through CDBG Project #R-103-347-01-KED: Starkville Parking Garage" from consent.

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

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

Alderman Carver offered a motion, duly seconded by Alderman Beatty, to approve the April 7, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman 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, APRIL 7, 2020
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 MARCH 3, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 17, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 20, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 24, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
CORONAVIRUS COVID-19 PANDEMIC UPDATE

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 20-02: A REQUEST FROM DONALD BUCKNER JR. FOR A VARIANCE FROM REAR SETBACK AT 104 MCKINLEY STREET IN AN TN-E ZONING DISTRICT WITH THE PROPERTY #102A-00-077.00.

PUBLIC HEARING AND CONSIDERATION OF SE 20-02: A REQUEST FROM LEE CARSON FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS:

- 1) TEMPORARY 60 DAY SUSPENSION OF THE EMPLOYEE PAY RAISES APPROVED FOR APRIL ON SEPTEMBER 17, 2019 UNTIL THE PAY PERIOD END DATE OF JUNE 18, 2020.
- 2) IMPOSING A TEMPORARY (60 DAY) HIRING FREEZE ON THE CITY WITH THE EXCEPTION OF THE DIRECTOR OF PARKS AND RECREATION AND WATER TREATMENT OPERATOR TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

3) SUSPENSION OF ALL TRAVEL AND EQUIPMENT PURCHASES FOR THE NEXT 60 DAYS (EXCEPT FOR THOSE PURCHASES ASSOCIATED WITH EXISTING PROJECTS SUCH AS THE SOUTHWEST SUBSTATION AND WASTEWATER TREATMENT PLANT CONSTRUCTION) TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

B. CONSIDERATION OF THE SUBMITTAL OF BUDGET MODIFICATION NUMBER TEN (10) TO INCREASE THE "PRIVATE INVESTMENT" LINE ITEM FROM \$40,000,000.00 TO \$40,572,279.66, THUS REFLECTING THE ACTUAL PRIVATE INVESTMENT MADE THROUGH CDBG PROJECT #R-103-347-01-KED: STARKVILLE PARKING GARAGE.

C. CONSIDERATION OF THE CONTINUANCE OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

D. CONSIDERATION OF A SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

X. BOARD BUSINESS

A. CONSIDERATION OF CONTINUED ADMINISTRATIVE LEAVE WITH PAY FOR CITY STAFF.

B. CONSIDERATION TO APPOINT REV. DR. RONNIE TUCKER TO FILL A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2019 - SEPTEMBER 30, 2024.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT IN THE AMOUNT OF \$2,951.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2020 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES WITH THE CONDITION THAT INSURANCE CONSISTANT WITH THE CITY'S SPECIAL EVENTS POLICY BE PROVIDED TO THE CITY TWENTY DAYS PRIOR TO THE EVENT WHICH IS TENTATIVELY SCHEDULED FOR SEPTEMBER 2020.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 31, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO KIM MORELAND TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET SCHEDULED AFTER MAY 1, 2020.

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. CONDITIONED UPON THE FEEDING PROGRAM STARTING NO EARLIER THAN JUNE 1, 2020, AND IT COMPLYING WITH ALL APPLICABLE ORDERS, RULES, AND REGULATIONS RELATING TO CURBING THE SPREAD OF COVID-19.

J. POLICE DEPARTMENT

1. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT WITH AD&S INC. TURNKEY SOLUTION FOR THE ACQUISITION OF A FINGERPRINT MACHINE KIOSK WITH COSTS FUNDED THROUGH A J.A.G. GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM PARKS & PARKS WATER WELL SERVICE, INC. IN THE AMOUNT OF \$9,600.00 TO REPAIR THE MOTOR ON THE #7 WELL PUMP AT THE BLUEFIELD LOCATION.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC IN THE AMOUNT OF \$658,320.00 FOR THE RELAY PANELS AND EQUIPMENT SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SAFT AMERICA, INC C/O HV SALES, INC IN THE AMOUNT OF \$116,234.21 FOR THE SUBSTATION BATTERY SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 21, 2020 @ 5:30 IN THE MUNICIPAL COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 15:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 3, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 13, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 13, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE MINUTES OF THE MARCH 17, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 17, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE MARCH 20, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 20, 2020 special call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE MINUTES OF THE MARCH 24, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 24, 2020 special call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE CONTINUANCE OF A PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the Continuance of a Proclamation of Existence of a Local Emergency” adopted March 17, 2020, is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO APPOINT REV. DR. RONNIE TUCKER TO FILL A VACANCY FOR THE LIBRARY BOARD OF TRUSTEES FOR A TERM APPOINTMENT OF OCTOBER 1, 2019 - SEPTEMBER 30, 2024.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of appointment of Rev. Dr. Ronnie Tucker to fill a vacancy for the Library Board of Trustees for a term appointment of October 1, 2019 - September 30, 2024” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT IN THE AMOUNT OF \$2,951.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of leasing the tillable land and newly cleared land located at George M. Bryan Field south and west of the runway and taxiway and inside the fenced area for one year to Kyle Knight, the sole bidder, in the amount of \$2,951.00” is enumerated, this consent item is thereby approved.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into on this the 8th day of April, 2020, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.
2. **USE OF PREMISES.**

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the

City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part

of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2020, and shall continue through and expire on April 7, 2021, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2021.

4. RENT. The rent for the subject property shall be \$2,951.00 per year and shall be made in one lump sum payment on or before April 15, 2020. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Twenty Six Dollars and Zero Cents (\$26.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2020. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements,

aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations,

and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or

permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on

the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and

expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives

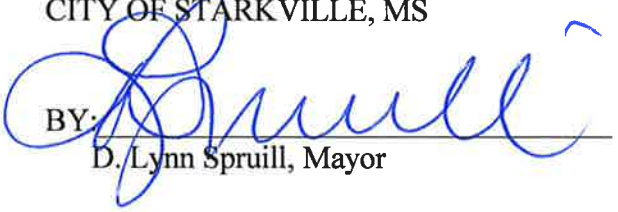
duly authorized so to do.

LESSEE

LESSOR

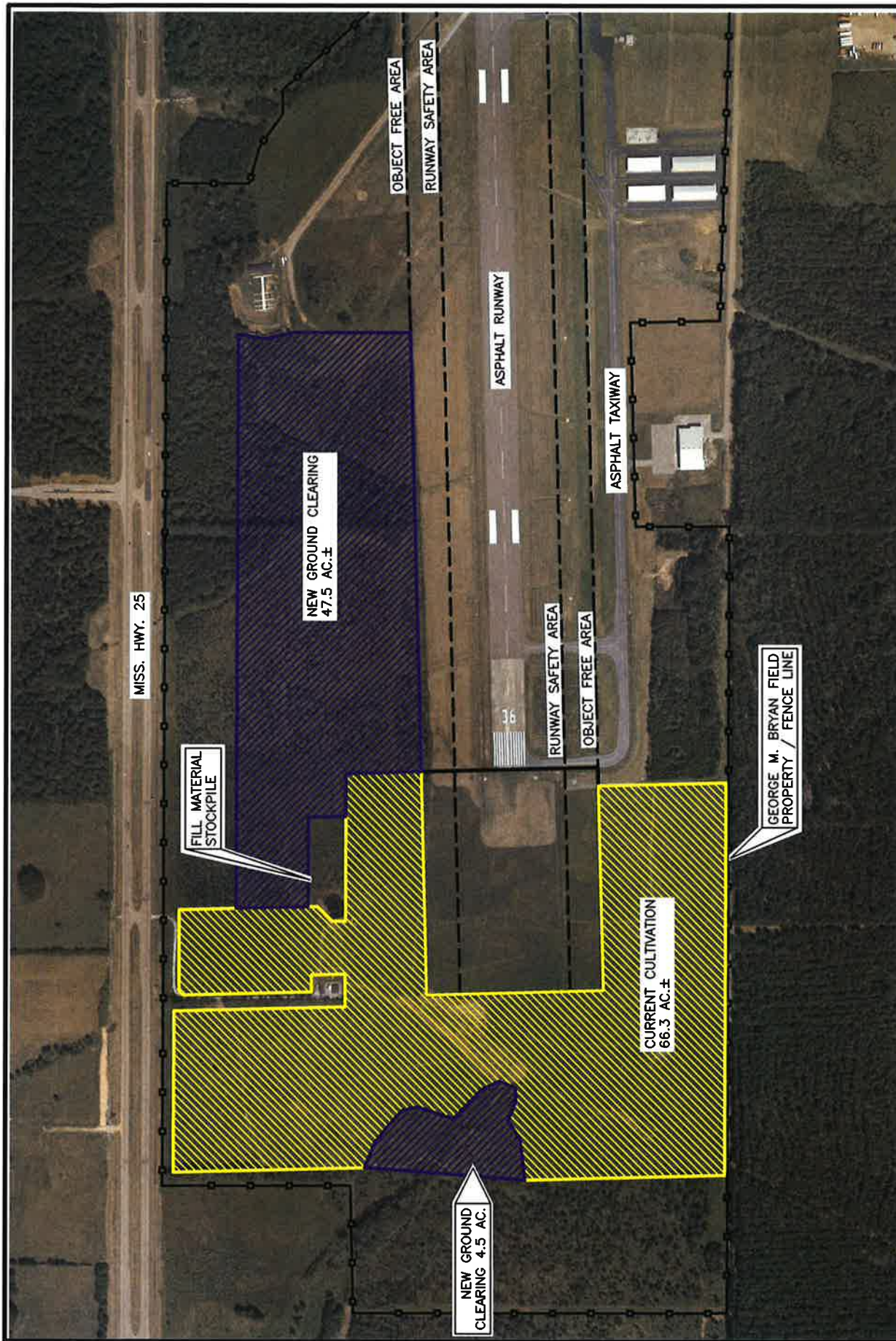
CITY OF STARKVILLE, MS

BY:


D. Lynn Spruill, Mayor

ATTEST:


Lesa Hardin, City Clerk



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI

SCALE: 1" = 600'±

DATE: FEBRUARY 2017

LAND AVAILABLE FOR
AGRICULTURAL LEASE

FIGURE
1

10. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO KIM MORELAND TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT 1769 LOUISVILLE STREET SCHEDULED AFTER MAY 1, 2020.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to Kim Moreland to burn cleared debris associated with a construction project located at 1769 Louisville Street scheduled after May 1” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND SOUTHERN FOUNDATION FOR HOMELESS CHILDREN, INC. CONDITIONED UPON THE FEEDING PROGRAM STARTING NO EARLIER THAN JUNE 1, 2020, AND IT COMPLYING WITH ALL APPLICABLE ORDERS, RULES, AND REGULATIONS RELATING TO CURBING THE SPREAD OF COVID-19.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the Memorandum of Understanding (MOU) between the City of Starkville and Southern Foundation, Inc.” is enumerated, this consent item is thereby approved. (MOU is on following page)

12. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT WITH AD&S INC. TURNKEY SOLUTION FOR THE ACQUISITION OF A FINGERPRINT MACHINE KIOSK WITH COSTS FUNDED THROUGH A J.A.G. GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with A D & S Inc. Turnkey Solution for the acquisition of a fingerprint machine kiosk with costs funded through a J.A.G. Grant” is enumerated, this consent item is thereby approved. (Agreement follows the Southern Foundation MOU)

13. CONSIDERATION OF THE LOWEST AND BEST QUOTE FROM PARKS & PARKS WATER WELL SERVICE, INC. IN THE AMOUNT OF \$9,600.00 TO REPAIR THE MOTOR ON THE #7 WELL PUMP AT THE BLUEFIELD LOCATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best quote from Parks & Parks Water Well Service, Inc. in the amount of \$9,600.00 to repair the motor on the #7 Well Pump at the Bluefield location” is enumerated, this consent item is thereby approved.

2 Quotes Received: Parks & Parks - \$9,600.00 and Donald Smith - \$16,009.00

14. CONSIDERATION OF THE LOWEST AND BEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC IN THE AMOUNT OF \$658,320.00 FOR THE RELAY PANELS AND EQUIPMENT SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best bid from Schweitzer Engineering Laboratories, Inc in the amount of \$658,320.00 for the Relay Panels and Equipment System for the 161/69/13 kV Southwest Starkville Substation” is enumerated, this consent item is thereby approved.

3 Quotes Received:	Schweitzer Engineering	\$658,320.00
	Electrical Power Products	\$695,881.00
	KVA Inc	\$770,188.00

MEMORANDUM OF UNDERSTANDING

WHEREAS this Memorandum of Understanding (this "Agreement") is made by and between the Southern Foundation for Homeless Children, Incorporated (hereinafter the "User"), and the City of Starkville, Mississippi (hereinafter the "City"), effective from the date of execution through December 31, 2020

WHEREAS, the City recognizes the user has expertise in operating a meal program, and has available space and desire for the user to implement the program that is beneficial to the community

NOW THEREFORE, for and in consideration of the premises and agreements contained herein, and the benefits accruing to each, the user and the City mutually agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The duties and responsibilities of the City are as follows:

1. Provide indoor facilities at no cost to the user for the operation of a meal program during the terms of the agreement.
2. Assist in promotion of the meal program on website, social media and other necessary medium.

B. The duties and responsibilities of the user are as follows:

1. Implement the meal program including procuring of food items, storage of food items, providing staff and/or volunteers to operate the meal program, and compliance with all necessary local, state and/or federal guidelines for operation of the program.
2. Assist in promotion of the meal program on website, social media and other necessary medium.
3. Provide insurance coverage that meets the city's insurance requirements.

Article II. 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 III. 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 IV. 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 V. 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 representatives, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

Article VI. Criminal Background Checks

The User shall conduct criminal background checks on all persons acting as employees, volunteers, 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 meal program 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 VII. 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 VIII. 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 IX. MISCELLANEOUS TERMS

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.

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.

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.

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

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

The designated agents for the parties are:

Southern Foundation for Homeless Children, Inc.
Gwendolyn Gray, Chief Executive Officer
317 Martin Luther King Dr. Suite 102
Starkville, MS 39759
Office: 662-320-6613 or 662-320-6614
Fax: 662-320-6616

CITY OF STARKVILLE, MISSISSIPPI
Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Tele: (662) 323-2525

AND NOW, having agreed as set out in the above three (3) pages, the user has executed this Agreement on this ____ day of ____ (month), ____ (year).

By: _____

Gwendolyn Gray

Chief Executive Officer, Southern Foundation for Homeless Children, Incorporated.

AND NOW, having agreed as set out in the above two (2) pages, the user has executed this Agreement on this 7th day of April, 2020.

THE CITY OF STARKVILLE, MS

By: _____

D. Lynn Spruill, Mayor, City of Starkville



TURNKEY SOLUTION AGREEMENT

Customer Name: City of Starkville for Use At: Starkville Police Department
Address: 101 Lampkin St. Address: 101 Lampkin St.
City/State: Starkville, MS 39759 City/State: Starkville, MS 39759

This agreement is made and entered into on this the 12th day of March 2020 by and between Automation Designs & Solutions, Inc., a Mississippi Corporation, with principal offices located at Brandon, Mississippi (hereinafter referred to as "AD&S"), and Starkville Police Department located at 101 Lampkin St., Starkville, MS 39759 (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, "AD&S" is a firm which provides a customer with a software system that involves procuring, assembling, delivery, installing, installation assistance, training, and other forms of support and maintenance in accordance with predetermined system specifications in order to provide a complete solution to the customer's needs; and,

WHEREAS, "Customer" has carefully reviewed said proposal submitted by "AD&S" and clearly understands the software as outlined therein as it relates to the manufacturer, the description, the quantity, the capability, and the pricing of each, as well as the type of training, warranty, and other support services offered and agrees, acknowledges, and accepts the same; and, further desires for "AD&S" to proceed according to said proposal;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements, and obligations herein, "AD&S" and "Customer" hereby agree as follows, to-wit:

SECTION I. SALE AND LICENSE

1. Subject to the terms and conditions hereof, "AD&S" agrees to sell and license to the "Customer" named above, and "Customer" agrees to purchase and license from "AD&S", the products, materials and services described herein, collectively referred to as the System. This agreement shall become effective only upon acceptance and approval in writing by an authorized representative of "AD&S" at the principal place of business of "AD&S".
2. **LICENSE OF SOFTWARE.** AD&S, Inc., grants to "Customer", effective upon completion of delivery and installation the System (a) a non-exclusive license to use applications software owned by AD&S, Inc., and identified hereto as FingerPro ID Software (b) a non-exclusive sublicense to use (in accordance with the terms provided by the owner thereof) the operating software provided in conjunction with the hardware by the hardware manufacturer, both applications software and operating software hereinafter collectively referred to as the "software".

"Customer" rights in the software pursuant to such license and such sublicense are expressly limited to the use of the software by "Customer" at the installation site in connection with the hardware. "Customer" shall not assign, transfer, or sublicense the software without the prior written consent of "AD&S".

3. **DELIVERY OF SOFTWARE.** "AD&S" Shall deliver by Internet remote login on or about March 31, 2020 to the address designated above for "Customer's" use of the FingerPro ID System.

SECTION II. PRICE, CHARGES, AND TAXES

1. "Customer" shall pay to "AD&S" the purchase price, license fee, service and ongoing support fees as herein described and reimbursements and shall assume responsibility for the other charges and claims set forth below.
2. **PURCHASE PRICE.** The purchase price of the hardware and kiosk cabinet is \$9,719.00. Customer shall pay such purchase price to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.
3. **LICENSE FEE.** The license fee for the use of the application software is \$ 3,540.00. "Customer" shall pay such license fee to "AD&S" in accordance with the payment schedule set forth in EXHIBIT "A" hereto.
4. **SUPPORT SERVICES.** Support services will be provided in accordance with "AD&S's" SUPPORT AGREEMENT attached hereto as EXHIBIT "B".
5. **INTEREST CHARGES.** "Customer" acknowledges that the monetary obligations of "Customer" to "AD&S" herein under constitute a commercial account. "Customer" shall pay, in addition to all other amounts owed to "AD&S", interest calculated at one and one-half percent (1½ %) per month on all amounts that are due and payable by "Customer" to "AD&S" for forty-five (45) days or longer.
6. **FREIGHT AND INSURANCE.** "Customer" shall in all cases reimburse "AD&S" for all charges for transportation, rigging, and drayage and for insurance, if any, of the System in transit. If "AD&S" uses a third party mover or carrier to ship the System to "Customer's" address, "AD&S" shall (unless it notifies the "Customer" to the contrary) arrange for shipment or carriage of the System (collectively or by component) to "Customer" FOB point of manufacture or shipment.

SECTION III. DELIVERY, INSPECTION, AND INSTALLATION

1. **SITE PREPARATION.** Unless otherwise specified, "Customer" shall, as its expense and prior to delivery and installation of the System at "Customer's" address, prepare the installation site in an appropriate manner and shall cause the installation site to conform to any utility, climate control, and communication interface specifications that "AD&S" or the manufacturer may supply.
2. **INSTALLATION.** If contracted for herein, "AD&S" shall provide complete onsite training services.

3. SECTION IV. TRAINING AND USER MATERIALS

1. **TRAINING.** "Customer" shall select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competency necessary to manage and operate the System. "AD&S" shall, pursuant to the terms of the "SUPPORT AGREEMENT" (EXHIBIT "B" attached hereto, if applicable), provide "Customer's" personnel with training and instruction concerning the operation and use of the System by conducting a training session at a mutually convenient time at "Customer's" facility.
2. **USER MATERIALS.** "AD&S" may from time to time furnish "Customer" with drawings, diagrams, specifications, documentation, and other materials, including user manuals, relating to the use and servicing of the System. "AD&S" reserves the right, title and interest in any such materials pertaining to the software, and "Customer" shall return such materials to "AD&S" at any time upon its request.

SECTION V. PROPRIETARY PROTECTION OF SOFTWARE

1. **RESERVATION OF TITLE.** This agreement does not affect any transfer of title in the software (or any materials furnished or produced in connection with the software) including drawings, diagrams, specifications, input, formats, source code, and user manuals. "Customer" acknowledges that (a) the software (and all materials furnished or produced in connection with the software), including without limitation, the design, programming techniques, flow charts, source code and input data formats, contain trade secrets entrusted to "Customer" under this agreement for use only in the manner expressly permitted hereby, and (b) AD&S, Inc. and its predecessors in ownership claim and reserve all rights and benefits afforded under Federal law in the software as an unpublished copyrighted work.
2. **PRESERVATION OF SECRECY AND CONFIDENTIALITY; RESTRICTIONS ON ACCESS.** "Customer" shall protect the software (and all materials furnished or produced in connection with the software) as trade secrets of AD&S, Inc. and its predecessors in ownership, and "Customer" shall devote its best efforts to ensure that all "Customer's" personnel protect the software as trade secrets of AD&S, Inc. and its predecessors in ownership. "Customer" shall not at any time, disclose such trade secrets to any other person, firm, organization, or employee that does not need (consistent with "Customer's" right of use hereunder) to obtain access to the software and the materials provided to "Customer" in connection with the software.
3. **RESTRICTIONS ON USE OF SOFTWARE GENERALLY.** Neither the software nor any materials provided to "Customer" in connection with the software may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of AD&S, Inc. "Customer" shall not in any way modify or enhance the software (or any materials furnished or produced in connection with the software) without prior written consent of AD&S, Inc.
4. **DURATION OF DUTIES AND RETURN OF SOFTWARE.** The duties and obligations of "Customer" hereunder shall remain in full force and effect for so long as "Customer" continues to control, possess, or use the software. "Customer" shall promptly return the software together with all materials furnished or produced in connection with the software, upon abandonment or other termination of "Customer's" control, possession or use of the software.

SECTION VI. WARRANTIES AND LIMITATIONS

1. LIMITED WARRANTY AND DISCLAIMER

- a. **VENDOR SOFTWARE WARRANTY.** AD&S, Inc. warrants, for the benefit of "Customer" only, that at the time of "Customer's" license of the software commences, the vendor software conforms in all material respects to any specified MCIC and FBI standards currently in effect and supplied in writing to AD&S, Inc. and does not contain any material defect in its materials or workmanship. Such warranty is upon reliance of the warranty of the vendor of the software.
 - b. **CONDITIONS PRECEDENT.** "AD&S" shall bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System (or any breach with respect to the condition or operation of the System) if (1) the System is not properly installed if done by some third party; (2) the System is not maintained and operated under normal conditions by competent personnel; (3) the System incorporates spare or replacement parts other than those purchased under this agreement; (4) the System has been subjected to disassembly, modification, enhancement, abuse or misuse; (5) the nonconformity or defect (or other breach with respect to the condition or operation of the System) has not been reported to "AD&S" within five (5) days after termination of such first month period; or (6) has arisen as a result of damage to the System occurring subsequent to delivery thereof to the installation site, unless, in any such case, such event or condition directly results from the fault or negligence of "AD&S".
 - c. **DISCLAIMER.** If the customer alters, reverse engineers, or changes the software in any way or for any purpose, there is no guarantee that the software will continue to function or perform in the manner in which it is advertised.
2. **FORCE MAJEURE.** "AD&S" shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its control or from any events, acts, or omissions attributable to the manufacturer of the hardware or the operating software, the vendor of the hardware to "AD&S", the licensor of the operating software to "AD&S", the vendor of the application software to "AD&S", or any maintenance vendors.

SECTION VII. DEFAULT

1. Any of the following shall constitute an "Event of Default" under this agreement.
 - a. "Customer's" failure to pay to "AD&S" any charge, cost, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such delinquency;
 - b. "Customer's" failure to perform any other terms, conditions, or covenants in this agreement, including any act of repudiation or wrongful rejection of the System, if such failure has not been corrected within ten (10) days after "AD&S" has given "Customer" written notice of such failure; or
 - c. Any act or event whereby "Customer" (1) is or becomes insolvent, (2) is or becomes party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of "Customer", if such proceeding has not been dismissed within thirty (30) days, or (3) makes a general assignment for the benefit of creditors.
2. Upon the occurrence of an Event of Default, "AD&S" may (a) terminate this agreement and invoke all rights "AD&S" possesses upon termination and (b) if "Customer" remains liable for any monetary obligation created under this agreement, accelerate due and payable by "Customer" as a liquidated sum and proceed against "Customer" in any lawful way for satisfaction of such sum, or repossess so much of the System as remains in "Customer's" possession.

3. No delay or failure of either party in exercising any right hereunder, nor any partial exercise thereof, shall be deemed to constitute a waiver of any rights granted hereunder or at law. The presence or absence of any Event of Default shall in no way prejudice or abridge the right of "AD&S" to seek and obtain in appropriate circumstances stoppage of goods in transit or reclamation of goods after delivery.

SECTION VIII. GENERAL

1. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi.
2. **CJIS (Criminal Justice Information Services) SECURITY ADDENDUM. EXHIBIT "C"** attached hereto contains references to rules for access and clarifies the guidelines for access to any criminal history record information and related data for users. Violation of these guidelines referenced may result in administrative and criminal penalties which are not limited to prosecution for State and Federal crimes. By authorized signature on this document the customer fully understands and acknowledges information and adherence thereto of CJIS guidelines from the CJIS Security Addendum.
3. **FORUM SELECTION.** All disputes between the parties arising from this agreement shall be prosecuted only in the Courts of the State of Mississippi and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in such litigation.
4. **ENTIRE AGREEMENT; AMENDMENTS.** This agreement, including all Exhibits attached hereto, are hereby incorporated by this reference and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representation, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this agreement shall be binding on either party unless such amendment is in writing and is executed by authorized representatives of both parties to this agreement.
5. **NOTICE.** Any notices required or permitted under this agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail (return receipt requested, with proper postage affixed) or by personal courier to the address set forth in this agreement or any more recent address of which the sending party has been apprised.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative effective upon approval of "AD&S" as marked below.

"CUSTOMER"

APPROVED:

BY: _____

AUTOMATION DESIGNS & SOLUTIONS, INC.

TITLE: Mayor, City of Starkville

By _____

DATE 4-7-, 2020

Date _____, 20____

EXHIBIT A

AUTOMATION DESIGNS & SOLUTIONS, INC.
PAYMENT SCHEDULE

Licenses Fee:

- One FingerPro ID software license fee \$2495.00
- Software to Print FBI FD-258 Cards \$ 550.00
- Payment for TOT Package \$495.00

Hardware purchase:

- Metal Kiosk Cabinet
- Green Bit DactScan 84c 10 print scanner
- HP Computer with 3-year Depot
- HP Monitor 22 in"
- Mouse

\$9,719.00

Installation:

- Installation and Training for software and hardware \$ 2,495.00

Shipping:

- Shipping fee of \$ 75.00

EXHIBIT B
AUTOMATION DESIGNS & SOLUTIONS, INC.
Support Agreement

Automation Designs & Solutions, Inc. agrees upon the following as it relates to systems and support:

Support Services -

Automation Designs & solutions, Inc. shall have the following responsibilities:

- To meet with management and/or authorized representative and perform a needs assessment. Based upon said needs assessment, Automation Designs & Solutions, Inc. (hereinafter referred to as AD&S, Inc.) will provide customer with an overview of proposed installation.
- AD&S, Inc. will provide customer with an itemized list of hardware, software, time estimates and related service cost necessary to implement proposed installation
- Upon execution of this agreement, AD&S, Inc. will order hardware, software and related peripherals necessary to implement proposed automation.
- Upon receipt of equipment AD&S, Inc. will prepare related equipment to meet state MCIC and FBI standards. Said equipment and software will then be transported to the customer and installed and tested on-site.

Training -

- AD&S, Inc. will train a maximum of three personnel on site. This training will include the areas of data entry, software output, and operation of other related peripheral equipment (i.e. modems printers, livescan, etc.)

Customer shall have the following responsibilities:

- To furnish AD&S, Inc. with complete information regarding current method of business operations, as well as anticipated growth as it relates to analysis of future automation needs.
- To furnish AD&S, Inc. information as to critical needs, any forms utilized in current operations, as well as any modifications to same.
- To review proposal by AD&S, Inc. and be satisfied that said proposal accurately reflects current automation needs, providing for future growth to a reasonable extent.
- To designate someone to be responsible for administration of the system. This designee will be the contact person for AD&S, Inc.
- To provide persons capable of being trained for data entry into the software systems provided by AD&S, Inc.
- To house equipment and related peripherals in a clean well ventilated environment with a temperature range suitable for computer equipment.
- To mutually establish with AD&S, Inc. a satisfactory testing procedure for accuracy of said data as far as output is concerned.
- To maintain hardcopy output from systems necessary to document performance of the system.

- To gain an understanding of procedures necessary for backup and recovery in the event of catastrophic losses.
- To report any changes that would affect in any manner the Disaster Recovery System process developed and in place, prior to implementation, including, but not limited to:
 - Procedural changes
 - Equipment changes
 - Platform changes
 - Network configuration changes
 - SQL Server changes
 - Web Server changes
- To order forms required for production from any systems provided by AD&S, Inc. in a manner timely for scheduling on-line production.
- To ensure that appropriate communication channels are established and operative to effect communication between all related agencies involved.
- Establish an interagency protocol to maintain, determine and ensure successful transmission of electronic data without interruption of services provided by AD&S.
- To assume responsibility for and interagency communication channels including SQL connections, Web Server connections, agency network connections, MCIC connections.
- Understand that delay in any response time may possibly be related to FBI system load and network traffic, MCIC system load and network traffic, and/or agency load and network traffic.
- To notify AD&S of any hardware changes in your network, configuration changes in your computer hardware or network, prior to their implementation.

EXHIBIT C

**Automation Designs & Solutions, Inc.
Acknowledgement of CJIS Agreement Security Addendum**

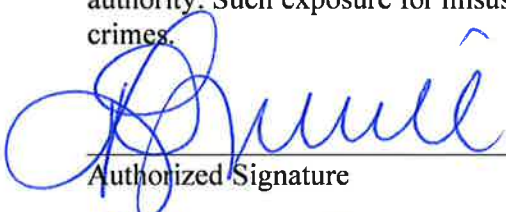
6/1/2016 H-7 CJISD-ITS-DOC-08140-5.3

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized authority. Such exposure for misuse includes, but is not limited to, prosecution for state and federal crimes.


Authorized Signature

4-8-2020
Date

D. Lynn Spruill
Printed Name

4-7-2020
Date

15. CONSIDERATION OF THE LOWEST AND BEST BID FROM SAFT AMERICA, INC C/O HV SALES, INC IN THE AMOUNT OF \$116,234.21 FOR THE SUBSTATION BATTERY SYSTEM FOR THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, and adopted by the Board to approve the April 7, 2020 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best bid from SAFT America, Inc c/o HV Sales, Inc in the amount of \$116,234.21 for the Substation Battery System for the 161/69/13 kV Southwest Starkville Substation” is enumerated, this consent item is thereby approved.

3 Quotes Received:	SAFT America	\$116,234.21
	ALCAD Inc	\$126,906.54
	Storage Battery Systems	\$163,924.40

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill urged everyone to do their best to remain safe. The numbers from the State showed Oktibbeha County with 29 cases of Covid-19 and the State with a total of 1915 cases and 59 deaths. A dedicated phone line has been established, 323-4813, for the public to call if they have questions or need assistance.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked the Departments for all they are doing during this crisis. He also thanked the public for their understanding on the Sanitation reduced service days.

Alderman Vaughn congratulated the Starkville High School 6A Champions in boys basketball. He encouraged everyone to be respectful of each other and to social distance themselves through love for the well-being of their fellow citizens.

CITIZEN COMMENTS: None

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 20-02: A REQUEST FROM DONALD BUCKNER JR. FOR A VARIANCE FROM REAR SETBACK AT 104 MCKINLEY STREET IN AN TN-E ZONING DISTRICT WITH THE PROPERTY #102A-00-077.00.

Dr. Kim presented request VA 20-02. The applicant, Donald Buckner Jr., is requesting a variance from the rear setback requirements at 104 McKinley Street. The applicant’s home was recently destroyed by fire and they have begun the process of applying for building permits to construct a new single unit residential dwelling on the property. The property fronts McKinley Street and backs up to railroad right-of-way. The lot is triangular shaped. Due to the shape of the lot, there are limited options for locating the proposed dwelling. The applicant can site the proposed dwelling to comply with front and side setbacks, but not the rear setback adjacent to the railroad right-of-way. The applicant is requesting relief from the rear setback minimum of 15’. The requested rear setback is 10’.

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

Mr. Buckner noted the house had burned November 5 and he would like to rebuild with a smaller backyard in order to have a larger front yard and the home further from the road.

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

16. CONSIDERATION OF VA 20-02: A REQUEST FOR VARIANCE RELIEF FROM REAR SETBACK REQUIREMENTS AT 104 MCKINLEY STREET.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to approve VA 20-02 a request for variance relief from rear setback requirements at 104 McKinley Street. The Board voted as follows:

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

PUBLIC HEARING AND CONSIDERATION OF SE 20-02: A REQUEST FROM LEE CARSON FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

Dr. Kim presented SE 20-02. The applicant is seeking a Special Exception to convert an existing accessory structure into an accessory dwelling unit. The existing structure is original to the house and was previously used as storage. The applicant is currently operating a bed and breakfast out of the main house. The accessory dwelling would be used as part of the bed and breakfast. The proposed dwelling is a one-story building with the exterior dimensions of 18 feet by 20 feet for a total square footage of 360.

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

Lee Carson discussed the history of the building and the reasons for his request.

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

17. CONSIDERATION OF SE 20-02 A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 607 OLD WEST POINT ROAD IN AN SD-2 WITH THE PARCEL NUMBER 117L-00-001.00.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve SE 20-02 a request for Special Exception to allow for an Accessory Dwelling Unit at 607 Old West Point Road in an SD-2 with the parcel number 117L-00-001.00 with two (2) conditions and a deviation from the use standard.

Requested Conditions:

1. The applicant shall obtain all required building permits for the use requested;
2. There shall be no separate meters for the accessory dwelling unit, but an electrical disconnect is required for an emergency cutoff.

Requested Deviation from the Use Standard (per Sec.3.4.1)

1. Deviation from Sec.13.5.2.D.3 requiring kitchen facility.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea

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

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

18. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS: 1) TEMPORARY 60 DAY SUSPENSION OF THE EMPLOYEE PAY RAISES APPROVED FOR APRIL ON SEPTEMBER 17, 2019 UNTIL THE PAY PERIOD END DATE OF JUNE 18, 2020.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a temporary 60 day suspension of the employee pay raises approved for April on September 17, 2019 until the pay period end date of June 18, 2020. The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman 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.

19. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS: IMPOSING A TEMPORARY (60 DAY) HIRING FREEZE ON THE CITY WITH THE EXCEPTION OF THE DIRECTOR OF PARKS AND RECREATION AND WATER TREATMENT MANAGER TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

Alderman Carver, duly seconded by Alderman Little, offered a motion to impose a temporary (60 day) hiring freeze on the city with the exception of the Director of Parks and Recreation and Water Treatment Manager to be reconsidered by the board at the regular meeting of June 2, 2020. The Board voted as follows:

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

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

20. CONSIDERATION OF ADDITIONAL MEASURES TO ADDRESS THE IMPACT OF THE VIRUS ON THE CITY'S BUDGET AND OPERATIONS: SUSPENSION OF ALL TRAVEL AND EQUIPMENT PURCHASES FOR THE NEXT 60 DAYS (EXCEPT FOR THOSE PURCHASES ASSOCIATED WITH EXISTING PROJECTS SUCH AS THE SOUTHWEST SUBSTATION AND WASTEWATER TREATMENT PLANT CONSTRUCTION) TO BE RECONSIDERED BY THE BOARD AT THE REGULAR MEETING OF JUNE 2, 2020.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to suspend all travel and equipment purchases for the next 60 days (except for those purchases associated with existing projects such as the southwest substation and wastewater treatment plant construction and those funded by bonds and grants) to be reconsidered by the Board at the regular meeting of June 2, 2020. The Board voted as follows:

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

21. CONSIDERATION OF THE SUBMITTAL OF BUDGET MODIFICATION NUMBER TEN (10) TO INCREASE THE "PRIVATE INVESTMENT" LINE ITEM FROM \$40,000,000.00 TO \$40,572,279.66, THUS REFLECTING THE ACTUAL PRIVATE INVESTMENT MADE THROUGH CDBG PROJECT #R-103-347-01-KED: STARKVILLE PARKING GARAGE.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to authorize the submittal of Budget Modification number 10 (ten) to increase the "Private Investment" line item from \$40,000,000.00 to \$40,572,279.66, thus reflecting the actual private investment made. The Board voted as follows:

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

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

MDA DRD
BUDGET MODIFICATION WORKSHEET
(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi Contract Number: R-103-347-01-KED

NOTE: List KCDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+ -)
Administration	\$ 140,000.00	\$ 140,000.00	\$ 0.00
Engineering	\$ 437,000.00	\$ 437,000.00	\$ 0.00
Acquisition	\$ 0.00	\$ 0.00	\$ 0.00
Legal	\$ 40,000.00	\$ 40,000.00	\$ 0.00
Construction	\$ 6,910,430.00	\$ 6,910,430.00	\$ 0.00
Contingency	\$ 0.00	\$ 0.00	\$ 0.00
Construction Management	\$ 432,570.00	\$ 432,570.00	\$ 0.00
Testing	\$40,000.00	\$40,000.00	\$ 0.00
	TOTAL	TOTAL	TOTAL
	\$ 8,000,000.00	\$ 8,000,000.00	\$ 0.00

Comments: No changes were made to the CDBG budget; Local/Private line items were revised to reflect final, actual expenditures.

MISSISSIPPI DEVELOPMENT AUTHORITY**MODIFICATION SIGNATURE SHEET****501 North West Street • Post Office Box 849****Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No.

City of Starkville
Honorable D. Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Phone: (662) 323-4583
Fax: (662) 324-4015
Parking Structure for Cotton Mill Marketplace

2. Effective Date: December 13, 2019

2. Contract Number:

R-103-347-01-KED

Grant Number:

4. Modification Number:

10 (TEN)

5. Grant Identifier: (Funding Source & Year):
CFDA #14.219 & 14.228

6. Beginning and Ending Dates:

10-26-2010 through 12-31-2019

7. Page 1 of 3

8. As a result of this modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: :Local/ Private
From	\$8,000,000	\$0	\$40,000,000.00
TO	\$8,000,000	\$0	\$40,572,279.66
Increase of:	\$0	\$0	\$ 572,279.66
Decrease of:	\$0	\$0	\$0

9. The above recipient is hereby modified as follows:

To update project budget to reflect final, actual Local/Private expenditures.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:

Signature

Date

Name: Jamie M. Miller

Title: Deputy Director
Governmental Affairs

12. Approved for Recipient:



04-07-2020

Signature

Date

Name: Honorable D. Lynn Spruill

Title: Mayor, City of Starkville

22. CONSIDERATION OF A SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to approve a Second Resolution of the Mayor and Board of Aldermen for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. The Resolution follows this page.

23. CONSIDERATION OF CONTINUED ADMINISTRATIVE LEAVE WITH PAY FOR CITY STAFF.

Alderman Vaughn, duly seconded by Alderman Carver, offered a motion to approve the continued administrative leave with pay for City Staff through April 21, 2020. The Board voted as follows:

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

24. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2020 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES WITH THE CONDITION THAT INSURANCE CONSISTANT WITH THE CITY'S SPECIAL EVENTS POLICY BE PROVIDED TO THE CITY TWENTY DAYS PRIOR TO THE EVENT WHICH IS TENTATIVELY SCHEDULED FOR SEPTEMBER 2020.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Special Event Request of the 2020 Cotton District Arts Festival and have City participation with in-kind services with two conditions:

1. The applicant shall notify the Special Events Committee of the alternative date and submit an updated insurance policy and 2. The event may be cancelled or delayed, subject to available information about COVID-19 and as determined by the BOA. The Board voted as follows:

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

**SECOND RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI, FOR THE CONTROL OF CONTAGIOUS AND
INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND
WELFARE AND FOR RELATED PURPOSES**

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the worldwide outbreak of COVID-19, and the effects of its extreme risk of person-to-person transmission throughout the United States, Mississippi, and the City of Starkville, impact the life and health of Starkville’s citizens, as well as the economy of Starkville; and

WHEREAS, the risk of spread of COVID-19 within Starkville continues to constitute a public emergency that may result in substantial injury or harm to life and health in Starkville; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health

has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of April 7, 2020, there are 1,915 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in 59 deaths, and additional positive tests are anticipated; and

WHEREAS, as of April 7, 2020, there are 29 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in one death, and additional positive tests are anticipated; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period, which was subsequently extended through April 30, 2020, by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 23, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463, as supplemented on March 26, 2020, which limited social gatherings, limited operations of restaurants, bars, and other dining establishments to essential services, and limited attendance at hospitals, nursing homes and retirement or long-term care facilities until April 17, 2020. It further established statewide continuity of operations of critical infrastructure that ensured Essential Businesses or Operations, including those identified in the Executive Order as Supplemented and in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response," be able to operate at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, on April 1, 2020, Governor Reeves issued Executive Order 1466 implementing a statewide "Shelter In Place" order, requiring, among other things, non-essential businesses to cease operations, closing public and private recreational facilities, restricting travel only for Essential Activities and Essential Travel as defined in the Order, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, despite significant measures and recommendations, COVID-19 continues to remain a serious threat to Starkville that significantly impacts the life and health of Starkville residents, as well as the economy of Starkville; and

WHEREAS, it is necessary to take further actions consistent with the Governor's Orders to protect the health, safety and welfare of Starkville residents in response to this COVID-19 State of Emergency; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional extraordinary measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §§ 45-17-5 and 33-15-17(d) allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Starkville hereby adopts the findings and regulations set forth in Executive Orders 1463 as Supplemented, and 1466, signed by Governor Tate Reeves. The City fully adopts the broad intent of those Orders, including requiring all citizens to shelter in place pursuant to the terms of Order 1466. The City further adopts the definitions of "Essential" and "Non-Essential" businesses and operations, as well as the definitions of "Prohibited Activities," "Essential Activities," and "Essential Travel," as defined and incorporated by reference in Executive Order 1466.

Section 2: All essential businesses, agencies and units of government located within the City of Starkville shall take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19. To the extent any business is an "Essential Business or Operation" under Executive Order 1463, such business may remain open to the public to the extent necessary to allow them to operate at such a level necessary to provide essential services and functions.

Section 3: There shall be a general curfew from 10:00 p.m. until 5:00 a.m. except for Essential Travel or Essential Activities as those terms are defined in the Governor's Executive Order 1466. This curfew shall become effective at 10:00p.m. on April 7, 2020, and run through 5a.m. on April 20, 2020, to align with Executive Order 1466. If the Governor extends the Shelter in Place contained in Executive Order 1466, this curfew shall also extend to be consistent with it. This curfew may also be amended at any time by Motion and Order of the governing authorities of the City of Starkville.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 5: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Alderman Carver moved for adoption of the Resolution, which motion was seconded by Alderman Sistrunk, said Resolution having been introduced in writing at a regularly scheduled meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on April 7, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

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

D. Lynn Spruill
Mayor of the City of Starkville, Mississippi

Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 31, 2020 for fiscal year ending 9/30/20, 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 384,375.72
Airport Fund	015	15,049.30
Airport – Restricted Fund	016	2,519.78
Sanitation	022	46,651.72
Computer Assessments	107	175.00
Industrial Park Bond	303	3,762.75
Linkage TAP Project	310	50,100.00
Public Improv Bonds – 2018	319	405.00
Trust & Agency	610	21,953.80
Economic Dev, Tourism, Conv	630	90,604.57
Sub Total Before Utilities		\$ 615,597.64
Utilities Dept.	SED	1,342,779.27
Total Claims	Total	\$ 1,958,376.91

26. MOTION TO RECESS UNTIL APRIL 21, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until April 21, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman 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 _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 21, 2020

PAGE: 1 of 2

SUBJECT: Consideration of appointing Kristen Campanella as the City of Starkville Emergency Management Contact and Coordinator

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The last time the City appointed an emergency contact coordinator was in 2013 when Jim Britt was in that position. It also occurred in 2003.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S

AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill 662-648-9706

SUGGESTED MOTION:

Move approval of appointing Kristen Campanella as the City of Starkville Emergency Management Contact and Coordinator.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN**

The City of Starkville, Mississippi
April 15, 2003

Be it remembered that the Mayor and Board of Aldermen met at their Regular Meeting on at 5:30 p.m. in the Courtroom of City Hall on Lampkin Street. There being present were Mayor Mack D. Rutledge, Aldermen Sumner D. Davis, III, Frank M. Davis, Sr., P.C. McLaurin Jr, Lee Beck, Virgil N. Bolin, Roy A' Perkins, and Vic Zitta. Attending the Mayor and Board were City Clerk Vivian E. Collier and Interim City Attorney Ben F. Hilbun.

The meeting was opened with a moment of silent meditation and the Pledge of Allegiance to the flag.

1. **A MOTION TO APPROVE THE OFFICIAL
AGENDA , AS PRESENTED**

There came for consideration the matter of approval of the Official Agenda. After discussion, and

upon motion of Alderman Frank M. Davis, duly seconded by Alderman Lee Beck, the Board voted unanimously to approval the Official Agenda, as presented.

2. **A MOTION TO APPROVE THE MINUTES OF THE
REGULAR MEETING OF APRIL 1, 2003**

There came for consideration the matter of approval of the minutes of the Regular Meeting of April 1, 2003. After discussion, and

upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Frank M. Davis, the Board voted unanimously to approve the minutes of the April 1, 2003 Regular Meeting with the necessary corrections to order # 31.

COMMENTS FROM THE MAYOR AND BOARD OF ALDERMEN

Alderman Beck inquired about the parking spaces facing Deas Engineering on East Main Street. He wanted to know when they would be changed to parallel spaces. He further inquired about the completion of the downtown improvements.

PUBLIC APPEARANCES

Mr. Jerry King, of the North Central Mississippi United Way, appeared to give recognition to municipal employees and to Alderman Frank Davis for their support to the 2003 United Way Campaign. He presented two awards. The Bronze Award was presented to the Fire Department because of their high level of participation within the city. The Bronze Award was presented, as well, to the City of Starkville for its participation. Alderman Frank M. Davis lead the city's campaign.

Mr. Jim Britt, Oktibbeha County Emergency Management Director, appeared to discuss Homeland Security Point of Contact, as suggested by Mr. Robert Latham, Jr., Director of Mississippi Emergency Management Agency (MEMA). Governor Ronnie Musgrove has designated MEMA as the state agency responsible for coordination of homeland security information with the Department of Homeland Security and local governments. Mr. Britt has offered his services as the point of contact for all of Oktibbeha County. The Mayor suggested that Mr. Britt, or his successor, be designated as the point of contact for all emergency matters, as well as, for homeland security matters.

3. **A MOTION TO DESIGNATE MR. JIM BRITT, OKTIBBEHA
COUNTY EMERGENCY MANAGEMENT DIRECTOR, AS THE
POINT OF CONTACT FOR ALL OF THE CITY'S EMERGENCY
MANAGEMENT, INCLUDING HOMELAND SECURITY**

There came for consideration the matter of designating a County Homeland Security Coordinator, as requested by the Mississippi Emergency Management Agency. After discussion, and

upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Frank M. Davis, the Board voted unanimously to designate Mr. Jim Britt, Oktibbeha County Emergency Management Director, as coordinator of all emergency management, including homeland security.

NOTE: Mr. Britt announced that the date to test outdoor warning signals is scheduled for the first Tuesday of each month at 12:00 noon. In case of inclement weather, the alternate date is the second Tuesday.

CITIZENS INVOLVEMENT

Mr. Alvin Turner expressed appreciation for the delivery of the garbage bags and for the street improvements in process on Wood Street. However, he expressed concern for possible speeders on the improved street and for the safety of children who reside in the area. Further, he had concerns with the loud music from vehicles passing through Pecan Acres.

Mr. Steve Langston of the Downtown Business Association, expressed appreciation for the improvements that have been done in the downtown area. He said that he realizes that other projects are ongoing but that the downtown area is very important. He encouraged the Board to complete the improvements. Further, Mr. Langston encouraged the Board to seriously consider the sale of the electric department warehouse building and property to Oktibbeha County for use as space for the Circuit Court.

**THIRD RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE, MISSISSIPPI, FOR THE CONTROL OF CONTAGIOUS AND
INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND
WELFARE AND FOR RELATED PURPOSES**

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the worldwide outbreak of COVID-19, and the effects of its extreme risk of person-to-person transmission throughout the United States, Mississippi, and the City of Starkville, impact the life and health of Starkville’s citizens, as well as the economy of Starkville; and

WHEREAS, the risk of spread of COVID-19 within Starkville continues to constitute a public emergency that may result in substantial injury or harm to life and health in Starkville; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health

has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of April 17, 2020, there are 3,624 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in 129 deaths, and additional positive tests are anticipated; and

WHEREAS, as of April 17, 2020, there are 42 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least one death, and additional positive tests are anticipated; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period, which was subsequently extended through April 30, 2020, by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 23, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463, as supplemented on March 26, 2020, which limited social gatherings, limited operations of restaurants, bars, and other dining establishments to essential services, and limited attendance at hospitals, nursing homes and retirement or long-term care facilities until April 17, 2020. It further established statewide continuity of operations of critical infrastructure that ensured Essential Businesses or Operations, including those identified in the Executive Order as Supplemented and in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response," be able to operate at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, on April 1, 2020, Governor Reeves issued Executive Order 1466 implementing a statewide "Shelter In Place" order, requiring, among other things, non-essential businesses to cease operations, closing public and private recreational facilities, restricting travel only for Essential Activities and Essential Travel as defined in the Order, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, on April 17, 2020, Governor Reeves issued Executive Order 1473, which, among other things, extended the statewide "Shelter in Place" order through 8:00a.m. on April 27, 2020, amended the definition of Minimum Operations for Non-essential Businesses to allow drive-thru, curbside, and/or delivery of retail services, amended the definition of Prohibited Activities to allow beaches, state parks, state lakes, and reservoirs to re-open with

certain restrictions, and amended the definition of Essential Activities to permit recreational boating, fishing, and use of beaches with certain restrictions; and

WHEREAS, despite significant measures and recommendations, COVID-19 continues to remain a serious threat to Starkville that significantly impacts the life and health of Starkville residents, as well as the economy of Starkville; and

WHEREAS, it is necessary to take actions consistent with the Governor's Orders to protect the health, safety and welfare of Starkville residents in response to this COVID-19 State of Emergency; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §§ 45-17-5 and 33-15-17(d) allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation

to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Starkville hereby adopts the findings and regulations set forth in Executive Orders 1463 as supplemented, 1466, and 1473, as signed by Governor Tate Reeves. The City fully adopts the broad intent of those Orders, including requiring all citizens to shelter in place through 8:00a.m. on April 27, 2020, pursuant to the terms of Orders 1466 and 1473. The City further adopts the definitions of "Essential" and "Non-Essential" businesses and operations, as well as the definitions of "Prohibited Activities," "Essential Activities," and "Essential Travel," as defined and incorporated by reference in Executive Orders 1463 as supplemented, 1466, and 1473.

Section 2: All essential businesses, agencies and units of government located within the City of Starkville shall take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19. To the extent any business is an "Essential Business or Operation" under Executive Order 1463, such business may remain open to the public to the extent necessary to allow them to operate at such a level necessary to provide essential services and functions.

Section 3: A general curfew shall continue in the City limits of Starkville from 10:00 p.m. until 5:00 a.m. except for Essential Travel or Essential Activities as those terms are defined in the Governor's Executive Orders 1466 and 1473. This curfew remains effective through 5a.m. on April 27, 2020, to align with Executive Order 1473. If the Governor extends

the Shelter in Place contained in Executive Order 1473, this curfew shall also extend to be consistent with it. This curfew may also be amended at any time by Motion and Order of the governing authorities of the City of Starkville.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 5: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Alderman _____ moved for adoption of the Resolution, which motion was seconded by Alderman _____, said Resolution having been introduced in writing at a regularly scheduled meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on April 21, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted: _____

Alderman Sandra Sistrunk voted: _____

Alderman David Little voted: _____

Alderman Jason Walker voted: _____

Alderman Hamp Beatty voted: _____

Alderman Roy A'. Perkins voted: _____

Alderman Henry Vaughn voted: _____

D. Lynn Spruill
Mayor of the City of Starkville, Mississippi

Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 21, 2020

PAGE: 1 of 21

SUBJECT: Consideration of Adopting a policy for departments to deal with infectious disease outbreaks in the City of Starkville.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: As the City of Starkville has never dealt with an infectious disease outbreak and has proceeded without any particular road map for department heads to follow. I asked them to consider the responses we have had to adopt and provide some guidance based on our current situation in preparation for any future outbreaks that might occur from the current virus or some other disease.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill 662-648-9706

SUGGESTED MOTION:

Move approval of adopting a policy to provide guidance to city departments for handling infectious disease outbreaks within the City of Starkville.

CITY OF STARKVILLE

INFECTIOUS DISEASE POLICY MANUAL FOR DEPARTMENT OPERATIONS

110 WEST MAIN STREET
STARKVILLE, MS 39759

TABLE OF CONTENTS

GENERAL.....	3
FLEXIBLE (FLEX) OPERATIONS.....	4
DEPARTMENT OPERATIONS.....	5
AIRPORT.....	5
CITY CLERK.....	6
COMMUNITY DEVELOPMENT.....	7
Building and Code Enforcement.....	7
Planning and Development.....	8
COURTS.....	9
ENGINEERING & STREETS.....	10
FIRE.....	11
HUMAN RESOURCES.....	13
INFORMATION TECHNOLOGY.....	13
PARKS AND RECREATION.....	14
POLICE.....	15
SANITATION AND ENVIRONMENTAL SERVICES.....	17
UTILITIES.....	18

GENERAL

This manual is a general framework for departmental policy for the safety of employees, the public we serve and to foster the continuity and order of the operations during an infectious disease outbreak.

It is based on the assessment of the department heads determined in response to the specific outbreak of COVID-19 during the month of March in 2020. The policy may be amended as further information come to light to inform the response methods and threat levels.

One of the goals is to make all city staff aware of department specific policies prior to an infectious disease outbreak. The more knowledge the staff has prior to an event, the more likely operations can continue without unnecessary interruptions and that the City can address effectively essential operations. The City is committed to protect the employees from exposure during severe outbreak conditions. The manual should be included in any training during staff meetings. It doesn't address all circumstances or situations for all departments. It does provide a basic level from which to draw responses to the situation being faced.

This manual is applicable to all City departments. Each department operates differently and as such each department will need to develop a unique set of procedures that will allow for a sustainable level of operations before, during and after an infectious disease outbreak. Each department should have this infectious disease operations manual readily available in their main office.

City employees shall exercise the use of gloves and masks/facial coverings as made available and as recommended by CDC, WHO and local guidelines. Personal protective equipment shall be kept available at the first sign of an outbreak.

We have adopted three levels of severity—low, medium, high and critical. Departmental operations and personnel must have a plan and be able to adapt quickly and efficiently based on the severity level of the threat presented. The Mayor will use national, regional, state and local guidelines in consultation with staff and the Board of Aldermen, to determine how the City of Starkville should classify an infectious disease outbreak. For the purposes of this manual, classifications are listed below:

Low severity-No reported cases within the State of Mississippi. No cases identified in the City of Starkville or Oktibbeha County.

Medium severity-At least one (1) case is reported in Starkville and/or Oktibbeha County. Regional outbreak is expanding rapidly. The State of Mississippi has more than ten (10) confirmed cases. Please note that medium severity classification and the operational guidelines that go in effect during medium severity vary by department. The threat level indicates an outbreak is possible.

High severity-More than ten (10) cases in Starkville and/or Oktibbeha County. Multiple adjacent counties have confirmed cases. Imminent local outbreak is highly likely. The threat is not currently contained.

During severe outbreaks, the Mayor and Board of Aldermen shall continue to hold open meetings as required by Mississippi State law, but may opt to do so using telephone and video conferencing as the capability of the respective board members is considered. Meeting attendance, though open to the public, will be highly discouraged. The Mayor and Board will be transparent in their communication with the public and will rely heavily on social media and websites and provide video recordings of the proceedings. The Mayor and Board of Aldermen will remain in full compliance with any Presidential or Governor's executive orders related to the outbreak.

Department specific policy should be posted on individual department websites as well as the city's website and social media outlets.

FLEXIBLE (FLEX) OPERATIONS

During infectious disease outbreaks, the City of Starkville must operate critical operations to an acceptable level of service (LOS) in order to maintain calm and order and meet our mission of serving the public. In emergencies, City employees must be willing to serve in capacities outside of what we were hired to do. An infectious disease outbreak may require personnel to shift responsibilities in order to assist the health, safety, and welfare of the public. Each department head should inform staff that, as a city employee, on some occasions. He or she might have to perform tasks for other departments. Departments should understand any specific health risks of their employees. Employees are the greatest resource the City of Starkville has. This resource may need to be shared between departments at times to fulfill an acceptable level of service.

All city departments perform critical services for the public, however, for the purposes of this manual, critical services is defined as services that prevent immediate threat to health and safety of citizens during emergency situations.

DEPARTMENT OPERATIONS

The following list will outline the services provided by each department depending on the level of severity. For example, in a low severity outbreak, most of the departments will operate as normal, however, during a severe outbreak only services that are critical to the health, safety and welfare of the public should be executed. Departments are responsible for administration of the tasks listed below during outbreaks.

AIRPORT

The George M. Bryan airport operation is the responsibility of the City of Starkville. It is a General Aviation (GA) non-commercial airport serving the City of Starkville, Oktibbeha County and Mississippi State University and surrounding areas. The City manages the leasing of hangars and tie down spaces and coordinates with tenants for the services to keep their airplanes operational. The staff manages the fuel services and the maintenance of the airport lounge, runway, taxiway and ramp.

Low Severity – The airport will carry on all operations normally. All healthy staff will remain at work and any staff showing signs of symptoms should not come to the office and if they have any symptoms they will be asked to leave.

Medium Severity – The airport will remain open for take-off and landing traffic. The sale of fuel will continue. The pilot lounge will be monitored for selective closure and will be cleaned and disinfected regularly depending on the frequency of use.

High Severity – The airport may remain open for take-off and landing traffic. The sale of fuel will be self-serve only. The pilot lounge will be closed and all city managed operations will be suspended. The airport personnel will be available by phone contact only and will exercise extreme caution using gloves and protective gear to disinfect the self-serve fuel pumps and all accessible areas of the airport on a daily basis.

Name	Title	Phone	Email
Rodney Lincoln	Airport Director	662-418-5900	rlincoln@cityofstarkville.org
Courtney Cox	Airport Operations	662-722-8815	c.cox@cityofstarkville.org

The Fixed Base Operator (FBO) number is 662-615-1848 and will be forwarded to the numbers above. George M. Bryan field can operate without direct interaction with the public. It is necessary to monitor the fuel pumps and maintain adequate fuel dispensing levels. The management of the use of the pilot lounge for the purposes of filing flight plans can be done by the pilots using their cellphones or aircraft radio contact.

Transportation is considered an essential service. The airport personnel perform critical services in maintaining access to fuel for aviation transportation needs. Though Golden Triangle Regional Airport is also operational with a control tower and a precision approach procedure within a twenty (20) mile distance from this local airport the George M. Bryan Field will continue to maintain operations as circumstances allow.

City Clerk

The City Clerk's office collects city revenues, prepares and executes budgets, payroll and accounts payable as well as performs bookkeeping and accounting as required per State law, and records public meetings and conducts elections.

Low severity - All operations will carry on normally with particular emphasis on disinfection. Staff who exhibit symptoms should stay home and immediately notify his/her supervisor. Any staff who arrive at work and show symptoms will be sent home.

Medium severity - The City Clerk's office in City Hall will be closed to the public. Contact information and instructions on making payments online, via dropbox, or USPS will be posted on the front door of City Hall. Office operations will carry on with limited staff. The reception desk will remain open with precautions in place.

High severity - The City Clerk's office in City Hall will be closed to the public. Citizens will be encouraged to make payments via US Mail. Drop box will be setup outside of front doors. Non-essential staff will work remotely unless it is a payroll or accounts payable week. The reception desk phone will be staffed as personnel are available to respond to phone calls but the lobby will be closed to public access.

The City Clerk's office operates with 6 full-time employees and three part-time employees. Contact information for key personnel is listed below:

Name	Title	Phone	Email
Lesa Hardin	City Clerk	662-418-6344	l.hardin@cityofstarkville.org
Mary Ivy	Payroll	662-323-2525	m.ivy@cityofstarkville.org
Leanne McGarr	Accounts Payable	662-323-2525	l.mcgarr@cityofstarkville.org

Joanna McLaurin	Assets, Grants, Bids	662-323-2525	j.mclaurin@cityofstarkville.org
Jameika Smith	Accounting Assistant	662-323-2525	Ja.smith@cityofstarkville.org
LaShonda Wilson	Accounts Receivable	662-323-2525	l.wilson@cityofstarkville.org
On Line Bids			bids@cityofstarkville.org

The City Clerk's office typically has high public interaction; however, the Clerk's office has the ability to operate efficiently with no direct interaction with the public. Department should have policies in place to operate remotely, including call forwarding. The public should be informed when the staff is not in their office and how to reach them. City issued cell phones, laptops, iPad etc., can be taken home during severe outbreaks as approved by the department head.

The City Clerk is responsible for keeping staff informed about limited or cancelled operations.

The City Clerk performs critical services. The City Clerk's staff may be asked to assist flex operations.

COMMUNITY DEVELOPMENT DEPARTMENT

Building and Code Enforcement

The Building Division is responsible for reviewing commercial and residential building plans, issuing building permits, and performing building inspections.

The Code Enforcement Division is responsible for enforcing city codes for public health, safety and welfare.

Low severity - The Building and Code Enforcement Divisions will carry on all operations normally. All healthy staff will remain at work. Any staff showing signs of symptoms should not come to the office and will be sent home.

Medium severity - The Building and Code Enforcement Divisions office at City Hall will be closed to the public. Contact information should be posted on the front door of City Hall. Basic services may be completed remotely with limited staff. On-site inspections can be performed by one or two inspectors as directed by the Community Development Director. Inspectors can review plans remotely using email or MyGov System. At least two staff can perform vital operations like issuing permits, scheduling inspections, performing inspections, and reviewing plans. To prevent in-person interaction, the Building and Code Enforcement Divisions will require submissions to be uploaded to the city's MyGov application site.

High severity - Building and Code Enforcement Divisions will operate 100% remotely. Plan reviews and inspections will be performed remotely. If approved by the Community Development Director, inspections may be done via online and photograph. Permits will be issued through MyGov software remotely. Any code enforcement will be done independently and only one staff member is to occupy a city vehicle at one time.

Name	Title	Phone	Email
Simon Kim	Community Development Director	662-722-0139	s.kim@cityofstarkville.org
Markez Quinn	Community Development Administrator	662-722-1648	m.quinn@cityofstarkville.org
Emmanuel Moore	Building Inspector	662-418-8758	e.moore@cityofstarkville.org
Mike St. Louis	Building Inspector	662-722-8877	m.stlouis@cityofstarkville.org
Jeff Lyles	Code Enforcement Officer	662-418-3404	jblyles@cityofstarkville.org
Lyle McCaskey	Code Enforcement Officer	662-435-1719	l.mecaskey@cityofstarkville.org

The public should be informed when the staff is not in their office and how to reach them. City issued cell phones, laptops, iPad etc., can be taken home during severe outbreaks. City vehicles may be taken home if approved by the Community Development Director.

Building and Code Enforcement Divisions do not perform critical services. Employees of Building and Code Enforcement Divisions may be asked to assist in *flex operations*.

Planning

The Planning Division is responsible for facilitating the development of land in the City of Starkville using the following tools: The Comprehensive Plan and the Unified Development Code. Several Boards and Commissions are supported by the Planning Division.

Low severity - The Planning Division will carry on all operations normally. All healthy staff will remain at work. If employees arrive at work and are ill they will be sent home. Interns may be temporarily dismissed.

Medium severity - The Planning Division office at City Hall will be closed to the public. Contact information and detailed instructions and schedules should be posted on the front door of City Hall. Planning will operate basic services with limited staff. Design professionals will be required to submit documents electronically. In-person correspondence and public meetings will be limited. The Planning & Zoning Commission will continue to meet telephonically, but other commissions will be rescheduled.

High severity - The Planning Division office at City Hall will be closed to the public. The Planning Division will continue operate 100% remotely. Site plan review processes will be done remotely. Planning and Zoning Commissions will be postponed or will meet using telephone or video conferencing. Required public hearings will be held utilizing the CDC and social distancing guidelines. The Planning Division will communicate with design professionals remotely via email.

Name	Title	Phone	Email
Simon Kim	Community Development Director	662-722-0139	s.kim@cityofstarkville.org
Daniel Havelin	City Planner	662-722-0012	d.havelin@cityofstarkville.org
Emily Corban	Assistant City Planner	662-418-1307	e.corban@cityofstarkville.org

The Planning Division can operate efficiently with no direct interaction with the public. The Planning Division should have policies in place to operate remotely including call forwarding. These policies may be sent to design professionals prior to a severe outbreak. The public should be informed when the staff is not in their office and how to reach them. City issued cell phones, laptops, iPad etc., can be taken home during severe outbreaks.

Planning does not perform critical services. Planning employees may be asked to assist flex operations.

Municipal Court

Municipal Court is the local justice branch of the City of Starkville, enforcing state and local law and ordinances. Municipal Court collects fines and manages the municipal court schedule.

Low severity - All operations will carry on normally with particular emphasis on disinfection. Staff who exhibit symptoms should stay home and immediately notify his/her supervisor.

Medium severity -The Municipal Court will remain open with precautions. Visitors and public shall not

be allowed in work area. Staff should keep distance from the public. Weekly court may be postponed or docket limited based on severity. Staff should follow good disinfection practices, use gloves and masks as necessary for personal protection.

High severity -The Municipal Court office will be closed to the public. Internal operations will be limited to essential staff. Weekly court hearings will be cancelled. Staff may interact via telephone and email if possible. Visitors and public shall not be allowed in work areas. Use of protective personal equipment shall be required.

Name	Title	Phone	Email
Jodi Hogue	Court Clerk	662-418-3380	j.hogue@cityofstarkville.org
Pam Simpson	Deputy Court Clerk	662-323-2525	p.simpson@cityofstarkville.org
Chana Brooks	Deputy Court Clerk	662-323-2525	ch.brooks@cityofstarkville.org
Alicia Hu	Deputy Court Clerk	662-323-2525	a.hu@cityofstarkville.org
Shay Holmes	Deputy Court Clerk	662-323-2525	s.holmes@cityofstarkville.org

Municipal Court has high public interaction. During severe outbreaks, court operations may be temporarily suspended. Prior to an event, Court Clerk should determine how to shift personnel internally should staff become ill.

The Court Clerk is responsible for keeping staff informed about limited or cancelled operations.

Municipal Court performs critical services. Court staff may be asked to assist in flex operations.

Engineering and Streets

The Engineering and Streets Department is responsible for operations of the Street Department and the Engineering Department. The Street Department maintains streets, ditches, storm drains, signage and areas within the public right- of-way. The Office of Engineering is responsible for the design, construction, and oversight of public infrastructure projects.

Low severity - Street Department and Engineering Office will carry on all operations normally. All healthy staff will remain at work. Any staff reporting to work with symptoms will be sent home.

Medium severity - The Engineering Office at City Hall will be closed to the public. Contact information with detailed instructions on critical services shall be posted to the front door of City Hall. The Street Department will prioritize operations based on immediate safety concerns. Examples include, repair failed pavement, replace critical signs, and maintain critical drainage ways and ditches.

The Engineering Office will coordinate street activities, but will be closed to the public. Critical office operations (i.e. Securing construction projects for shutdown, monitor flooding, addressing critical infrastructure issues, etc.) must continue and shall be completed remotely with minimal public interaction.

High severity - Street Department would operate on an emergency basis with limited staff. Road repairs, blocked streets, flooding, and emergency assistance are the type of events that would warrant staff. The Engineering Office will suspend all construction projects, site plan review, project development, etc. that cannot be done remotely. Key personnel will monitor activities and inform emergency crews if they are needed. Personal protective equipment shall be utilized.

Contact information for key personnel is listed below:

ENGINEERING DEPARTMENT

Name	Title	Phone	Email
Edward Kemp	City Engineer	662-418-5151	e.kemp@cityofstarkville.org
Cody Burnett	Assistant City Engineer	662-397-0357	c.burnett@cityofstarkville.org

STREET DEPARTMENT

Main Phone Number for non-emergencies: 662-323-9676 (will be forwarded or appropriate voicemail provided) or email to t.cole@cityofstarkville.org

Name	Title	Phone	Email
Chris Black	Operations Manager	662-341-5392	c.black@cityofstarkville.org
Larry Black	Street Superintendent	662-769-0317	l.black@cityofstarkville.org

The Street Department will continue to receive all calls either via call forwarding or by voicemail recording. Voicemails will be modified to reflect the change in work status and response.

The Engineering Office will have policies in place to operate remotely including call forwarding

and encouraging email interaction.

City vehicles, including the Street Department, may be taken home as directed by the City Engineer.

Engineering and Streets perform critical services for the City of Starkville. Engineering employees may operate under Flex operation conditions as directed.

Fire

The Starkville Fire Department performs fire suppression, rescue, hazardous material incidents, advanced and basic life support. **The ongoing operations of the Fire Department even during a high-risk outbreak is vital for the public health, safety and welfare.**

It is imperative that Fire Department employees who exhibit symptoms do not come to work. A memo has been issued to all personnel, stating the measures to take for a firefighter who becomes ill. Continued operations during emergencies is paramount.

Low severity - All operations will carry on normally with the addition of basic PPE for employees. Employees who exhibit symptoms should stay home and immediately notify his/her supervisor.

Medium severity - All operations will carry on normally. Non-essential office staff may operate remotely with Chief's approval. The stations will be closed to the public and visitors.

High severity - All operations will carry on with limited personnel. Non-essential office staff may operate remotely with Chief's approval. The stations will be closed to the public and visitors.

The Fire Department operates with 67 full-time employees and 5 part-time employees. Contact information for key personnel is listed below:

Name	Title	Phone	Email
Charles Yarbrough	Fire Chief	662-722-0051	c.yarbrough@cityofstarkville.org
Clarence Parks	Training Chief	662-769-0833	c.parks@cityofstarkville.org
Stein McMullen	Fire Marshall	662-418-3359	smcmullen@cityofstarkville.org
Mark McCurdy	Fires Marshall	662-769-0037	mmccurdy@cityofstarkville.org

The Starkville Fire Department operates with a high level of public interaction. Crews that provide medical support, however, may come in contact with a contagion. In Medium severity

and High severity incidents, the fire department will limit the number of responders to medical calls. We will only respond, when requested by Pafford or OCH Ambulance Services. PPE should be worn on medical calls during an outbreak.

During a severe outbreak the Fire Department can operate with a limited crew if necessary, however at least a 17 member-team must be working at all times. If minimum manning cannot be maintained, additional provisions will be made.

The Fire Department performs critical services.

Human Resources

Human Resources (HR) provide leadership and operational support to the departments of the City of Starkville. Human Resources coordinates and keeps municipal records for insurance claims involving the city and acts as a liaison to the Mayor and Board of Aldermen.

Low severity – HR will carry on all operations normally with special attention to the cleanliness/disinfection of work spaces. All healthy staff will remain at work. Anyone exhibiting signs of illness will be sent home.

Medium severity – The HR office at City Hall will be closed the general public. Contact information for both offices will be posted on the front door of the Mezzanine floor. HR will operate basic services with limited staff as required. Non-essential staff may work remotely.

High severity – The HR office will operate basic services with limited staffing. The HR office will continue to be closed to the public. Communications with the public will be through the city's website and social media.

Contact information for key personnel is listed below:

Name	Title	Phone	Email
Nav Ashford	HR Director	662-552-0867	n.ashford@cityofstarkville.org
Stephanie Halbert	Asst. HR Director	662-769-0896	s.halbert@cityofstarkville.org
Michelle Polk	Admin. Assistant	662-323-2525	m.polk@cityofstarkville.org

HR will have limited public interaction. HR can operate efficiently with no direct interaction with the public. Departments should have policies in place to operate remotely, including call forwarding. The public should be informed when the staff is not in their office and how to reach them. City issued cell phones, laptops, iPad etc., can be taken home during severe outbreaks. Personal protective equipment shall be utilized when personally interacting with employees.

HR performs critical services by providing necessary internal support to other departments.

Information Technology (IT)

The City of Starkville Information Technology Department is tasked with providing, maintaining and managing the technology tools required to empower employees to perform their duties with high efficiency and effectiveness, while maintaining the highest levels of data and network security during normal operations, as well as during emergency situations.

Low severity – Technology operations and services will continue normally with operations continuing. Any personnel exhibiting symptoms will be sent home.

Medium severity – Technical support for critical functions and activities will be prioritized. IT offices will be closed to non-IT personnel. Any personnel who can work remotely will be doing so.

High severity – Technical support for emergency operations and communications will continue remotely and will operate on site under critical and essential circumstances only.

Name	Title	Phone	Email
Joel Clements	IT Director	662-418-0814	Joel.clements@cityofstarkville.org
Scott Grice	Principal Systems administrator	662-418-7272	s.grice@cityofstarkville.org
Matt Addy	Systems administrator	662-684-9043	m.addy@cityofstarkville.org
Will Alford	Systems administrator	662-418-1698	w.alford@cityofstarkville.org

The Help Desk emails all the IT team members. helpdesk@cityofstarkville.org

IT personnel perform critical services to the various departments in allowing for the continued operation using remote means to maintain their respective functions.

Park and Recreation Department

The Starkville Park and Recreation Department offers recreation opportunities to the citizens of Starkville and Oktibbeha County and for out of town tournament visitors. The functions include

rental space for events and activities and children's programs as well as tournaments and recreational games for all sports.

Low severity – All operations will carry on normally with particular emphasis on disinfecting drinking fountains, bathrooms and concession areas. Staff who exhibit symptoms should remain at home and immediately notify the his/her supervisor.

Medium severity – The park and recreation buildings will be closed to the public and the administrative staff will work remotely when possible. The public access to the outdoor parks will be allowed with the cleaning staff monitoring the bathrooms and water fountains and pavilion areas for regular cleaning.

High severity – The parks will be closed for all public use and access. Any scheduled games and events will be cancelled and operations will continue with minimum staff. Non-essential staff should work remotely.

The essential personnel contacts are listed below:

Name	Title	Phone	Email
	Parks Director		
Trent Helms	Maintenance Director	662-341-0475	Thelms@starkvilleparks.com
Lisa Cox	Programs Coordinator	662-341-0420	lcox@starkvilleparks.com
Nick Callahan	Athletic Supervisor	662-542-3641	ncallahan@starkvilleparks.com

The parks are widely used by the public. Several surfaces in the park are particularly susceptible for transmission of contagious elements. During a low severity outbreak, all employees are expected to work if healthy, during medium and high outbreak the essential employees will be evaluated as the circumstances dictate the need. All staff may be redirected to other operations/departments as needed to perform essential city operations.

Parks and Recreation does not perform critical services. The staff may be asked to assist in flex operations.

Police Department

The Starkville Police Department protects the safety of the community. Due to the nature of their service, many policies are handled internally. **The ongoing operations of Starkville Police, even during a high-risk outbreak, is critical for the public.**

It is imperative that Starkville Police Officers who exhibit symptoms inform their immediate supervisors. Supervisors shall isolate or send symptomatic individuals home to protect remainder of staff and citizens. Continued operations during emergencies is paramount.

Low Severity - All operations will carry on normally with the addition of basic personal protection equipment (P.P.E.) for staff. Anyone exhibiting symptoms will be sent home.

Medium Severity - Police Department has internal procedures for emergency events. Staff must continue to perform necessary duties. Any staff available shall be redirected to assist where needed. Visitors, other than the lobby, shall be restricted. Suspension of non-essential internal and external training is implemented.

High Severity - Police Department has internal procedures for emergency events. Staff must continue to perform necessary duties, even with limited staff, if necessary. Self-quarantining, social distancing, and limiting exposure through contact is highly stressed. Sanitizing stations are deployed for entry into police building. Administrative and Investigative personnel are deployed for operational support in anticipation of increased calls. Actively participating in incident command operations with local, state, and federal authorities is mandated.

Starkville Police Department operates with 60 full-time sworn officers, 12 full time civilian employees, 3 part time civilian employee, and 1 fulltime parking employee. Contact information for key personnel is listed below:

Name	Title	Phone	Email
Mark Ballard	Chief	662-323-2700	mballard@cityofstarkville.org
Henry Stewart	Assistant Chief	662-323-2700	hstewart@cityofstarkville.org
Tom Roberson	Lieutenant, Investigations	662-323-0393	t.roberson@cityofstarkville.org
Mike Edwards	Lieutenant, Patrol	662-323-4131	m.edwards@cityofstarkville.org
William Durr	Lieutenant, Admin Support Svcs	662-323-4131	w.durr@cityofstarkville.org
Bill Lott	Special Projects	662-323-4131	b.lott@cityofstarkville.org
Kenny Watkins	Lieutenant, Patrol	662-323-4131	k.watkins@cityofstarkville.org

The Starkville Police Department has a high level of public interaction. Police respond to all calls of services, and are open 24 hours a day, 7 days a week, 365 days a year. The Starkville Police Department has a written chain- of-command should the infectious disease occur internally. Critical operational tasks should be outlined in written form before such events occur. A majority of officers must be available during emergency events to protect health, safety, and welfare.

During severe outbreaks, an increase in calls for service are expected. Supervisors may be able to use and direct department personnel where needed. In order to limit exposure in limited outbreaks, the main office may be open limited hours based on the internal plan with heightened security.

The Starkville Police Department performs critical services.

Sanitation and Environmental Services Department

The City of Starkville Sanitation & Environmental Services Department provides residential/commercial garbage pickup, curbside recycling, rubbish pickup and landscaping/right of way maintenance and beautification services for the City of Starkville residents.

The Sanitation and Environmental Services department will operate during the various threat levels with the utmost care for the employees and the citizens of Starkville. Due to the importance of the services provided by the Sanitation and Environmental Services Department it is critical that anyone who is exhibiting symptoms does not come to work or they will be sent home.

Low severity – The department will continue to operate normally with the regular trash and rubbish pickup schedule. The work on the city landscape and beautification efforts will continue. The department will monitor staff and if anyone is exhibiting symptoms they will be sent home. Protective personal equipment will be diligently employed.

Medium severity – The department will continue with trash collection and rubbish collection as equipment and personnel allow. Scheduling may be modified to allow for best use of the employees. Administrative staffing will be reduced to the minimum required to provide information and continuity to operations. The landscaping and litter control services will be conducted as staffing allows.

High severity – Residential collection will be reduced to one collection day per week. All other operations would cease. Commercial collection would be limited based on the availability of the drivers. Administrative staff will be expected to work remotely to allow for communication of scheduling. Some administrative staff may be required to be on site for continuity with operations.

Name	Title	Phone	Email
Calvin Ware	Department Head	662-617-2912	calvin.ware@cityofstarkville.org
Chris Smiley	Lead Foreman	662-418-2969	c.smiley@cityofstarkville.org
Melinda Johnson	Administrative Assistant	662-418-7355	m.johnson@cityofstarkville.org

Sanitation is considered a critical service to the City of Starkville. Trash collection for residences and businesses must continue with a schedule that minimizes any health and safety concerns for the staff and the City. Personal Protective Equipment (PPE) should be utilized as part of the operation in order to reduce possible contamination of crews and infection of personnel.

Starkville Utilities

Starkville Utilities provides electric, water, and sewer service to citizens of Starkville, Mississippi and customer service/billing for sanitation customers. Utility services are provided through a network distributions system for water and electricity. We pump and treat water from 7 wells with 5 elevated storage tanks and own and manage a regional wastewater treatment facility.

The continuous and reliable operations of all Starkville Utilities even during a high-risk outbreak is vital for the public. Quarantined individuals will rely heavily on basic utility services for their health and welfare. It is imperative that Starkville Utilities employees who exhibit symptoms associated with the virus do not come to work and /or are sent home if become present during the work shift. Adherence to social spacing and frequent hand washing will be encouraged.

Low severity - All operations will carry on normally with the addition of basic PPR for employees. Employees who exhibit symptoms and do not stay home will be reprimanded (this applies to all levels of severity).

Medium severity – All Starkville Utilities offices and facilities will be closed to the public, except for the drive-thru at the Main Office. Contact information, instructions on how to pay bills, and emergency information will be posted on the front door of the office at 200 North Lafayette Street. Information will also be posted on social media sites. Notices will be placed on doors of both water and electric operations centers limiting entry to only department personnel. Non-essential employees will be sent home.

Limited employees in the office will wear appropriate PPE, including gloves.

Electric operations will go on partial stand-by. Water and Sewer operations would go on partial stand by. Work shifts and work weeks may be adjusted to ensure distancing while handling emergencies and critical activities.

Installation of water/sewer taps, and maintenance operations would cease. The Wastewater treatment plant would go on partial standby with only critical employees working limited hours as needed for required standards. PPE would be provided to all Wastewater staff. Lastly, water plant would operate normally with rotation as needed. If operators or their family members exhibit symptoms, they are to report to the Assistant General Manger immediately.

High severity - Starkville Utilities main office and operation centers will remain closed to the public. The drive-thru will be open and used for payments of cash and checks. Contact information, instructions on how to pay bills, and emergency information will be posted on the front door of the office at 200 North Lafayette Street. Calls will be forwarded to staff working remotely. Billing services will be processed online.

Communications with the public will be through website and social media. Electric operations would go on full-standby reporting only for outages, emergencies and critical/essential operations. Water treatment, lift station, and wastewater treatment would go on rotations as they do on weekends to respond to emergencies and critical tasks. All critical/essential operations shall continue during outbreaks.

Starkville Utilities operates with 70 full-time employees and 3 part-time employees. Contact information for key personnel is listed below:

Name	Title	Phone	Email
Terry Kemp	General Manager	662-418-9445	tkemp@starkvilleutilities.com
Jacob Forrester	Asst. General Manager	662-722-0238	jforrester@starkvilleutilities.com
Eileen Hill	Admin Assistant	662-722-0089	ehill@starkvilleutilities.com
Jason Horner	Electric Sys Engineer	662-722-0459	jhorner@starkvilleutilities.com
David Leal	Lead Line foreman	662-722-2534	dleal@starkvilleutilities.com
Vincent McKenzie	Water sys Engineer	662-722-0459	vmckenzie@starkvilleutilities.com
Sean Johnston	Chief Water Operator	662-722-0033	sjohnston@starkvilleutilities.com
Thomas Ware	Chief Wastewater Operator	662-769-2166	tware@starkvilleutilities.com

The main office of Starkville Utilities has a high level of public interaction, but the operation centers do not. Operations/construction crews are expected to operate during outbreaks to provide essential services and respond to emergencies. This may require a shift in work schedules daily/weekly to complete tasks while adhering to distancing directives. Each division has a written chain-of-command, should the infectious disease occur internally.

Essential operational tasks will be scheduled and assigned daily. Crews will adhere to guidelines of no gathering and maintaining distancing from contractors and customers while carrying out needed tasks. More than two (2) employees may be required to perform critical/essential services. During a low severity outbreak, all employees are expected to work if healthy. During medium and sever outbreaks all available employees will be utilized and expected to be flexible in rotation/shift changes and work schedules to carry out necessary tasks as they develop.

During medium and sever outbreaks, an increase in customer calls is expected. Phones will be directed to on-call staff to respond. Expanded office hours may be implemented.

Starkville Utilities performs critical services. Starkville Utilities staff may be asked to assist flex operations



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 21, 2020

PAGE: 1 of 3

SUBJECT: Discussion and consideration of the response to the impact of the COVID 19 pandemic on the City of Starkville budget revenue projections and budget amendment requirements.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This stems from the City's declaration of a state of emergency and the loss of revenue stemming from the closing of retail stores and restaurants and the loss of sales tax.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill 662-648-9706

SUGGESTED MOTION:

Move approval of the measures to address the revenue loss from the COVID-19 pandemic:

Budget amendment as presented by the City Clerk

Reduction of the beginning fund balance in the amount of \$450,000

20% reduction in the salary of the Mayor and Board of Aldermen and Department heads for the pay period from April 24-May 21, 2020.

Furlough of identified personnel for the pay periods from April 24 -May 21, 2020.

Administrative leave without pay from April 22-23 with the use of leave to supplement the 2 day lag

RECOMMENDATION FOR OUR RESPONSE TO THE CONTINUING COVID-19 PANDEMIC

Board,

These are the actions I am recommending based on our current situation regarding the COVID-19 virus. If our economy proves better than the projections, then we can rescind and modify any number of things on this list. None of these are actions that any of us want to take. Our employees are our greatest asset, but they are also our greatest expense. We simply can't continue without considering our loss of revenue and what that means for the remainder of our fiscal year and possibly into the next fiscal year. These are my recommendations with the accompanying budget numbers in the table below.

REVENUE ADJUSTMENTS -BASED ON PROJECTED SALES TAX AND OTHER REVENUE LOSSES

CUTS IN REMAINING DEPARTMENT BUDGETS FOR THE FISCAL YEAR 2019-2020

20% PAY CUT FOR DEPARTMENT HEADS, MAYOR & BOARD MEMBERS (STARTING APRIL 24 UNTIL MAY 21)

FURLOUGHS – PER DEPARTMENT BASIS (STARTING APRIL 24 UNTIL MAY 21)

REVENUE REDUCTION @35% SALES TAX LOSS	\$ 1,300,000
DEPARTMENT COST REDUCTIONS REMAINDER OF 2019-2020	\$ 737,500
USE OF ENDING FUND BALANCE FUND	\$ 450,000
DEPARTMENT FURLOUGHS FOR 2 PAY PERIODS	\$ 100,000
DEPARTMENT HEADS, MAYOR AND BOARD OF ALDERMEN	\$ 15,000

We have looked at the varying options for how we stem the financial bleeding from our city and address the issues that are critical as we continue to operate and have ongoing expenses from payroll and operations.

The first step was to gauge what our revenue losses were going to be. The assumptions used are:

- 1) The students will not return in full force until the middle of August.
- 2) The community as a whole will not ramp up again until closer to the first of October which carries us through the end of our current budget year.
- 3) The findings of the Mississippi Department of Revenue that loss of revenue will be between 25% -40%

We will not have the precise numbers about our first full pandemic, shelter in place month loss in revenue until June. The February numbers show a slight reduction. March will be a partial month shut

down that will give further indications of the depth of loss but April will be our first full month of a shutdown. Until that time, we will be flying blind and have to make decisions on assumptions that may prove to be incorrect. I am assuming an impact for the remainder of the 2019-2020 budget year. That will put us at a 6-month recovery response for the purposes of this recommendation to the board.

I am recommending that our budget amendment reflect a 35% reduction in our budget revenue figure (from sales tax and 2% revenue) of \$1,300,000.

To address this shortfall, the first most responsible step was to determine where and what each department could cut from their line items in the remaining 2019-2020 budget year. After the mid-year budget meeting with each department head the budget amendment that will be presented for the board's consideration will be a savings of approximately \$737,500. This should allow us to continue in to serve our community with very little, noticeable changes in the level of service.

I am recommending that we take an additional \$450,000 from the ending fund balance. That leaves us with just under \$1,000,000 in that fund. However, since we have no idea what the duration of this will be, I don't believe we should deplete it any further at this time. If this impact goes on into the fall and then that money will evaporate rapidly and we must have some ability to meet our obligations.

We have personnel who have been on paid administrative leave since March 17, 2020. We have reached the point that we need to determine the next course of action for the upcoming weeks. It is not possible for us to continue to pay our personnel to be at home. Now is the time when we need to set the course we will travel for the next month (2 pay periods) at a minimum.

The decision is predicated on what will offer the best options for our employees and still allow us to maintain our fiscal strength.

I asked Nav to analyze from several different angles. What does it mean to furlough vs to layoff vs a reduction in hours across the board? What is the best option for our employees and their ability to receive unemployment benefits and be assured of a job when we are able to get back to full operations? He has provided a memo to the Board about that option and its implications.

I also asked the department heads to look at their staff and determine who would be identified for a short duration furlough. They have made the hard decisions and have provided that information to Mr. Ashford.

The numbers in the table show a layoff for 2 pay periods beginning with the April 24th pay period and ending with the May 21st pay period. This will allow our employees to retain their healthcare benefits and draw unemployment that will make them whole and perhaps put them ahead for the scheduled time off. The time between April 21, 2020 and April 24, 2020 when the furlough takes place will be unpaid administrative leave for which they can use their leave to make up the difference.

These are extremely hard times, the likes of which we have never seen. We must be swift with our recognition of the trend and make adjustments as we see what is happening (either positive or negative). I appreciate your service to our city and want us to work together toward what the best course is for us to weather this storm.

Lynn



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

AGENDA ITEM DEPT.: Board of Alderman
AGENDA DATE: April 21, 2020
PAGE: 1 of 1

SUBJECT: Consideration of calling for the first public hearing to amend section 14.7.5(a) of the Unified Development Code to extend the grace period for nonconforming signs for one year until May 5, 2022.

AMOUNT & SOURCE OF FUNDING:

HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman David Little

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Board of Alderman
AGENDA DATE: April 21, 2020
PAGE: 1 of 1

SUBJECT: Consideration of appointing Kelly Prather as Ward 3 representative to the Planning and Zoning Commission for a term ending June 30, 2025.

HISTORY: Ward 3 commissioner recently resigned due to moving outside Ward 3. The position has been advertised for the past 5 weeks in the local newspaper.

This is the sole application received:

Hi David,

I wanted to send you this email regarding my interest in serving on the Planning and Zoning Commission Board. Starkville is a great community and I would love the opportunity to be more involved in serving our city.

We relocated to Starkville in 2013 after having lived in many other State's over the years. I have had the opportunity to be a part of several growing communities over the years and have seen the positive impact when proper planning is in place. I actually served on the Board of a 1200 member Homeowners Association while living in Atlanta. Also I was the President of a very large Park and Recreation Board that had 1500 Kids in our Sports Programs. All of this required our Board to work closely with the local County and City Administration.

During our time in Starkville we have lived in 3 different areas. Old West Point Road, Near Louisville Street and South Montgomery. I have been involved in Coaching Youth Sports through the Starkville Parks Recreation Program and currently serve as a Fraternity Advisor and President of the Kappa Sigma Housing Corporation.

I have been employed with Novartis Pharmaceuticals for 35 years and am currently an Area Manager within our Oncology Division. My wife Paula and son Kaleb are proud to call Starkville Home and I would welcome the opportunity to serve and give back to the Starkville Community.

Sincerely

Kelly Prather

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman David Little

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 21, 2020
PAGE: Page 1 of 8

SUBJECT:

Discussion and Consideration of PP 20-04 a request for Preliminary Plat approval for “Jax Corner Subdivision”

SUMMARY:

The applicant Jason Pepper on behalf of Jody Josey and 4J I LP is requesting Preliminary Plat approval aggregating, reconfiguring and subdividing several lots into 2 lots. The proposed subdivision is named “Jax Corner Subdivision”. The total land acreage is +/- 1.84-acres in a Commercial (C) zoning district. Proposed Lot 1 is shown as having an acreage of +/- 0.74 and Lot 2 is shown as having an acreage of +/- 1.1. The subject properties are located at 113 and 103 Hwy 12 West, 720 South Jackson Street, and 15, 17, and 19 Canal Street with the parcel numbers 102H-00-019.00, 102H-00-020.00, 102H-00-020.01, 102H-00-020.02, 102H-00-025.00, 102H-00-024.00, 102H-00-023.00, 102H-00-022.00, and 102H-00-021.00. On April 14, 2020 the Planning and Zoning Commission voted 4-0 to recommend approval of the preliminary plat with 3 conditions.

Recommended Conditions by the Planning and Zoning Commission:

1. All development and redevelopment on either lot will be required to comply with new access management requirements, stormwater management and any other codes per the UDC.
2. Lot 1 will be required to be in compliance with access management requirements prior to execution of the final plat
3. Infrastructure plans should be submitted and approved by DRC which will include all required improvements.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of PP 20-04 a request for Preliminary Plat approval for “Jax Corner Subdivision: with the 3 recommended conditions.



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

STAFF REPORT

To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject:	<u>PP 20-04</u> Request for Preliminary Plat approval for "Jax Corner Subdivision"
Date:	April 14, 2020

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of Jody Josey and 4J I LP for Preliminary Plat approval for subdividing and reconfiguring several lots into 2 lots. The proposed subdivision is named "Jax Corner Subdivision". The total land acreage is +/- 1.84-acres in a Commercial (C) zoning district. Proposed Lot 1 is shown as having an acreage of +/- 0.74 and Lot 2 is shown as having an acreage of +/- 1.1. The subject properties are located at 113 and 103 Hwy 12 West, 720 South Jackson Street, and 15, 17, and 19 Canal Street with the parcel numbers 102H-00-019.00, 102H-00-020.00, 102H-00-020.01, 102H-00-020.02, 102H-00-025.00, 102H-00-024.00, 102H-00-023.00, 102H-00-022.00, and 102H-00-021.00. Please see attachments 1-4.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Commercial Use in a C- Commercial zoning district:

Commercial Use	
A. Lot Dimensions	C
A1 Lot size (min)	*
A2 Lot width (min)	*
B. Building/Structure Setbacks	C
B1 Front setback min	20'
B2 Front setback max	N/A
B3 Side setback	10'
B4 Side setback adjacent to detached residential	50'
B5 Side setback corner lot	20'
B6 Rear setback	20'
B7 Rear setback adjacent to detached residential	50'
D. Parking Setbacks	C
D1 From primary street	5'
D2 From side street	5'
D3 From side and rear property line	5'
D4 From side rear property line adjacent to detached residential	See buffer yard requirements
E. Height	C
E1 Principle building(s) (max)	50', 4 story
E2 Accessory building(s) (max)	15', 1 story
F. Pedestrian Access	C
F1 Street-facing primary entrance along street	yes

Commercial Use-Continued

F2 Sidewalk connection to street from each entrance yes

G. Mixed-Use C

G1 Residential yes, above 1st floor

G2 Industrial no

*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards

**see use chart and additional standards

GENERAL INFORMATION:

- The subdivision has a gross acreage of +/- 1.84 acres with a total of 2 lots.
- The preliminary plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has not identified any adversely affected parties to the subdivision.
- All easements are provided on the Preliminary Plat. The Applicant shall meet the requirements of the electrical service, potable water, and sanitary sewer utility services provider.

PRELIMINARY PLAT INFORMATION:

- Approval of a preliminary plat shall be tentative, pending the submission of the infrastructure plans and final plat.
- Approval of the preliminary plat shall be effective and binding upon the City for one (1) year. An expired preliminary plat may be reapproved at the discretion of the Board of Aldermen.
- Approval of the preliminary plat by the Board of Aldermen is the subdivider's authorization to proceed with infrastructure plan submittal.
- Infrastructure plan requirements. The subdivider shall submit infrastructure drawings to the Planning Department to be reviewed by the Development Review Committee prior to issuance of any permits. Such plans and information shall be furnished separately from the preliminary plat.
- Before commencing construction, a preconstruction conference shall be held by City Staff, the applicant and the contractor(s) performing the infrastructure installation.
- All necessary arrangements must be made between the subdivider and the city engineer for third party laboratory and construction inspection to assure that the improvements shall comply with the standard specifications and testing requirements of the City.
- Upon the issuing of an approved infrastructure plan by the Development Review Committee and completion of the Preconstruction conference, and installation of initial erosion control measures, the subdivider may apply for permits to proceed with the construction of infrastructure improvements.
- As-builts, testing reports, and other requested documentation necessary for final approval shall be submitted to the engineering and utilities departments twenty (20) days prior to final plat review.
- As-builts shall be prepared by a licensed PE and meet the requirements outlined in the City of Starkville Design Standards and Specifications.

- The applicant shall submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants and that include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney shall be submitted prior to application for Final Plat.

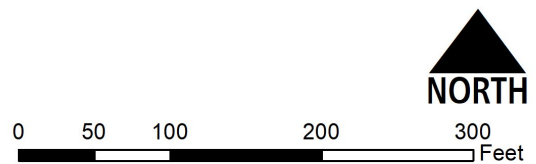
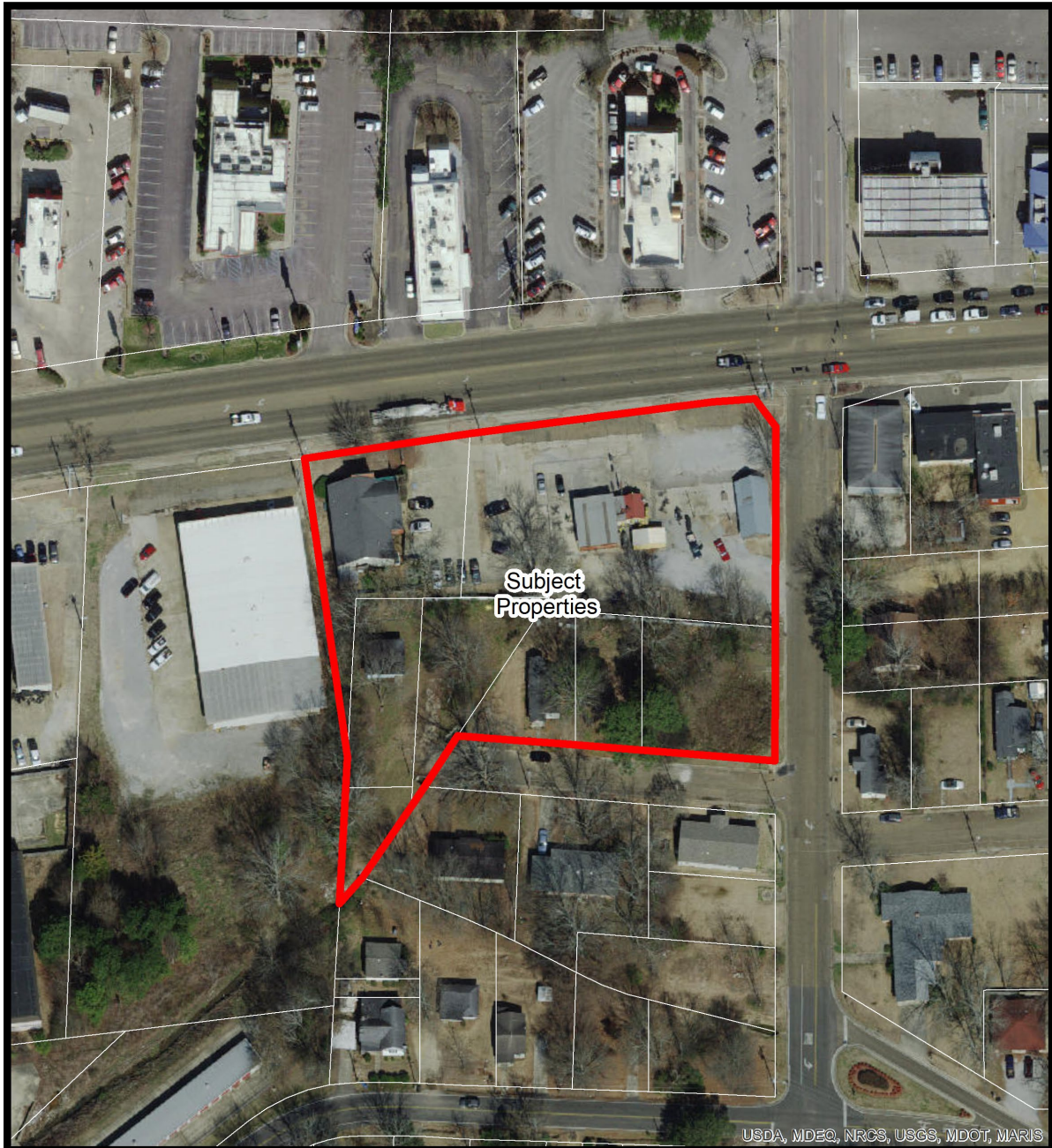
CONDITIONS OF APPROVAL

Any condition attached to the approval of a preliminary plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the preliminary plat and shall be enforce on the infrastructure plan and final plat review. The following conditions are recommended by City Staff:

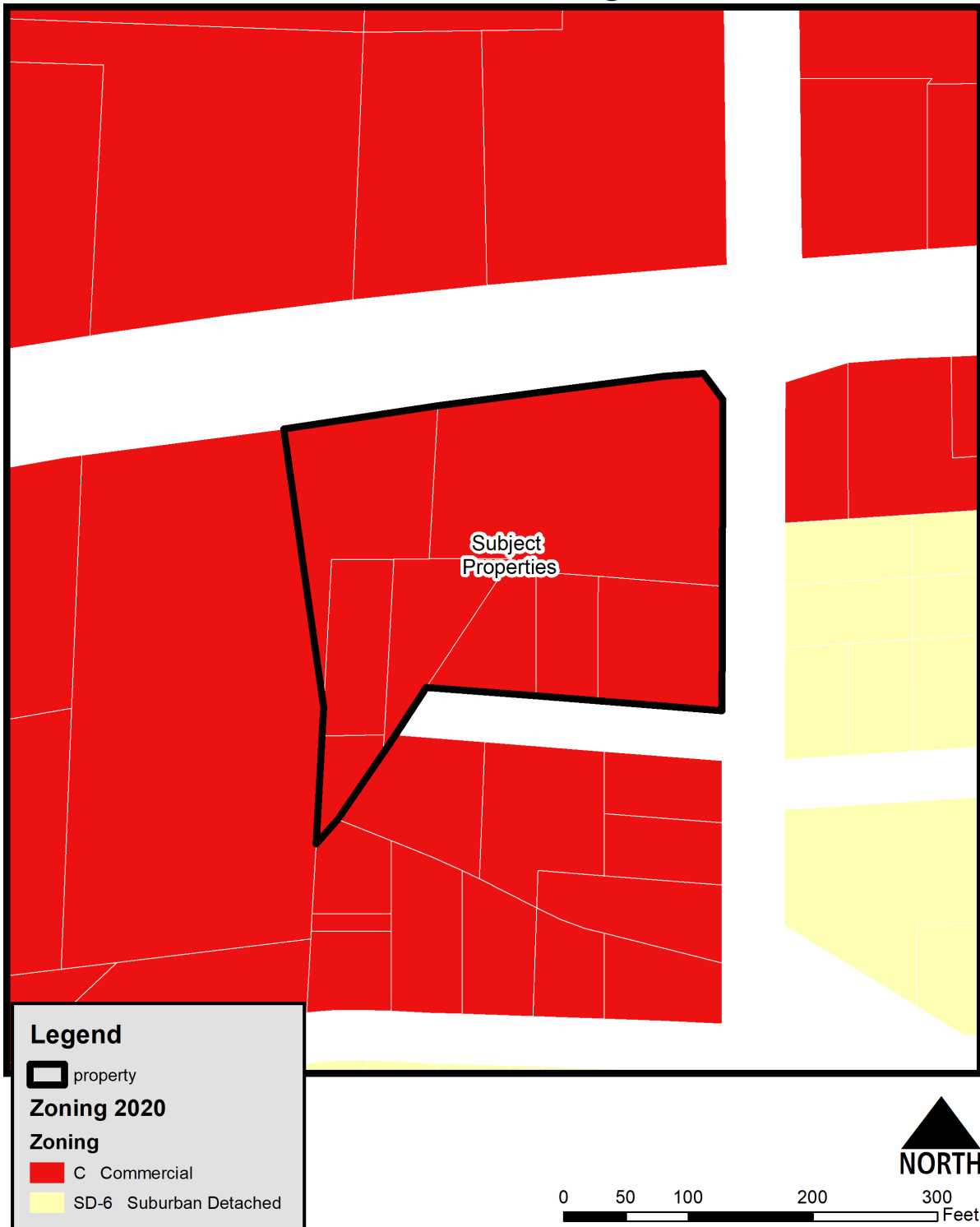
Engineering:

1. All development and redevelopment on either lot will be required to comply with new access management requirements, stormwater management and any other codes per the UDC.
2. Lot 1 will be required to be in compliance with access management requirements prior to execution of the final plat
3. Infrastructure plans should be submitted and approved by DRC which will include all required improvements.

Attachment 1
PP 20-04 Aerial



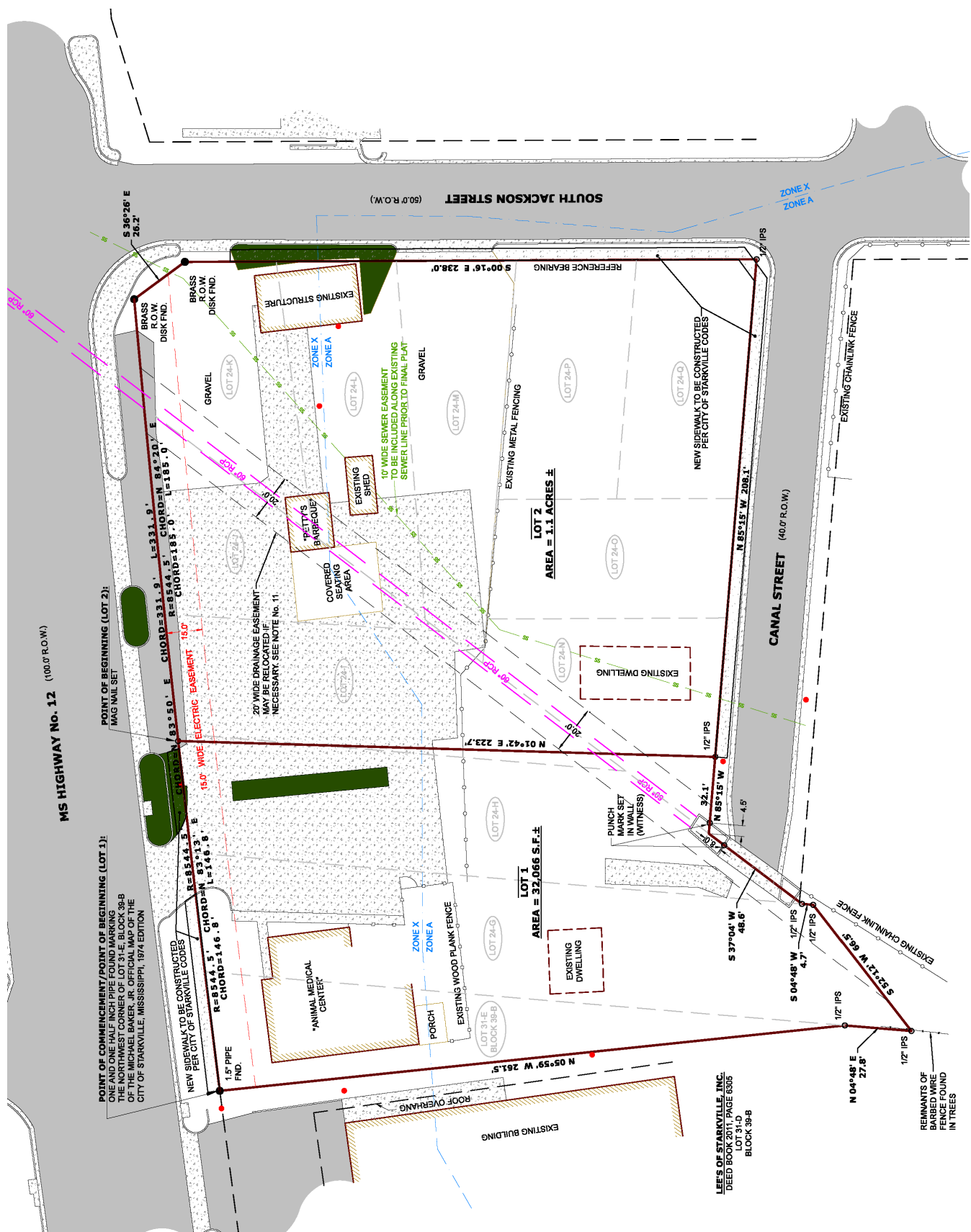
Attachment 2
PP 20-04 Zoning



Attachment 3- Plat



Attachment 4- Enlarged Plat



LEE'S OF STARKVILLE, INC.
DEED BOOK 2011, PAGE 6305
LOT 31-D
BLOCK 35-B



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPARTMENT: Street Dept.
AGENDA DATE: 04.21.2020
PAGE: 1

SUBJECT: Request authorization for the Mayor to execute the Highway 182/ Martin Luther King Jr. BUILD Grant Preliminary Engineering Services Contract and any other required MDOT or FHWA contractual paperwork.

AMOUNT & SOURCE OF FUNDING:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

The MOA for this project has been executed.

The Board approved Kimley Horn as the preferred consultant in February. Since that time, we have been meeting with MDOT/FHWA and the consultant to develop the PE contract scope. This contract has been through several iterations in meeting FHWA and MDOT standards and the attached contract is the final draft which has been approved by all parties.

Work will commence immediately after the contract is executed and a notice to proceed is issued.

STAFF RECOMMENDATION:

Move approval for the Mayor to execute the Highway 182/ Martin Luther King Jr. BUILD Grant Preliminary Engineering Services Contract and any other required MDOT or FHWA contractual paperwork.

PRELIMINARY ENGINEERING SERVICES CONTRACT

Highway 182 from Long Street to Old West Point Road

Project No. FBLD-7113-00(004)/108418-811000

Oktibbeha County

This CONTRACT, is made and entered into by and between the **City of Starkville**, a body Politic of the State of Mississippi (the "LPA"), and, **Kimley-Horn and Associates, Inc** (the "CONSULTANT"), a **corporation**, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **420 20th Street North, Birmingham, AL 35233**. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of **conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi. These services will include: project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering**, as provided for in **FBLD-7113-00(004)/108418-801000**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT,

including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2021**, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Oktibbeha*** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Oktibbeha*** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Edward Kemp, P.E., City Engineer
City of Starkville
101 W. Main Street
Starkville, MS 39759
Phone: 662.323.2525
e.kemp@cityofstarkville.com

For Technical Matters:

Edward Kemp, P.E., City Engineer
City of Starkville
101 W. Main Street
Starkville, MS 39759
Phone: 662.323.2525
e.kemp@cityofstarkville.com

CONSULTANT:

For Contractual Matters:

Drake Danley, P.E
Kimley-Horn and Associates
6750 Poplar Avenue, STE 600
Memphis, TN 38138
Phone: 901.374.9109
drake.danley@kimley-horn.com

For Technical Matters:

Clark Bailey, P.E., Project Manager
Kimley-Horn and Associates
420 20th Street North, STE 2200
Birmingham, AL 35203
Phone: 205.558.5823
clark.bailey@kimley-horn.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #16272

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #27080

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Starkville, Mississippi

Chief Administration Official Mayor Lynn Spruill

WITNESS this my signature in execution hereof, this the _____ day of _____, 20____.

Kimley-Horn and Associates, Inc

Drake Danley, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2019 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

A handwritten signature in dark ink, appearing to read "R. Cook", written over a horizontal line.

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

ATLANTIC

BALTIMORE

Falk, Katherine W.
Kraft, Jonathan H.

HOBOKEN

Gibson, Adam T.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Hall, Lori A.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Musson, David B.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.

PHILADELPHIA

Hughes, Paul W.

PRINCETON

Diggan, Tony W.

RICHMOND

Brewer, Brian J.
Harmon, Amanda R.
Hill, Corey
Lickliter, Ashley C.
McPeters, Brian A.
Musarra, Salvatore J.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Crum, Katie E.
France, William D.
Holland, Kimberly R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Royal, Jack R.
Votava Charles F.

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.
Fares, Jean B.
Kerry, Nicole M.
Kyle, Gregory S.

Phaneuf, Alyssa S.

OAKLAND

Akwabi, Kwasi
Dankberg, Adam J.

ORANGE

Adrian, Darren J.
Gillis, Brian R.
Matson, Jason B.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Dean, Felicia C.
Durrenberger, Randal R.
Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO

Melvin, Enda
Pittalwala, Fareed S.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.

FORT MEYERS

Wicks, Amy N.

JACKSONVILLE

Brenny, Martin T.
Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Lewis, Jason A.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.
Campbell, David C.
Collier, Julio A.
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.
White, Wayne E.

SARASOTA

Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.
Wetherell, Ryan S.

TAMPA

Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH

Cave, Derrick B.
Dalton, Edward T.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Stephens, Britt L.
Thomas, Melibe S.

WEST PALM BEACH

Atz, John C.
Barnes, R. Russell
Heggen, Christopher W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.
West, Craig L.

CHICAGO

SUBURBAN

Antony, Dean M.
Heinen, Andrew N.
Sjogren, Timothy

COLUMBUS

Muller, Justin M.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Henderson, Benjamin J.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Williamson, Sarah T.

MOUNTAIN

DENVER

Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.
Moles, Richard A.

MESA

Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omairs, Ahmad A.
Perillo, Adam C.
Purtle, Vicki L.
Schiller, Michael G.

Smalkoski, Brian R.
Williams, Laura J.

RENO

O'Brien, Molly M.

SALT LAKE CITY

Johnson, Zachary A.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Walker, John D.
Webb, Floyd C.

ATLANTA

Newton, Gary T.
Rushing, Michael L.

ATLANTA MIDTOWN

Bosman, Eric S.
Fink, Kenneth L.
Johnston, Sean P.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.

CHARLESTON

Guy, Jonathan R.
Hume, Robert M.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Creasman, Brett R.
Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.
Ballitzglier, Lindsey
Barber, Barry L.
Cook, Richard N.
Deans, Neil T.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Meador, Emily H.
Nuckols, Charles A.
Otto, James N.
Rohrbaugh, Richard R.
Sutter, Karl V.
Venters, Samantha

TEXAS

AUSTIN

Boecker, Brian C.
Mason, Sean R.
Van Leeuwen, Andrew

DALLAS

Hall, James R.
Harris, Mark E.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.

FORT WORTH

Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Ante, Louis N.
Tribble, Guy B.

SAN ANTONIO

Farnsworth, Jeffrey A.

EXHIBIT 2 SCOPE OF WORK

GENERAL REQUIREMENTS

This CONTRACT includes conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi. The work provided in the services will include: project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering. The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project. Unless otherwise instructed by the LPA, the CONSULTANT shall comply with the current version of the following publications:

Roadway Design

- A. MDOT Roadway Design Manual, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
- B. MDOT Roadway Design Standard Drawings;
- C. MDOT Roadway Design Special Design Sheets;
- D. MDOT Roadway Design CADD Manual;
- E. MDOT Survey Manual;
- F. MDOT Access Management Manual;
- G. MDOT Traffic Engineering's Typical Signing Details;
- H. MDOT Intelligent Transportation Systems Design Manual;
- I. Mississippi Standard Specifications for Road and Bridge Construction;
- J. AASHTO'S A Policy on Geometric Design of Highways and Streets;
- K. AASHTO Roadside Design Guide;
- L. AASHTO Highway Safety Manual (HSM);
- M. AASHTO Guide for the Development of Bicycle Facilities;
- N. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities;
- O. NACTO Urban Street Design Guide;
- P. Manual on Uniform Traffic Control Devices (MUTCD); and
- Q. Any other publications listed in Exhibit 8, or as instructed by MDOT.

Bridge Design, Rating and Inspection

- A. MDOT Bridge Design Manual;
- B. MDOT Bridge Division CADD Manual;
- C. MDOT Bridge Standard Drawings;
- D. MDOT Bridge Design Memos;
- E. Mississippi Standard Specifications for Road and Bridge Construction;

- F. MDOT Bridge Safety Inspection Policy and Procedure Manual;
- G. The FHWA Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, the FHWA Bridge Inspector's Reference Manual; and
- H. National Bridge Inspection Standards (NBIS);
- I. American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications;
- J. AASHTO Guide Specifications for LRFD Seismic Bridge Design;
- K. AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals;
- L. AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges;
- M. AASHTO LRFD Movable Highway Bridge Design Specifications;
- N. AASHTO/AWS D1.5M/D1.5 Bridge Welding Code;
- O. AASHTO Guide Specification and Commentary for Vessel Collision Design of Highway Bridges;
- P. AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms;
- Q. AASHTO LRFD Bridge Construction Specifications;
- R. AASHTO Standard Specifications for Highway Bridges;
- S. AASHTO Manual for Bridge Evaluation;
- T. AASHTO Manual on Subsurface Investigations; and
- U. Any other publications listed in Exhibit 8, or as instructed by MDOT.

Hydraulic Design

- A. Mississippi Standard Specifications for Road and Bridge Construction; B. 23 CFR Parts 625, 630, and 650;
- B. 44 CFR Part 59-78;
- C. AASHTO Drainage Manual;
- D. AASHTO LRFD Bridge Design Specifications;
- E. Bridge Scour and Stream Instability Countermeasures;
- F. Federal Emergency Management Agency (FEMA) regulations;
- G. FHWA Hydraulic Engineering Circulars and other publications;
- H. FHWA publication Design of Riprap Revetment;
- I. FHWA publication Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15);
- J. FHWA publication Evaluating Scour at Bridges;
- K. FHWA publication Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14);
- L. FHWA publication Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5);
- M. FHWA publication Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7);
- N. FHWA Publication No. FHWA-HRT-05-072, Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006;
- O. FHWA publication River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6);
- P. FHWA publication Stream Stability at Highway Structures;
- Q. FHWA publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22);
- R. Floodplain Management Regulations for the State of Mississippi;
- S. Hydraulic Engineering Circular No. 11 (HEC-11);
- T. Hydraulic Engineering Circular No. 18 (HEC-18);
- U. Hydraulic Engineering Circular No. 20 (HEC-20);
- V. Hydraulic Engineering Circular No. 23 (HEC-23);

- W. National Flood Insurance Program regulations (NFIP);
- X. Local, state, or federal regulations as appropriate; and
- Y. Any other publications listed in Exhibit 8, or as instructed by MDOT.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

PRE-DESIGN MEETING

The purpose of the Pre-Design Meeting is to discuss the specific design criteria, and other matters as the MDOT, LPA and CONSULTANT deem necessary.

The CONSULTANT shall submit minutes of the Pre-Design Meeting to the LPA and MDOT within two (2) weeks after the meeting, unless instructed otherwise. The minutes shall include, but are not limited to, a list of attendees and a detailed list of all design requirements discussed in the meeting.

PROJECT COORDINATION

Throughout the project the CONSULTANT will maintain coordination activities with the LPA, MDOT and FHWA. These activities can be summarized as follows:

- Recurring coordination meetings both in-person and VIRTUAL. In these meetings, design updates will be presented along with updates on the status of the schedule, estimates for project construction costs, and discussion of current issues as well as BUILD Grant requirements and reporting tasks. It is expected that the frequency of these meetings will vary during the project from weekly to at a maximum monthly.
- On-going project team coordination. The project manager (PM) will be responsible for managing the activities of the Kimley-Horn professionals working on the project to communicate project tasks and schedules throughout the duration. The PM will also coordinate with the project subconsultants to manage their tasks and deliverables.
- MDOT LPA Monthly Status Reporting, invoicing, and general management tasks.
- LPA-100
- LPA-700/800

Since this project is funded through the B.U.I.L.D Grant program there are specific tasks that will be required by the grant recipient (LPA). The CONSULTANT will assist the LPA in meeting these requirements. They include:

- Reporting and Project Administration. The Kimley-Horn team will lead efforts to meet the reporting requirements of the Grant Agreement as specified by USDOT and FHWA. These items are specified in Article 14 and Exhibit D of the Agreement and include:
 - Initial reporting methods and guidelines set-up.
 - Required Quarterly Project Progress Reports
- Development of the Paper Grant Agreement – the paper grant agreement sets the terms of the agreement between the Grantee and the Office of Secretary of Transportation (OST). As part of this task the CONSULTANT will assist the LPA in development of articles 1-7 of this agreement along with Appendices which will describe the project details, budget, schedule and performance measures that will guide the project through completion.
- Development of White Paper – since the project was not awarded the full amount requested in the

grant application, scope modifications from the original application will need to be made. The purpose of this task is to take the information learned during this phase of the project and justify the why certain scope items are being removed from the project and how these were not anticipated in the application process. This is an important part of the BUILD process to help ensure projects are awarded on a merit bases. During this task the CONSULTANT will assist the LPA in development of the White Paper and submission to FHWA and ultimately OST.

ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW*

*New ROW includes donated ROW and permanent easements. New ROW does not include temporary easements.

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

The additional environmental studies listed below are required due to the presence of historical districts/structures, environmental site assessment (hazardous materials assessment), wetlands/waters, and stream impacts (especially 303 D Listed streams) within existing ROW.

Environmental Site Assessments (Hazardous Materials Assessment)

The CONSULTANT shall inspect the entire project for potential sources of contamination. For those sites identified as potentially contaminated, the CONSULTANT shall conduct an Environmental Site Assessment to identify any potential risk associated with the property. All assessments shall be conducted in accordance with the Mississippi Department of Environmental Quality, United States Environmental Protection Agency, Local, State, and Federal regulations. Upon completion of field activities and receipt of laboratory results, the CONSULTANT shall provide a summary report of the assessment activities. This report shall include, but is not limited to, the following:

- 1. Introduction**
 - a. Name of the property owner and contact information
 - b. Operator information, if different from owner
 - c. Deviations from the approved scope of work
 - d. Authorization
 - e. MDOT project information
 - f. Date of field activities
- 2. Background**
 - a. Site Location and Setting
 - i. Describe location and setting
 - ii. Discuss any visual signs of environmental impacts
 - iii. Describe any potential off-site sources of potential environmental impacts
 - b. Site Description and History
 - i. Discuss the past, current and proposed use of the site
 - ii. Discuss any underground storage tanks that may be present, include size, location, age, product stored, location of lines and dispenser
 - iii. Discuss any previous assessment that may have been performed for the site
 - iv. Discuss any past releases at the site
- 3. Site Characteristics**
 - a. Site Topography
 - i. Section, Township, Range, latitude-longitude and elevation (relative to the National Geodetic Vertical Datum (NGVD))

- ii. Describe proximity of site to sensitive receptors (lakes, creeks, water wells, etc.) located within a one-mile radius of the site
 - iii. Describe the topography of the site
- b. Hydrogeologic Setting
 - i. Discuss the general geology of the site including all formations between the base of fresh water and the surface
 - ii. Discuss the hydrologic regime
 - iii. Discuss the potential for contamination to impact an aquifer, or nearby sensitive receptors
- c. Area Water Wells
 - i. Provide an area water well survey for all wells located within a one-mile radius of the site (wells should also be plotted on a scaled area map)
 - ii. Discuss wells located within ¼ mile radius of the site. Provide the type of well (public, private, industrial, etc.), the year of installation, the total depth, the screened interval, the aquifer in which it is screened and verify if the well is in use, or not
 - iii. List the possible wells that could be affected by contamination, if present
- d. Field Screening of any Utility Openings
 - i. Discuss the vapor readings of any utility manhole uncovered or storm drain openings
 - ii. State the type of meter used and the latest calibration date
 - iii. State the depth meter was lowered into the opening along with any other pertinent information.

4. Soil Investigation

- a. Soil Exploration, Sampling, and Field Testing
 - i. Discuss the number of boring installed, depths of each boring and if groundwater was encountered
 - ii. Discuss whether hydrocarbon odors or a sheen was encountered during drilling
 - iii. Discuss any unusual conditions or complications encountered during drilling
 - iv. Present the field data collected from the borings in tabular form as shown below:

Sampling Date	Borehole/MW	Sampling Interval	PID/FID Readings (ppm)
01/01/2014	SB-1	4'-6'	125
		6'-8'	978*
		8'-10'	004

* Submitted for laboratory analysis

- ii. Discuss the lithological characteristics of the soils encountered during drilling
 - iii. Discuss the horizontal and vertical extent of soil contamination and whether the soil contamination has been defined. If additional soil borings are necessary, provide justification and locate proposed soil borings on map (refer to Figure 8)
 - iv. Discuss potential impacts to surrounding properties
 - v. Estimate the volume (cubic yards) of contaminated soil above regulatory limits
 - vi. Present the results of any Quality Assurance/Quality Control (QA/QC) measures and discuss whether they meet allowable QA/QC standards
 - vii. Provide laboratory analytical results in a data table to be inserted behind the recommendations of the report

5. Groundwater Investigation

- a. Monitoring Well Installation

- i. Discuss which borings were converted to monitoring wells and why
 - ii. Discuss whether pre-existing wells (leak detection wells, water supply wells, wells from previous assessments, etc.) are located at the facility and if so how many
 - iii. If certain monitoring wells were not sampled, discuss why (i.e., free product, no water, etc.)
 - iv. State whether groundwater and/or free product intersect the screened interval of the monitoring well. If not, discuss why
- b. Extent of Groundwater Contamination
 - i. Discuss the potentiometric surface, flow direction and gradient
 - ii. Discuss any anomalies in the flow regime
 - iii. Discuss if free product is present on the water table. If so, discuss the areal extent and product thickness, and indicate on map
 - iv. Discuss the potential of contamination impacting sensitive receptors and/or adjacent properties
 - v. Discuss whether groundwater contamination has been defined. If additional monitoring wells are necessary, provide justification and locate proposed monitoring wells on map
 - vi. Present and discuss the results of the quality control blanks and duplicates and state whether or not they meet quality control criteria
 - vii. Provide in tabular form the analytical results of the groundwater samples

6. Findings and Recommendations

- a. Summarize any contamination discovered during this assessment
- b. Discuss in detail your recommendations for any future site activities, if any are recommended.

7. Tables

The Reports shall contain the following tables, at a minimum:

- a. Table I – Summary of Soil Sampling Analysis
- b. Table II – Summary of Groundwater Sampling Analysis

All tables should note if the concentrations exceed the regulatory limits for the constituent of concern

8. Figures

The Report shall contain these applicable figures:

- a. Area/Vicinity Map – Indicate the subject property in relation to the surrounding area and plot all wells and sensitive receptors located within a one-mile radius.
- b. Surrounding Area Map (Approximate 500-foot radius surrounding the site) – Indicate potential source of contamination, environmental receptors, names of roads, utility openings, and adjacent properties and their use.
- c. Site Map – Map shall indicate the location of any fences, retaining walls, above ground and underground utilities, property lines, above ground tanks, underground tanks, dispensers, buildings, borings locations, and monitoring wells.
- d. Contaminated Soil Contour Map (one per constituent above regulatory limits) – Maps shall include soil boring locations, building locations, any source of contamination. Sampling location shall indicate laboratory results, PID/FID readings, and sample depth.
- e. A Fence Diagram or Cross-Sectional Map – Map shall include lithology and hydrologic data, water levels and screened intervals of monitoring wells.
- f. Groundwater Elevation Contour Map – Map shall include all monitoring well locations, groundwater contours, groundwater elevations plotted at each well and arrows

indicating groundwater flow direction.

- g. Groundwater Constituent Contour Map (one per constituent above regulatory limits) – Maps shall include monitoring well locations, building locations, any source of contamination. Laboratory analytical results shall be plotted adjacent to the sampling location.
- h. Further Action Map – Map shall indicate recommendations for proposed future borings and or monitoring wells, or areas of excavation.

9. Appendices shall include the following:

- a. Boring Logs – Boring Logs should note the presence of odors or staining, location of water bearing zones, PID/FID readings, soil descriptors and soil saturations;
- b. Well Construction Diagrams;
- c. Laboratory Analytical Report, including Chain of Custody;
- d. Photo Documentation

WETLANDS/WATERS DELINEATION AND REPORTING REQUIREMENTS

The CONSULTANT shall successfully complete and submit a field delineation report (Assessment Report) directly and completely following the MDOT Wetlands and Other Waters Assessment Report template and following regulatory protocol. Wetlands and Other Waters potentially falling under the jurisdiction of the US. Army Corps of Engineers (USACE) and falling partially or wholly within the project boundaries identified in the Work Assignment or which may be affected by the project shall be identified and reported.

Documentation of Wetlands shall adhere to the following requirements:

- A. Wetlands shall be identified using the routine method set forth in the Corps of Engineers' 1987 manual, as revised;
- B. The 2012 Interim Regional Supplemental Guidance to the USACE 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms shall be used, as revised;
- C. Wetlands shall be classified utilizing U.S. Fish and Wildlife Service's Classification of Wetlands and Deepwater Habitats of the United States, 1979, as revised;
- D. Wetlands shall be mapped on aerial photos and United States Geological Survey quadrangle maps and the extent and type of each shall be reported.

Documentation of Other Waters shall adhere to the following requirements:

- A. Other Waters shall be identified with an assessment of their current physical and functional characteristics and all geospatial coordinates of each shall be provided;
- B. All conveyance systems displaying bed and bank characteristics and/or Ordinary High Water Marks shall be documented and classified using the Channel Assessment Field Datasheet provided by MDOT;
- C. Any other water bodies present shall be documented (e.g., ponds, lakes, etc.).

In addition to the Assessment Report, using the project plan files provided by MDOT, digital files depicting all wetland perimeters, channel reaches, and/or other water body perimeters within the project area shall be submitted in the following formats:

- A. Properly geo-projected shape (SHP) and/or design (DGN) files using Mississippi State Plane (East or West);
- B. KMZ or KML.

NOTE: If submitting shape files, the project area and each feature must be submitted in separate files. (i.e. There must be separate project area, wetland, channel, and other water body files if the project area contained each of these features.) SHP file polygons shall not contain fill.

The CONSULTANT shall provide the MDOT Project Manager or his designee with a preliminary draft of the Assessment Report, the shape/design files, and the KMZ or KML file for review and comment. The CONSULTANT shall then address all comments and electronically submit the final Assessment Report in PDF and editable Word formats, the final shape/design files, and the final KMZ or KML file. If requested by the MDOT Project Manager or his designee, hard copies and/or CDs of the final report and associated files shall also be submitted.

Files must meet the following naming schemes:

- A. Assessment Report: Name must contain "Draft-W-OW-Rpt_XXXXX-XXX" or "Final-W-OW-Rpt_XXXXX-XXX" in this exact scheme where X indicates the Construction FMS number. e.g., "Final-W-OW-Rpt_123456-301". If the project covers multiple FMS number details, the first three digits of each additional detail shall be listed (e.g., "Final-W-OW-Rpt_123456-301-302-303");
- B. SHP and/or DGN files: Names must clearly indicate contents of file (e.g., "scrub-shrub_wetlands.shp", "emergent_wetlands.shp", "wetlands.dgn");
- C. KMZ or KML files: Name must contain "W-OW_XXXXX-XXX" where X indicates the Construction FMS number. For example, "W-OW_123456-301". If the project covers multiple FMS number details, the first three digits of each additional detail shall be listed (e.g., "W-OW_123456-301-302-303").

If requested by the MDOT Project Manager or his designee, the CONSULTANT shall complete any coordination functions associated with Wetlands and Other Waters.

FIELD SURVEY

The CONSULTANT will survey the length of the project for the entire width of the ROW utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

Centerline Survey and Control

- A) Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B) Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
- C) Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;
- D) Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
- E) The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANT'S opinion, the current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:
 - 1) A detailed and diligent search and collection of property corners, ROW markers, and

- property line evidence shall be conducted on all parcels in or connecting to the limits of the project;
- 2) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
 - 3) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - 4) All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - 5) Any distances or bearings shown on this drawing shall be grid;
 - 6) North arrow.
- F) Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;
- G) In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;
- H) Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- A) An ASCII file containing the horizontal and vertical control point information established by the CONSULTANT;
- B) An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_project number_property.txt. File format shall be point number, northing, easting, elevation, and point description. Also this file shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a pdf format. Naming of the file shall be firm's name_project number_property certification.pdf;
- C) An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name_project number_preliminary_row.txt. File format shall be point number, northing, easting, RWM, and station-offset;
- D) A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name_project number_survey_notification.pdf;
- E) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_project number_topo.pdf. File format shall be point number, northing, easting, elevation, point code, line code: point description.

At the end of office review plans, the CONSULTANT shall submit an electronic copy of the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name_project number_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the LPA or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.

CONCEPTUAL DESIGN DEVELOPMENT

Utilizing the information collected in the previous tasks and the ideas presented in the grant application, a set of conceptual design documents of the proposed improvements will be developed for the corridor from North Long Street to Old West Point Road. The conceptual design documents will seek to implement industry best practices that will balance the need for vehicular mobility with the desire to increase safety along the corridor, improve pedestrian facilities, improve drainage, and add enhanced streetscape and landscape elements.

The conceptual design task will consist of a full evaluation of the existing roadway cross-section including travel lanes, sidewalks, and drainage utilities. This section is currently 2 and 3 lanes of pavement with a ROW width ranging from 50'-120'. The concept will identify potential reallocations of the roadway width to meet goals set forth in the Grant Application. This will be accomplished under the following tasks:

- The newly adopted Unified Development Code and Zoning Map will be reviewed with City of Starkville Planning staff to understand possible future land uses and required design standards. During the creation of the conceptual design, Kimley-Horn will help to ensure the proposed improvements align with the vision from the Unified Development Code and address not only existing development, but future development needs as well.
- Identify opportunities for pedestrian connectivity improvements, including adding and/or upgrading sidewalks to improve connectivity, crossing improvement opportunities to increase safety and comfort, the addition or upgrade of pedestrian signals, and ADA facilities throughout.
- The grant application proposed bike lanes for the majority of the corridor, it is the goal during this phase to conceptualize high comfort bike facilities for the entire length of the project area. In an effort to increase the level of comfort for cyclists and increase the use of the facilities, opportunities for buffered and protected bike facilities will be explored. This may include relocating the bike lane behind the curb to be adjacent to the sidewalk.
- Utilizing the traffic data in the previous task, an access management analysis will be performed to identify driveway consolidation opportunities. During this task, the need for access to public streets and businesses will be balanced with safety and aesthetic improvements.
- Streetscape and Landscape design will consist of the following:
 - Opportunities for enhanced streetscape elements along the corridor and at prominent nodes and intersections including:
 - Decorative Surface Materials
 - Artistic alternatives for crosswalk striping
 - Seating areas
 - Bollards/Pedestrian Lighting
 - Street Trees

- Landscape Verges/Planting areas
 - The streetscape and landscape materials/improvements identified along the corridor will be chosen with sustainability and low maintenance as a top priority while still meeting the City's goal of enhancing the aesthetic character of the area and fitting within MDOT requirements.
- The existing drainage system will be evaluated to align with the planned improvements. Opportunities for green stormwater management will be identified. Doing so can result in a reduction of demand on the storm water system through retention of runoff, an increase in pervious surfaces, and techniques to filter debris and contaminants from the water before returning it to the area waterways. Careful attention will be paid to plant selection, groundcover material, and soil amendments to ensure realistic maintenance requirements are created with the implemented solutions.

The concepts developed in this task will be illustrated in plan view on available aerial photography and rendered section elevations, and they will be presented to the City and MDOT for review. The conceptual design documents will be schematic and include the following:

- Master Plan Rendering of the corridor
- Preliminary typical cross sections of the corridor
- Preliminary parking/bike lanes and travel lanes
- Preliminary landscape and streetscape enhancements
- Conceptual intersection designs for all sideroad intersections

Upon receipt of input from the City, the conceptual design documents will be updated and then presented to the Board of Alderman in a public forum. Comments will be reviewed and opportunities for modifications will be identified. An opinion of probable construction costs (OPCC) will be developed to accompany the improvements identified in the conceptual design documents.

ROADWAY HYDRAULIC DESIGN (DRAINAGE AREA < 1,000 ACRES)

Hydraulic Analysis and Design Requirements

The CONSULTANT shall base the design on the most effective and economical methods that allow runoff waters to be passed through and removed from the roadway. Drainage installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

Roadway hydraulic design, including hydrology, channels, culverts, energy dissipators, storm drainage systems, and storage facilities, shall be in conformance with the publications listed in I. GENERAL REQUIREMENTS of this Scope of Work and those listed below.

The hydraulic design shall be performed using a nationally recognized and readily available computer program specifically developed for aiding in the design of roadway drainage structures, culverts, and/or storm water conveyance systems and containments. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWA Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

For storm drainage systems that collect, convey, and discharge stormwater flowing within and along the highway Right- of-Way, the storm sewer system design shall be completed in accordance with the requirements and format set forth herein. The storm drainage system shall be designed so that the post-construction peak flow rate at any point where runoff leaves the project Right-of-Way shall be less than or equal to the pre-construction conditions, when applicable.

For temporary drainage structures and/or culverts that may be necessary for detour roads or other non-permanent locations, the temporary hydraulic design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

The sediment basin design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

Note: Labor associated with design of the drainage facilities and coordination of drainage facilities with other utilities will be included in the Utilities manhours.

UTILITY DESIGN AND COORDINATION

Utility Analysis, Design, and Coordination Requirements

The CONSULTANT shall base the design on the most effective and economical methods that convey the flows through the roadway corridor. Utility installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

The CONSULTANT shall identify, through survey and review of available system and record information from the utility providers, locations of all utilities within the existing and proposed ROW. The CONSULTANT shall perform a utility conflict analysis to coordinate preliminary design for roadway and subsurface facilities. This will include a review of utilities under MDOT facilities. The CONSULTANT shall produce a Utility Report or Technical Memorandum to include the following:

- A listing of the utility owners/provider and description of the associated utility located within the project limits. This description may extend to the project vicinity where required to coordinate and/or justify potential impacts.
- Drawings indicating the location of the conflict
- Preliminary alignment for relocation of the utility
- Preliminary cost estimate for relocation of the utility

Meetings will be conducted with each utility provider to review facilities within the project limits and discuss opportunities for betterment.

The utility design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

Note: Labor associated with coordination and preliminary engineering for the utilities and drainage facilities will be included in the Utility manhours.

Highway 182 Revitalization Scope of Services

FBLD-7113-00(004) / 108418-811000 | Oktibbeha County | City of Starkville, Mississippi

Anticipated Design Schedule	2020											
	April	May	June	July	August	September	October	November	December			
NTP for Phase 1A												
Kickoff Meeting with City/MDOT												
Conceptual Development - Identification of project details												
Topographic Survey and ROW Delineation												
Environmental Process (Categorical Exclusion)												
LPA 100, 700/800												
Revise Conceptual Design: develop master plan and cross section graphics to determine preferred alternative												
Build Grant Obligations												
Assist City in development of Paper Grant Agreement/White Paper												
Quarterly Progress Reports												

ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LCNOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High-Water Marks
PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedure
TO	Transportation Operations
USACE	United States Army Corps of Engineers
USFW	United States Fish and Wildlife Service
USGS	United States Geological Survey
WRP	Wetland Reserve Program

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$510,272.38** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be **\$37,705.58** which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$510,272.38** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$314,951.67	\$6,248.25	\$37,705.58	\$149,902.88	\$510,272.38

EXHIBIT 4
SAMPLE CSU-001 – COST PLUS FIXED FEE

LPA-CSU-001 For LPA's

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed January 0, 1900
Vendor Number 3100000000 MDOT Project Number 0
Project No. _____ County 0
In Account With 0 Address 0
Contract Number: CS 000000 Surety _____
Est. No. 0 0 Period January 0, 1900 THRU January 0, 1900 Document No. _____
P.O. No. 3941
Invoice Number : 0
Sheet No. 1

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date			
Total Participating Cost	000001	00000	0	0	0	0	0.00	0.00	0.00			
Total							0.00	0.00	0.00			
Total All Work Due							0.00	0.00	0.00			
Total Net Work Due							0.00	0.00	0.00			
Quantities Checked					Contract Not To Exceed Amount		AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)					
Original Signed _____					\$0.00							
C00000000												
LPA Official _____					NTP Date							
0					January 0, 1900							
Approved By: _____					Termination Date							
Consultant Services Unit Engineer - Scot Ehrgott, P.E.					January 0, 1900							
% Matching Funds Deduction for LPA	001	00000	0	0	0	0	0.00	0.00	0.00			
<u>0.00000%</u>												
TOTAL Net Amount Owed to the LPA							0.00	0.00	0.00			
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT												

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY

ADDRESS

CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT 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 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 records, 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 (l)(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;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

Kimley-Horn and Associates, Inc

Drake Danley, P.E.

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20____.

City of Starkville

Mayor Lynn Spruill

EXHIBIT 8

{Intentionally Left Blank}

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

44



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 04/21/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2019 – 2020 Budget

FISCAL NOTE: Total Claims for the FY 20 Claims Docket Ending April 15, 2020 is \$2,513,208.87
Of which the claims amount for Starkville Utilities is \$2,094,763.46

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of April 15, 2020 for fiscal years ending 09/30/20, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
WALMART -GENERAL CITY	06500	03/30/2020	6 BOTTLES OF LOTION	001-000-160-697	23.82
Outstanding Total:					23.82
Department 000 - UNDESIGNATED Total:					23.82
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-100-604-330	77.34
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	187.99
Outstanding Total:					265.33
Department 100 - BOARD OF ALDERMEN Total:					265.33
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-110-604-330	77.34
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-110-604-330	-29.99
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
Outstanding Total:					75.47
Department 110 - MUNICIPAL COURT Total:					75.47
Department: 120 - MAYORS OFFICE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-120-604-330	77.34
SLAUGHTER & ASSOCIATES, PLLC	03.20.20	03/20/2020	ANNEXATION	001-120-600-300	22,504.99
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CANON SOLUTIONS AMERICA	4032455746	04/01/2020	NZG06107	001-120-604-330	11.63
CANON SOLUTIONS AMERICA	4032457410	04/01/2020	JME15733	001-120-604-330	28.90
CORNERSTONE	COSMS-0420	04/06/2020	MARCH 2020 CONSULTING SERVICES	001-120-600-300	3,333.33
GOVERNMENT AFFAIRS, INC.					
Outstanding Total:					25,984.31
Department 120 - MAYORS OFFICE Total:					25,984.31
Department: 123 - IT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-123-604-330	77.34
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	191.97
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0031826	03/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
REYNOLDS/RENASANT INSURANCE AGENCY	1055840	03/31/2020	ADD 5 CAMERAS	001-123-620-370	39.00
BLUIP, INC.	95212	04/01/2020	APRIL 2020 SERVICES	001-123-604-330	1,505.66
WATERMARK PRINTERS LLC	CLR0420-48	04/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
Outstanding Total:					2,292.09
Department 123 - IT Total:					2,292.09

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-145-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-145-604-330	4.00
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.08
AMAZON CAPITAL SERVICES, INC.	1Y39-RKRQ-7GG1	03/26/2020	STAPLES, EXPANSION FILE FOLDERS	001-145-501-200	69.48
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
Outstanding Total:					226.01
Department 145 - OTHER ADMINISTRATIVE Total:					226.01
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1055843	03/31/2020	LASHONDA WILSON BOND	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00
Department: 169 - LEGAL					
Outstanding					
JONES WALKER LLP	04.01.20	04/01/2020	MATTER # 284212-00/2019 CONT. DISCLOSURE REPORT	001-169-600-309	3,862.00
Outstanding Total:					3,862.00
Department 169 - LEGAL Total:					3,862.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.38
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
AMAZON CAPITAL SERVICES, INC.	1C3V-GPHG-WJ6Q	04/09/2020	LOGITECH VIDEO CONFERENCING BUNDLE	001-180-604-330	1,268.00
Outstanding Total:					1,347.50
Department 180 - HUMAN RESOURCES Total:					1,347.50
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-190-604-330	77.33
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.78
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CANON SOLUTIONS AMERICA	4032455722	04/01/2020	DRL72630	001-190-604-330	9.10
CANON SOLUTIONS AMERICA	4032457410	04/01/2020	JME15733	001-190-604-330	28.89
Outstanding Total:					230.22
Department 190 - CITY PLANNER Total:					230.22
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
FUELMAN / FLETCOR	NP57956815	03/30/2020	FUEL REPORT 03/23/20 - 3/29/20	001-192-510-204	27.55
CINTAS	4046760770	03/31/2020	CITY HALL 03.31.20	001-192-510-220	47.75
CINTAS	4046760817	03/31/2020	SANITIZING STANDS W/REFILLS 03.31.20	001-192-510-220	11.26
JAN-PRO OF MS	857104	04/01/2020	APRIL 2020 JANITORIAL SVCS- CITY HALL	001-192-600-338	1,619.00
AMAZON CAPITAL SERVICES, INC.	1436-VWPN-R7XL	04/04/2020	SECURITY ENVELOPES, BATTERIES	001-192-510-220	68.81
CINTAS	4047345900	04/07/2020	SANITIZING STANDS W/REFILL	001-192-510-220	11.26
CINTAS	4047346013	04/07/2020	CITY HALL 04.07.20	001-192-510-220	14.52
PETTY CASH VOUCHERS	04.08.20	04/08/2020	CLEANING SUPPLIES	001-192-510-220	22.15

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-192-625-380	2,474.62
Outstanding Total:					4,296.92
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,296.92
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	122	04/02/2020	MARCH 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	122	04/02/2020	MARCH 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	122	04/02/2020	MARCH 2020 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-197-604-330	77.33
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	37.90
CANON SOLUTIONS AMERICA	4032457410	04/01/2020	JME15733	001-197-604-330	28.89
CADENCE /ELAN VISA	3048091	04/06/2020	AUTODESK- AUTOCAD LT SOFTWARE RENEWAL	001-197-502-201	428.00
FUELMAN / FLEETCOR	NP58026852	04/06/2020	FUEL REPORT 03/30/20 - 4/05/20	001-197-525-231	11.16
FUELMAN / FLEETCOR	NP58059175	04/13/2020	FUEL REPORT 04/06/20 - 4/12/20	001-197-525-231	17.48
Outstanding Total:					628.88
Department 197 - ENGINEERING Total:					628.88
Department: 201 - POLICE DEPARTMENT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-201-604-330	77.33
SHEPS CLEANERS-POLICE ACCOUNT	0936	02/03/2020	UNIFORM ALTERATIONS/CLEANING	001-201-535-233	138.00
SHEPS CLEANERS-POLICE ACCOUNT	0932	02/05/2020	2 PC SUIT CLEANING/BALLAR	001-201-535-233	11.00
SHEPS CLEANERS-POLICE ACCOUNT	1599	02/11/2020	HEM PANTS/LOCKE	001-201-535-233	12.00
SHEPS CLEANERS-POLICE ACCOUNT	1951	02/12/2020	2 PC SUIT CLEANING/BALLAR	001-201-535-233	22.00
SHEPS CLEANERS-POLICE ACCOUNT	2657	02/24/2020	ALTERATIONS/G. MYLES	001-201-535-233	32.00
SHEPS CLEANERS-POLICE ACCOUNT	3669	02/28/2020	CLEANING-2 PR TROUSERS, 3 SHIRTS/BALLARD	001-201-535-233	20.00
WALTMON FRAME AND BODY SHOP	0013722	03/04/2020	SPD #7325 REPAIRS	001-201-630-360	1,564.00
SHEPS CLEANERS-POLICE ACCOUNT	4116	03/04/2020	1 SHORT COAT/W.SIMON	001-201-535-233	5.50
SHEPS CLEANERS-POLICE ACCOUNT	4117	03/04/2020	5PR PANTS ALTERATIONS/W.SIMON	001-201-535-233	60.00
NEXTSTEP INNOVATION	NSI18216	03/04/2020	5 DELL UNIVERSAL DOCKS	001-201-918-805	945.00
LOWE'S-POLICE	909736	03/09/2020	COUPLINGS & PVC	001-201-501-200	52.79
LOWE'S-POLICE	909047	03/13/2020	JANITORIAL SUPPLIES/DISINFECTING STATION	001-201-555-208	125.49
DANNY MCCLUSKEY TOWING	2425	03/15/2020	TOW CAR FROM MONCRIEF PARK TO IMPOUND	001-201-600-300	55.00
R&M TIRES	1125620	03/16/2020	S-6 REPAIR FLAT	001-201-630-360	20.00
LOWE'S-POLICE	911955	03/16/2020	TOWELS, LAUNDRY DETERGENT	001-201-555-208	47.73

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S-POLICE	915800	03/16/2020	4 SPRAY BOTTLES, INDUSTRIAL SPRAY	001-201-555-208	26.48
CANNON FORD LINCOLN	01045	03/18/2020	REPAIRS TO #7330 2010 CROWN VICTORIA	001-201-630-360	520.00
LAIRD CLINIC -POLICE ACCOUNT	788193	03/18/2020	PHYSICAL EXAM FOR S.GARCI	001-201-600-319	178.00
MID-SOUTH UNIFORM & SUPPLY, INC	603141	03/19/2020	UNIFORMS FOR NEW OFFICERS/BECK, LOCKE, MILE	001-201-535-233	2,746.49
LOWE'S-POLICE	910328	03/19/2020	TOWELS, 4 TIER SHELF, STORAGE TOTE/DECON STATION	001-201-555-208	95.13
A+ AUTO REPAIR	019189	03/20/2020	REPAIRS TO #7326 2010 CROWN VICTORIA	001-201-630-360	47.50
R&M TIRES	1126575	03/20/2020	S-28 OIL & FILTER CHANGE	001-201-630-360	52.50
JAMES IKE LANGLEY	1240	03/20/2020	REPAIRS TO WATER HEATER & LINES AT FIRING RANGE	001-201-630-426	2,200.00
MID-SOUTH UNIFORM & SUPPLY, INC	603425	03/20/2020	10 FLASHLIGHTS, MAYOR BADGE	001-201-556-251	1,915.50
SHEPS CLEANERS-POLICE ACCOUNT	5136	03/23/2020	4 PATCHES/W.SIMON	001-201-535-233	16.00
IVY AUTO PARTS, LLC.	636095	03/23/2020	W-44 BATTERY	001-201-630-360	122.66
PITTS SIGN COMPANY	03.24.20	03/24/2020	CAR #6795 STRIPE & LETTER	001-201-630-360	1,200.00
R&M TIRES	1125682	03/24/2020	S-44 OIL AND FILTER CHANGE, TIRE ROTATION, WIPERS	001-201-630-360	164.48
R&M TIRES	1125705	03/24/2020	S-58 OIL AND FILTER CHANGE, TIRE ROTATION	001-201-630-360	72.50
LOWE'S-POLICE	909485	03/24/2020	5 GALLON EASY OFF BLUE, SPRAY BOTTLE, BUCKETS	001-201-555-208	34.86
A+ AUTO REPAIR	019214	03/25/2020	RPAIRS TO #1902 2007 CROWN VICTORIA	001-201-630-360	1,042.97
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	1,874.79
OKTIBBEHA COUNTY COOPERATIVE	541668	03/25/2020	BOOTS	001-201-535-233	99.85
OKTIBBEHA COUNTY COOPERATIVE	541717	03/25/2020	BOOTS	001-201-535-233	99.85
NEWELL PAPER COMPANY	3099152	03/26/2020	2 CASES LYSOL DISINFECTANT	001-201-555-208	148.22
MAGNOLIA BOTTLED WATER CO	41888	03/26/2020	12 FIVE GALLON BOTTLES OF WATER	001-201-501-200	90.00
SHEPS CLEANERS-POLICE ACCOUNT	5220	03/26/2020	ALTERATIONS-3 SHIRTS/B. LOT	001-201-535-233	60.00
MPS MISSISSIPPI POLICE SUPPLY	I-3743	03/26/2020	CUFF CASES, MACE HOLDERS,	001-201-535-233	1,316.25
A+ AUTO REPAIR	019243	03/27/2020	REPAIRS TO #7330 2010 CROWN VICTORIA	001-201-630-360	324.98
POWER DMS, INC	34647	03/27/2020	SOFTWARE-ONE YEAR SUBSCRIPTION PLUS IMPLEMENTATION	001-201-918-805	5,656.38
LAIRD CLINIC -POLICE ACCOUNT	788200	03/27/2020	PHYSICAL EXAM FOR MCLENDON & MONTGOMER	001-201-600-319	356.00
A+ AUTO REPAIR	019245	03/30/2020	REPAIRS TO 2006 JEEP COMMANDER	001-201-630-360	697.98
R&M TIRES	1125750	03/30/2020	S-13 OIL AND FILTER CHANGE	001-201-630-360	52.50
TRI-STARR MUFFLER & BRAKE	253977	03/30/2020	SPD #26 RADIATOR FAN ASSY, OIL CHANGE, COOLANT	001-201-630-360	395.11
NEWELL PAPER COMPANY	3099384	03/30/2020	2 BOXES OF BATTERIES	001-201-501-200	19.22
LOWE'S-POLICE	915472	03/30/2020	GARBAGE BAGS, SPRAY BOTTLE, ROLL TOWELS, INSECT SP	001-201-501-200	92.50
FUELMAN / FLEETCOR	NP57956815	03/30/2020	FUEL REPORT 03/23/20 - 3/29/20	001-201-525-231	1,240.88
A+ AUTO REPAIR	019255	03/31/2020	REPAIRS TO #7321 2010 CROWN VICTORIA	001-201-630-360	910.92
R&M TIRES	1125775	03/31/2020	S-33 OIL AND FILTER CHANGE	001-201-630-360	59.00

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WATERMARK PRINTERS LLC	13221	03/31/2020	EVIDENCE BAGS, ROSTER CARDS, BUS. CARDS, ACTIVITY	001-201-615-343	724.00
AMAZON CAPITAL SERVICES, INC.	1GDW-9H6H-JGQX	03/31/2020	AIR PURIFIER, FILTER REPLACEMENT	001-201-501-200	89.98
MID-SOUTH UNIFORM & SUPPLY, INC	603610	03/31/2020	UNIFORM ACCESSORIES/REAVES, LEDLOW, WALKER, BALLAR	001-201-535-233	1,012.06
AMAZON CAPITAL SERVICES, INC.	1WL9-TNLR-1P11	04/01/2020	SAFETY GLASSES, BABY FOREHEAD THERMOMETER, ADULT T	001-201-556-251	776.81
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,253.80
THYSSENKRUPP ELEVATOR CORP	3005187564	04/01/2020	ELEV. MAINT CONTRACT- POLICE -04/01/20-06/30/20	001-201-630-426	1,007.63
AT&T PRIVATE LINE SERVICE	3116909283	04/01/2020	NCIC PRIVATE LINE SVC APRIL 2020	001-201-604-330	206.08
BOB'S MOBILE RADIO	316015	04/01/2020	REPAIRS TO P62, P25, P46 & P50	001-201-630-404	2,294.00
CANON SOLUTIONS AMERICA	4032454250	04/01/2020	JMQ18879	001-201-604-330	35.85
CANON SOLUTIONS AMERICA	4032456142	04/01/2020	JMQ18878	001-201-604-330	56.67
OKTIBBEHA COUNTY COOPERATIVE	544365	04/01/2020	BOOTS	001-201-535-233	99.85
DPS CRIME LAB	90090302	04/01/2020	SERVICE FOR MONTH OF APRIL 2020	001-201-600-300	660.00
CADENCE /ELAN VISA	9985	04/01/2020	SOUTHERN CONNECTION/GLOVES	001-201-556-251	1,808.33
AT&T GLOBAL	GH16576	04/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
CITY OF COLUMBUS	SPD-001336-0420	04/01/2020	FORENSIC LAB SERVICES	001-201-600-300	180.00
WALMART -GENERAL CITY	01967	04/02/2020	LYSOL CONCENTRATES, LYSOL WIPES, HAND SANITIZER	001-201-555-208	146.13
GULF STATES DISTRIBUTORS, INC.	1339549-IN	04/02/2020	11 CASES BULLETS	001-201-556-251	2,009.00
NAVIGATION ELECTRONICS, INC.	74133-IN	04/02/2020	JAG HOTSPOT GRANT PURCHASE	001-201-730-543	15,021.00
R&M TIRES	1125821	04/03/2020	S-30 OIL AND FILTER CHANGE	001-201-630-360	58.49
SULLIVAN'S OFFICE SUPPLY, INC.	54181	04/03/2020	PLANNERS, FILE JACKETS, CLASP ENVELOPES	001-201-501-200	112.81
LAIRD CLINIC -POLICE ACCOUNT	912055	04/06/2020	PHYSICALS FOR C. BELL & E.BARKSDALE	001-201-600-319	356.00
FUELMAN / FLEETCOR	NP58026852	04/06/2020	FUEL REPORT 03/30/20 - 4/05/20	001-201-525-231	1,149.09
CHRIS GREGORY	INV0031821	04/13/2020	REIMB MEALS FOR VAN GUARD TRAINING 1 & 2	001-201-690-552	238.92
FUELMAN / FLEETCOR	NP58059175	04/13/2020	FUEL REPORT 04/06/20 - 4/12/20	001-201-525-231	1,237.53
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031823	04/14/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	115.48
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-201-625-380	2,526.17
BANCORPSOUTH EQUIPMENT FINANCE	05.30.20	04/15/2020	LOAN# 7334-70314-015/POLICE CARS	001-201-820-874	27,436.85
BANCORPSOUTH EQUIPMENT FINANCE	05.30.20	04/15/2020	LOAN# 7334-70314-015/POLICE CARS	001-201-830-873	90.03

Outstanding Total: 88,117.24

Department 201 - POLICE DEPARTMENT Total: 88,117.24

Department: 261 - FIRE DEPARTMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-261-604-330	77.33
SHEPS CLEANERS- FIRE ACCOUNT	4228	03/06/2020	CLEANING-4 PAIR PANTS, 1 SHIRT	001-261-600-430	17.50
LANN CHEMICAL & SUPPLY	0161910	03/17/2020	CLOROX SPRAY, CLOROX WIPE	001-261-555-208	202.20
LANN CHEMICAL & SUPPLY	061799	03/17/2020	ANTIBACTERIAL FOAM- 30 CASES	001-261-555-208	367.50

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3098301	03/19/2020	CASE DISINFECTANT CLEANER AND ALL PURPOSE CLEANER	001-261-555-208	86.05
LOWE'S-FIRE	909494	03/20/2020	TYVEK FULL COVERAGE PROTECTIVE WEAR	001-261-555-250	80.96
UPS	54E5Y120	03/21/2020	GROUND SHIPPING CHARGES	001-261-604-330	36.76
SUNBELT FIRE APPARATUS	122346	03/24/2020	REPAIR E-3 (DIAGNOSTIC ONL	001-261-630-360	375.00
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	231.81
THOMPSON MACHINERY*	RP17581	03/25/2020	REPAIRS TO E-3	001-261-630-360	582.06
SHEPS CLEANERS- FIRE ACCOUNT	5277	03/26/2020	CLEANING-6 SHIRTS/C.YARBROUGH	001-261-600-430	18.00
SHEPS CLEANERS- FIRE ACCOUNT	5278	03/26/2020	CLEANING-4PR TROUSERS, 1 SUIT, 2 SHORT COATS/YARBR	001-261-600-430	44.00
WALMART -GENERAL CITY	00725	03/27/2020	CLOTH AND THREAD FOR FACE MASKS	001-261-555-250	52.15
FIRST RESPONSE FIRE- MIKE COLLINS	2755	03/27/2020	EXTINGUISHER INSPECTIONS- ALL STATIONS/RECHARGE 3	001-261-558-269	125.00
FUELMAN / FLEETCOR	NP57956815	03/30/2020	FUEL REPORT 03/23/20 - 3/29/20	001-261-525-231	226.01
CINTAS	4046760817	03/31/2020	SANITIZING STANDS W/REFILLS 03.31.20	001-261-555-208	22.52
AIRGAS USA, LLC	9969632754	03/31/2020	MONTHLY CYLINDER RENTAL	001-261-630-360	59.56
ALARM SECURITIES, INC. dba ASI	04012020-119	04/01/2020	APRIL 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
NORTHEAST EXTERMINATING	13379	04/01/2020	FIRE STATION #1 / 04.01.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	13380	04/01/2020	FIRE STATION #3 / 04.01.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	13381	04/01/2020	FIRE STATION #4 / 04.01.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	13382	04/01/2020	FIRE STATION #2 / 04.01.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	13383	04/01/2020	FIRE STATION #5 / 04.01.20	001-261-558-269	22.00
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	379.00
LARRY BROWNE JR.	INV0046	04/04/2020	OVERHEAD DOOR ASSY, INSTALLED	001-261-558-269	1,165.00
FUELMAN / FLEETCOR	NP58026852	04/06/2020	FUEL REPORT 03/30/20 - 4/05/20	001-261-525-231	185.77
LANN CHEMICAL & SUPPLY	063203	04/07/2020	BOWL CLEANER, CASCADE, FOAM CLEANER	001-261-555-208	169.15
NEWELL PAPER COMPANY	3100147	04/07/2020	8 CASES ROLL TOWELS, TISSUE, AIR FRESHENER, BOW	001-261-555-208	722.93
CINTAS	4047345900	04/07/2020	SANITIZING STANDS W/REFILL	001-261-555-208	22.52
ATMOS ENERGY	INV0031820	04/07/2020	#3055511080 /FIRESTATION #	001-261-625-380	199.31
QUILL CORPORATION	6134136	04/09/2020	PINESOL CLEANERS -10	001-261-555-208	109.90
QUILL CORPORATION	6145913	04/09/2020	PINESOL CLEANERS-10	001-261-555-208	109.90
FUELMAN / FLEETCOR	NP58059175	04/13/2020	FUEL REPORT 04/06/20 - 4/12/20	001-261-525-231	240.62
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031823	04/14/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	440.98
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-261-625-380	1,058.49

Outstanding Total: 7,570.80

Department 261 - FIRE DEPARTMENT Total: 7,570.80

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-281-604-330	77.33
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	102.76
MAXXSOUTH BROADBAND	INV0031825	03/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	170.55
CANON SOLUTIONS AMERICA	4032457410	04/01/2020	JME15733	001-281-604-330	28.89

Outstanding Total: 407.64

Department 281 - BUILDING/CODES OFFICE Total: 407.64

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031823	04/14/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	72.49
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031824	04/14/2020	CIVIL AIR PATROL 99633-001	001-290-625-380	56.68
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-290-625-380	26.60
Outstanding Total:					155.77
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					155.77
Department: 301 - STREET DEPARTMENT					
Outstanding					
G&C SUPPLY CO., INC	6753319	10/08/2019	RESTOCK STREET SIGNS	001-301-565-272	268.65
G&C SUPPLY CO., INC	6756707-2	10/31/2019	REMAINING BALANCE/RESTOCK STREET SIGNS	001-301-565-272	127.95
G&C SUPPLY CO., INC	6758115	11/14/2019	INTERLOCKING BRACKET SETS, O.D POSTS	001-301-565-272	21.00
G&C SUPPLY CO., INC	6758116	11/14/2019	4 STOP SIGN PADDLES	001-301-565-272	312.00
G&C SUPPLY CO., INC	6758141	11/15/2019	RESTOCK BRACKETS AND CAP	001-301-565-272	2,248.45
G&C SUPPLY CO., INC	6761856	12/23/2019	POST CAPS, CROSS PIECE BRACKETS	001-301-565-272	678.00
G&C SUPPLY CO., INC	6762551	12/31/2019	3M BLACK SHEETING	001-301-565-272	755.00
G&C SUPPLY CO., INC	6765658	01/31/2020	BLACK SHEETING	001-301-565-272	145.00
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-301-604-330	77.33
NORTHEAST EXTERMINATING	10137	02/03/2020	STREET DEPT. 02.03.20	001-301-691-550	30.00
DETCO INDUSTRIES, INC.	035774	02/05/2020	CITRUS TAGR 5 GAL CUBE	001-301-555-250	297.16
AUTOZONE	426642242	02/14/2020	1 LOVEJOY COUPLERS	001-301-630-360	221.77
AUTOZONE	0426652479	02/27/2020	OIL, TRANS FLUID, FUEL INJECTOR	001-301-630-360	381.92
AUTOZONE	0426653173	02/28/2020	FUEL PUMP ASSY	001-301-630-360	150.84
GATEWAY TIRE & SERVICE CENTER	1018-121100	03/02/2020	TRUCK #710-2 NEW TIRES	001-301-630-360	587.13
NORTHEAST EXTERMINATING	11853	03/02/2020	STREET DEPT. 03.02.20	001-301-691-550	30.00
AUTOZONE	0426657456	03/03/2020	4 SPARK PLUGS, DENSO WIRE SET	001-301-630-360	79.15
BASICS, INC. A Trade America Company	23841	03/05/2020	2 CASES PAPER TOWELS	001-301-555-250	58.60
APAC-MISSISSIPPI, INC	4000094927	03/07/2020	3.11 TONS ASPHALT	001-301-560-270	228.59
G&C SUPPLY CO., INC	6769425	03/09/2020	STAINLESS STEEL BRACKETS	001-301-565-272	141.33
STARKVILLE AUTO PARTS	131593	03/11/2020	2 WIPER BLADES	001-301-630-360	53.98
GATEWAY TIRE & SERVICE CENTER	1018-121798	03/13/2020	REPAIR TIRE ON TRAILER	001-301-630-360	15.30
STARKVILLE AUTO PARTS	131669	03/13/2020	GARAGE JACK	001-301-630-360	139.99
G&C SUPPLY CO., INC	6769980	03/13/2020	BRACKETS, CLAMPS, WING BRACKETS	001-301-565-272	566.67
G&C SUPPLY CO., INC	6769981	03/13/2020	INTERLOCKING BRACKET SETS	001-301-565-272	1,749.30
STARKVILLE AUTO PARTS	131706	03/16/2020	BATTERY, OIL FILTER, MOTOR OIL	001-301-630-360	154.98
STARKVILLE AUTO PARTS	131708	03/16/2020	OIL AND FILTER	001-301-630-360	8.99
BELL BUILDING SUPPLY, INC.	281584	03/16/2020	15 BAGS CONCRETE MIX, PAIN PAIL	001-301-560-270	51.13
OKTIBBEHA COUNTY COOPERATIVE	538447	03/16/2020	COVERALLS (3), 1 PR JEANS	001-301-535-233	106.83
COVINGTON SALES & SERVICE, INC.	85972	03/17/2020	275 GALLONS PHPM EMULSION	001-301-560-270	2,707.25
G&C SUPPLY CO., INC	6770497	03/18/2020	50 PRISMATIC ALL WAY SIGNS	001-301-565-272	375.00
BASICS, INC. A Trade America Company	23864	03/19/2020	LYSOL SPRAY, 3 CASES WIPES	001-301-555-250	286.94
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.38
G&C SUPPLY CO., INC	6771753	03/27/2020	STAINLESS STEEL STRAPPING	001-301-565-272	88.00
G&C SUPPLY CO., INC	6771758	03/27/2020	RESTOCK STREET SIGNS	001-301-565-272	2,146.35

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
G&C SUPPLY CO., INC	6771759	03/27/2020	RESTOCK STREET SIGNS	001-301-565-272	3,861.70
APAC-MISSISSIPPI, INC	4000095434	03/28/2020	2.89 TONS HOT MIX	001-301-560-270	212.42
STARKVILLE AUTO PARTS	132047	03/30/2020	2 LAWN/GARDEN BATTERIES, WIPER BLADES	001-301-630-360	64.98
STARKVILLE AUTO PARTS	132051	03/30/2020	BATTERY-LAWN/GARDEN, STARTER	001-301-630-360	184.94
STARKVILLE AUTO PARTS	132057	03/30/2020	OIL	001-301-630-360	47.85
STARKVILLE AUTO PARTS	132062	03/30/2020	BATTERY	001-301-630-360	161.99
STARKVILLE AUTO PARTS	132065	03/30/2020	VALVE COVER GASKET, HEATER CORE, THERMOSTAT	001-301-630-360	60.26
FUELMAN / FLEETCOR	NP57956815	03/30/2020	FUEL REPORT 03/23/20 - 3/29/20	001-301-525-231	26.02
STARKVILLE AUTO PARTS	132110	03/31/2020	BELT TENSIONER	001-301-630-360	99.99
STARKVILLE AUTO PARTS	132119	03/31/2020	TRANSMISSION FIX, SEAFOA	001-301-630-360	36.95
STARKVILLE AUTO PARTS	132121	03/31/2020	WIPER BLADES	001-301-630-360	129.90
POLLAN & ASSOC. PA	202085	03/31/2020	78 SHIRTS WITH COS LOGO	001-301-535-233	2,370.90
CINTAS	4046760845	03/31/2020	STREET DEPT. 03.31.20	001-301-555-250	39.88
G&C SUPPLY CO., INC	6772028	03/31/2020	GALVANIZED ACHOR PLATES	001-301-565-272	334.75
G&C SUPPLY CO., INC	6772236	03/31/2020	BLACK SHEETING 3M	001-301-565-272	1,305.00
STARKVILLE AUTO PARTS	132139	04/01/2020	OIL FILTERS, OIL	001-301-630-360	214.21
STARKVILLE AUTO PARTS	132151	04/01/2020	4 WIPER BLADES	001-301-630-360	55.96
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	322.15
BERRY ELECTRIC, LLC	004500	04/02/2020	INSTALL 3 PHASE PANEL/BREAKERS-TRUCK WASH BLDG	001-301-630-400	545.83
STARKVILLE AUTO PARTS	132190	04/02/2020	WORKLIGHTS AND BULBS	001-301-630-400	81.94
NORTHEAST EXTERMINATING	13400	04/02/2020	STREET DEPT 04.02.20	001-301-691-550	30.00
STARKVILLE AUTO PARTS	132216	04/03/2020	AIR FILTER	001-301-630-360	36.99
STARKVILLE AUTO PARTS	132219	04/03/2020	OIL AND FILTER	001-301-630-360	113.09
APAC-MISSISSIPPI, INC	4000095600	04/04/2020	5.99 TONS LIMESTONE	001-301-560-270	440.27
FUELMAN / FLEETCOR	NP58026852	04/06/2020	FUEL REPORT 03/30/20 - 4/05/20	001-301-525-231	66.43
PAUL'S WELDING	0452	04/07/2020	TRUCK#702 REPAIR HYD CYLINDER	001-301-630-360	526.00
CINTAS	4047346072	04/07/2020	STREET DEPT. 04.07.20	001-301-555-250	39.88
GATEWAY TIRE & SERVICE CENTER	1018-122880	04/08/2020	TRUCK #61 REPAIR TIRE	001-301-630-360	36.95
STARKVILLE AUTO PARTS	132344	04/08/2020	OIL AND FILTER	001-301-630-360	54.42
STARKVILLE AUTO PARTS	132351	04/08/2020	OIL FILTER, AIR FILTERS	001-301-630-360	77.97
STARKVILLE AUTO PARTS	132354	04/08/2020	RELAY	001-301-630-360	37.98
STARKVILLE AUTO PARTS	132357	04/08/2020	OIL AND FILTER	001-301-630-360	60.42
OKTIBBEHA COUNTY COOPERATIVE	547317	04/08/2020	MANURE FORK, BROOMS	001-301-555-250	68.97
FUELMAN / FLEETCOR	NP58059175	04/13/2020	FUEL REPORT 04/06/20 - 4/12/20	001-301-525-231	118.62
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031823	04/14/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	8,807.51
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-301-625-380	28,826.81

Outstanding Total: 64,879.45

Department 301 - STREET DEPARTMENT Total: 64,879.45

Department: 360 - ANIMAL CONTROL

Outstanding

ANIMAL MEDICAL CENTER	348904	01/16/2020	8 PILLS ACEPROMAZINE	001-360-555-250	12.18
CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	001-360-604-330	77.33
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.50

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP57956815	03/30/2020	FUEL REPORT 03/23/20 - 3/29/20	001-360-525-231	17.49
Outstanding Total:					142.50
Department 360 - ANIMAL CONTROL Total:					142.50

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding					
WALMART - GENERAL CITY	03080	03/02/2020	ITEMS FOR SENIOR CITIZEN PROGRAMS	001-550-501-220	309.77
VERNON PLUMBING CONTRACTORS	22580	03/03/2020	INSTALL NEW WATER LINE AT MCKEE PARK	001-550-636-110	4,322.25
LOWE'S- PARKS	901633	03/16/2020	GLOVES, TOWELS, SPRAY BOTTLES, ANTIBACTERIAL SOAP	001-550-501-208	53.53
LOWE'S- PARKS	910295	03/30/2020	BOTTLED WATER, BOX OF RAGS, GLOVES	001-550-501-200	15.12
LOWE'S- PARKS	910295	03/30/2020	BOTTLED WATER, BOX OF RAGS, GLOVES	001-550-501-208	47.53
GENTRY SIGNS	GS113186	03/30/2020	35 SCREENPRINTED SIGNS	001-550-600-300	825.00
RACKLEY OIL INC.	119639	03/31/2020	GAS, POWER STEERING FLUID	001-550-525-231	126.95
SECURITY SOLUTIONS	137451	04/01/2020	QUARTERLY MONITORING FIELDS & CONCESSION-PARKS	001-550-600-300	288.00
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	113.70
FUELMAN / FLEETCOR	NP58026852	04/06/2020	FUEL REPORT 03/30/20 - 4/05/20	001-550-525-231	37.43
ATMOS ENERGY	INV0031819	04/07/2020	# 3019958172 /PARKS	001-550-600-340	63.76
MONTGOMERY LAWN MAINTENANCE	115	04/08/2020	TREE REMOVAL AT MONCRIEF PARK	001-550-600-300	1,250.00
POWERSTROKE EQUIPMENT SALES & SVC	4373	04/08/2020	CLASSEN 18" SOD CUTTER	001-550-918-805	4,800.00
STARKVILLE UTILITIES	INV0031829	04/14/2020	UTILITY BILLS BY DEPT	001-550-600-340	20,204.81
DIANE CLARK	INV0031883	04/15/2020	CONTRACT LABOR-DANCE INSTRUCTOR- MARCH 2020	001-550-600-320	125.00
CONNIE WISE	INV0031884	04/15/2020	CONTRACT LABOR-DANCE INSTRUCTOR- MARCH 2020	001-550-600-320	160.00
CHITIA SPENCER	INV0031885	04/15/2020	REFUND FOR PARKS RENTAL	001-550-949-978	125.00
BYRON BISHOP	INV0031886	04/15/2020	REFUND FOR PARKS RENTAL	001-550-949-978	50.00
CYNTHIA BELL	INV0031887	04/15/2020	REFUND FOR PARKS RENTAL	001-550-949-978	200.00
YOLANDA ROLLINGS	INV0031888	04/15/2020	REFUND FOR PARKS RENTAL	001-550-949-978	200.00
Outstanding Total:					33,317.85
Department 550 - PARKS AND REC DEPARTMENT Total:					33,317.85

Department: 600 - CAPITAL PROJECTS

Outstanding					
NEEL-SCHAFFER	1063180	02/14/2020	STARKVILLE HIGH SCHOOL BRIDGE-JAN. 2020 SVCS	001-600-912-805	5,411.03
NEEL-SCHAFFER	1063181	02/14/2020	OLD WEST POINT RD BRIDGE REPL/JANUARY 2020 SVCS	001-600-912-806	7,472.07
Outstanding Total:					12,883.10
Department 600 - CAPITAL PROJECTS Total:					12,883.10

Department: 800 - DEBT SERVICE

Outstanding					
HANCOCK BANK	03.03.20	03/03/2020	MDBSTARKV18/GO PUB IMP BOND PROJ 2018	001-800-830-873	68,750.49
HANCOCK BANK	03.03.2020	03/03/2020	MDBSTARKV19/GO PUB IMP BOND PROJ 2019	001-800-850-830	34,993.33
HANCOCK WHITNEY BANK	35557	03/18/2020	STARKVILLE16/ SER 2016 A AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK	35558	03/18/2020	STARKVILLE16B/ SER 2016 B AGENT FEE	001-800-840-876	850.00

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
HANCOCK WHITNEY BANK	35561	03/18/2020	STARKVILLE 17/GO TAX DEV BOND 2017	001-800-840-876	800.00
Outstanding Total:					106,243.82
Department 800 - DEBT SERVICE Total:					106,243.82
Fund 001 - GENERAL FUND Total:					356,325.72

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	015-505-604-330	77.33
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.08
SOLAR SPRAY	659686	03/26/2020	ROUND UP, SURFACTANT, SPRAYING	015-505-691-550	151.50
MAXXSOUTH BROADBAND	INV0031828	03/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
RACKLEY OIL INC.	527747	03/31/2020	CASE OF OIL	015-505-525-235	409.98
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	37.90
RACKLEY OIL INC.	527800	04/01/2020	GAS	015-505-525-231	100.16
TITAN AVIATION FUELS	R3284015	04/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
OKTIBBEHA COUNTY COOPERATIVE	547059	04/06/2020	FERRIS BLADE SET 61"	015-505-630-400	73.55
MAXXSOUTH BROADBAND	INV0031827	04/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
OKTIBBEHA COUNTY COOPERATIVE	547292	04/07/2020	OIL FILTER, PRE CLEANER, 4 WHEELS	015-505-630-400	39.34
OKTIBBEHA COUNTY COOPERATIVE	548278	04/10/2020	RETAINER NUT, O RINGS	015-505-630-400	6.37
Outstanding Total:					2,026.37
Department 505 - AIRPORT Total:					2,026.37
Fund 015 - AIRPORT FUND Total:					2,026.37

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

CSPIRE BUSINESS SOLUTIONS	1502781	02/01/2020	CSBS-643956	022-322-604-330	77.34
H&O TRUCKS & TRAILER REPAIR L.L.C.	62233	02/11/2020	TRUCK #33 FIX THERMOSTAT	022-322-630-360	442.08
CANNON FORD LINCOLN	00270C	02/13/2020	OVERPAID INV #00270 (SALES TAX)	022-322-630-360	-4.18
CSPIRE WIRELESS	03.25.20	03/25/2020	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	47.08
POWERSTROKE EQUIPMENT SALES & SVC	4325	03/27/2020	BUSHING	022-322-555-250	51.96
FUELMAN / FLEETCOR	NP57956815	03/30/2020	FUEL REPORT 03/23/20 - 3/29/20	022-322-525-231	1,014.65
WASTE MANAGEMENT	0756093-2132-0	04/01/2020	RECYCLING FOR MARCH 2020	022-322-600-431	3,338.70
VERIZON CONNECT-NWF	2080881	04/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	549.55
GOLDEN TRIANGLE PLANNING & DEV. INC	7933	04/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	244.50
GOLDEN TRIANGLE PLANNING & DEV. INC	7934	04/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	10.00
GOLDEN TRIANGLE PLANNING & DEV. INC	7935	04/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
SGK LANDSCAPES, LLC	ST25115	04/01/2020	MEDIAN MAINTENANCE- LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST25116	04/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BERRY ELECTRIC, LLC	004500	04/02/2020	INSTALL 3 PHASE PANEL/BREAKERS-TRUCK WASH BLDG	022-322-630-360	545.83
NORTHEAST EXTERMINATING	13399	04/02/2020	SANITATION 04.02.20	022-322-600-300	30.00
POWERSTROKE EQUIPMENT SALES & SVC	4355	04/03/2020	EXMARK REPAIRS	022-322-630-400	49.49
FASTENAL COMPANY	MSSTA91062	04/06/2020	5 LIME RAIN SUITS, 2 HOOD SWEATSHIRTS	022-322-535-233	285.79
FASTENAL COMPANY	MSSTA91705	04/06/2020	13 PAIRS FLEXGUARD GLOVES	022-322-535-233	27.95
FUELMAN / FLEETCOR	NP58026852	04/06/2020	FUEL REPORT 03/30/20 - 4/05/20	022-322-525-231	1,321.64
STARKVILLE AUTO PARTS	132312	04/07/2020	2 HD BATTERIES	022-322-630-360	195.97
AMAZON CAPITAL SERVICES, INC.	171G-46VL-CP7H	04/07/2020	10 BOXES WYPALL REUSUABLE CLOTHS	022-322-555-250	924.43
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010343	04/08/2020	100 GALLONS SOAP	022-322-525-231	395.00
GATEWAY TIRE & SERVICE CENTER	1018-122891	04/08/2020	TRUCK 33 NEW TIRE AND MOUNT	022-322-630-360	360.62
STARKVILLE AUTO PARTS	132341	04/08/2020	HYDRAULIC HOSES-92	022-322-630-360	135.18
FUELMAN / FLEETCOR	NP58059175	04/13/2020	FUEL REPORT 04/06/20 - 4/12/20	022-322-525-231	1,161.60

Outstanding Total: 13,587.83

Department 322 - SANITATION DEPARTMENT Total: 13,587.83

Fund 022 - ENVIRONMENTAL SERVICES Total: 13,587.83

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

NEEL-SCHAFER	1063699	03/13/2020	LANDFILL/PROF. SVCS FEB. 2020	023-323-600-338	273.75
--------------	---------	------------	----------------------------------	-----------------	--------

Outstanding Total: 273.75

Department 323 - LANDFILL Total: 273.75

Fund 023 - LANDFILL ACCOUNT Total: 273.75

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	1016633	01/31/2020	JONES WALKER INV#1016633	303-600-600-309	17.50
OKT COUNTY SUPERVISORS	123865	03/26/2020	HEADWATERS INV #123865	303-600-600-309	9,344.44
OKT COUNTY SUPERVISORS	1024306	03/30/2020	JONES WALKER INV#1024306	303-600-600-309	6,212.75

Outstanding Total: 15,574.69

Department 600 - CAPITAL PROJECTS Total: 15,574.69

Fund 303 - INDUSTRIAL PARK BOND Total: 15,574.69

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

VOLKERT, INC.	01402012	02/29/2020	LOUISVILLE ST. PEDESTRIAN IMPROVEMENTS	319-600-903-851	5,787.05
---------------	----------	------------	---	-----------------	----------

Outstanding Total: 5,787.05

Department 600 - CAPITAL PROJECTS Total: 5,787.05

Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total: 5,787.05

Expense Approval Report

Post Dates: 04/13/2020 - 04/15/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DOUG WHEELER ROOFING, IN 7471		03/31/2020	TPO ROOF SYSTEM AND SHINGLES ON OUTLAW CENTE	375-551-907-942	24,870.00
Outstanding Total:					24,870.00
Department 551 - PARK & REC TOURISM Total:					24,870.00
Fund 375 - PARK AND REC TOURISM Total:					24,870.00
Grand Total:					418,445.41

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	356,325.72	0.00
015 - AIRPORT FUND	2,026.37	0.00
022 - ENVIRONMENTAL SERVICES	13,587.83	0.00
023 - LANDFILL ACCOUNT	273.75	0.00
303 - INDUSTRIAL PARK BOND	15,574.69	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	5,787.05	0.00
375 - PARK AND REC TOURISM	24,870.00	0.00
Grand Total:	418,445.41	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-160-697	DONATION FIRE	23.82	0.00
001-100-604-330	COMMUNICATIONS	265.33	0.00
001-110-604-330	POSTAGE / COMMUNICA	75.47	0.00
001-120-600-300	PROFESSIONAL SERVICE	25,838.32	0.00
001-120-604-330	COMMUNICATIONS	145.99	0.00
001-123-604-330	COMMUNICATIONS	2,243.09	0.00
001-123-620-370	INSURANCE	39.00	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-145-501-200	SUPPLIES	69.48	0.00
001-145-604-330	POSTAGE/COPIER/PHON	156.53	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	3,862.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	1,347.50	0.00
001-190-604-330	COPIERS/PHONES/IPADS	230.22	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	27.55	0.00
001-192-510-220	SUPPLIES	175.75	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-625-380	UTILITIES	2,474.62	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-502-201	SOFTWARE & REFERENC	428.00	0.00
001-197-525-231	GAS & OIL	28.64	0.00
001-197-604-330	COMMUNICATIONS	134.34	0.00
001-197-690-450	GPS EXPENSES	37.90	0.00
001-201-501-200	OFFICE SUPPLIES	457.30	0.00
001-201-525-231	GAS & OIL	3,627.50	0.00
001-201-535-233	UNIFORMS	5,750.85	0.00
001-201-555-208	JANITORIAL SUPPLIES	624.04	0.00
001-201-556-251	POLICE SUPPLIES	6,509.64	0.00
001-201-600-300	PROFESSIONAL SERVICE	895.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	890.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,548.06	0.00
001-201-615-343	PRINTING & BINDING	724.00	0.00
001-201-625-380	UTILITIES	2,641.65	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	7,305.59	0.00
001-201-630-404	RADIO MAINTENANCE /	2,294.00	0.00
001-201-630-426	BUILDING MAINTENANC	3,207.63	0.00
001-201-690-450	GPS EXPENSES	1,253.80	0.00
001-201-690-552	POLICE TRAINING/EDUC	238.92	0.00
001-201-730-543	JAG GRANT MATCH	15,021.00	0.00
001-201-820-874	PRINCIPAL	27,436.85	0.00
001-201-830-873	INTEREST	90.03	0.00
001-201-918-805	MACHINERY, EQUIPMEN	6,601.38	0.00
001-261-525-231	GAS & OIL	652.40	0.00
001-261-555-208	JANITORIAL & PAPER SU	1,812.67	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-555-250	SUPPLIES & SMALL TOOL	133.11	0.00
001-261-558-269	BUILDING MAINTENANC	1,400.00	0.00
001-261-600-430	UNIFORM CLEANING	79.50	0.00
001-261-604-330	PHONES/CABLE/INTERN	398.72	0.00
001-261-625-380	UTILITIES	1,698.78	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	1,016.62	0.00
001-261-690-450	GPS EXPENSES	379.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/	237.09	0.00
001-281-690-450	GPS EXPENSES	170.55	0.00
001-290-625-380	UTILITIES / CODE RED	155.77	0.00
001-301-525-231	GAS & OIL	211.07	0.00
001-301-535-233	UNIFORMS	2,477.73	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	791.43	0.00
001-301-560-270	CONSTRUCTION MATERI	3,639.66	0.00
001-301-565-272	STREETS SIGNS & PAINT	15,124.15	0.00
001-301-604-330	COMMUNICATIONS	128.71	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	37,671.88	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	3,794.90	0.00
001-301-630-400	EQUIPMENT REPAIR &	627.77	0.00
001-301-690-450	GPS EXPENSES	322.15	0.00
001-301-691-550	MISCELLANEOUS	90.00	0.00
001-360-525-231	GAS & OIL	17.49	0.00
001-360-555-250	SUPPLIES & SMALL TOOL	12.18	0.00
001-360-604-330	COMMUNICATIONS	112.83	0.00
001-550-501-200	OFFICE SUPPLIES	15.12	0.00
001-550-501-208	JANITORIAL	101.06	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	309.77	0.00
001-550-525-231	GAS & OIL	164.38	0.00
001-550-600-300	PROFESSIONAL SERVICE	2,363.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	285.00	0.00
001-550-600-340	UTILITIES	20,268.57	0.00
001-550-636-110	FIELD IMPROVEMENTS/L	4,322.25	0.00
001-550-690-450	GPS EXPENSES	113.70	0.00
001-550-918-805	MACHINERY AND EQUIP	4,800.00	0.00
001-550-949-978	PARK & REC REFUNDS	575.00	0.00
001-600-912-805	ERBR 53-420(02) STARK	5,411.03	0.00
001-600-912-806	ERBR 53-420(01) OLD W	7,472.07	0.00
001-800-830-873	2018 BOND 4.5M CAP I	68,750.49	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
001-800-850-830	2.7 GO BOND INTEREST	34,993.33	0.00
015-505-525-231	GAS & OIL	100.16	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS	409.98	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	283.16	0.00
015-505-604-330	CELL PHONE/POSTAGE	124.41	0.00
015-505-630-400	EQUIPMENT REPAIR &	119.26	0.00
015-505-690-450	GPS EXPENSES	37.90	0.00
015-505-691-550	MISCELLANEOUS	151.50	0.00
022-322-525-231	GAS & OIL	3,892.89	0.00
022-322-535-233	UNIFORMS	313.74	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	976.39	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-364	BILLING SERVICES	264.50	0.00
022-322-600-431	CONTRACT RECYCLING C	3,338.70	0.00
022-322-604-330	COMMUNICATIONS	124.42	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	1,675.50	0.00
022-322-630-400	EQUIPMENT REPAIR &	49.49	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-691-450	GPS EXPENSES	549.55	0.00
023-323-600-338	CONTRACT / PROF SERVI	273.75	0.00
303-600-600-309	LEGAL AND PROF SVCS E	15,574.69	0.00
319-600-903-851	SIDEWALK/WALKWAY I	5,787.05	0.00
375-551-907-942	EXISTING PARK IMPROV	24,870.00	0.00
	Grand Total:	418,445.41	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	412,658.36	0.00
15006	5,787.05	0.00
	Grand Total:	418,445.41



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23110

RUN DATE 04/14/20

PAGE

1

10:14 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
---------	------	--------	-------------	--------------	------------	-------------------	---------------	------------	----------------	-------------------	-------------------

VENDOR: 4 INNOVATIVE BROADCAST SERVICE

INV-873, IN-874	04/13/20	3884	Well repairs		04/22/20	1311.25	.00	ACH			
-----------------	----------	------	--------------	--	----------	---------	-----	-----	--	--	--

VENDOR: 57 ALLIED UNIVERSAL CORPORATION

7816, 7817, 7818	04/13/20	3907	Chemicals		04/22/20	1599.80	.00	ACH			
857,855,859	04/13/20	3753	Chemicals		04/22/20	2204.20	.00	ACH			

VENDOR TOTAL: 3804.00

VENDOR: 124 ATMOS ENERGY

3020752702-4/20	04/13/20	0	Utility bill		04/22/20	200.73	.00	ACH			
-----------------	----------	---	--------------	--	----------	--------	-----	-----	--	--	--

VENDOR TOTAL: 200.73

VENDOR: 191 BANCORPSOUTH-2019 BONDS

5/01/20	04/08/20	0	Bond Payment 82-0097-01-2		04/22/20	660850.00	.00	ACH			
---------	----------	---	---------------------------	--	----------	-----------	-----	-----	--	--	--

VENDOR TOTAL: 660850.00

VENDOR: 202 BELL BUILDING SUPPLY

283456	04/13/20	3889	Parts		04/22/20	8.69	.00	ACH			
--------	----------	------	-------	--	----------	------	-----	-----	--	--	--

VENDOR TOTAL: 8.69

VENDOR: 220 CENTRAL PIPE SUPPLY

S100212094.001	04/13/20	3904	Meter encoders		04/22/20	19200.00	.00	ACH			
----------------	----------	------	----------------	--	----------	----------	-----	-----	--	--	--

VENDOR TOTAL: 19200.00

VENDOR: 232 BAGWELL ENTERPRISES LLC

MAR 2020	04/13/20	0	Meter Reading		04/22/20	4488.40	.00	ACH			
----------	----------	---	---------------	--	----------	---------	-----	-----	--	--	--

VENDOR TOTAL: 4488.40

VENDOR: 305 DIXIE WHOLESALE WATERWORKS

507600	04/13/20	3897	Chemicals		04/22/20	1512.00	.00	ACH			
--------	----------	------	-----------	--	----------	---------	-----	-----	--	--	--

VENDOR TOTAL: 1512.00

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23110

PAGE 2
RUN DATE 04/14/20 10:14 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
UNPAID INVOICES											
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3100894-001	04/13/20	3835	Materials		04/22/20	2440.00	.00	CHK			
3100928-000	04/13/20	3839	Parts		04/22/20	892.04	.00	CHK			
3101010-000	04/13/20	3860	Materials		04/22/20	1772.16	.00	CHK			
3101110-000	04/13/20	3882	Materials		04/22/20	2598.13	.00	CHK			
885-001, 058-000	04/13/20	3830	Water pumps		04/22/20	2596.00	.00	CHK			
VENDOR TOTAL:						10298.33					
VENDOR: 368 CONTROL SYSTEMS, INC											
58283	04/13/20	3886	Repair service call		04/22/20	1701.55	.00	ACH			
VENDOR TOTAL:						1701.55					
VENDOR: 604 FASTENAL											
MSSTA91166	04/13/20	3883	Parts and supplies		04/22/20	3365.12	.00	ACH			
VENDOR TOTAL:						3365.12					
VENDOR: 606 4-COUNTY EPA											
MAR 2020	04/08/20	0	Utilities expense		04/22/20	4150.23	.00	CHK			
VENDOR TOTAL:						4150.23					
VENDOR: 620 G & C SUPPLY CO., INC.											
6771539, 1538	04/13/20	3759	Hydrants		04/22/20	1305.00	.00	ACH			
VENDOR TOTAL:						1305.00					
VENDOR: 639 GOLDEN TRIANGLE											
3062042020	04/13/20	0	Billing services		04/22/20	128.00	.00	ACH			
VENDOR TOTAL:						128.00					
VENDOR: 690 GARVER LLC											
19W10280-4	04/08/20	0	Engineering-Green Oaks		04/22/20	7500.00	.00	ACH			
19W10280-5	04/08/20	0	Engineering-Green Oaks		04/22/20	22000.00	.00	ACH			
19W10280-6	04/08/20	0	Engineering-Green Oaks		04/22/20	14240.00	.00	ACH			
VENDOR TOTAL:						43740.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23110

PAGE 3
RUN DATE 04/14/20 10:14 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	703	HARCROS CHEMICALS INC								
773065500	04/13/20	3891 Chemicals		04/22/20	2000.00	.00	CHK			
VENDOR:	765	HYDRA SERVICE, INC.								
140386, 416, 441	04/13/20	3878 Rental of pumps and pipe ext		04/22/20	7069.00	.00	ACH			
VENDOR:	1168	LEE'S PRECAST CONCRETE								
128855	04/13/20	3845 Manholes		04/22/20	3575.00	.00	ACH			
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
4/01/20	04/08/20	0 CAP Loan Payments		04/22/20	27070.29	.00	CHK			
VENDOR:	1366	MS CROSS CONNECTION								
29586	04/13/20	3881 Testing		04/22/20	278.00	.00	ACH			
VENDOR:	1392	NUNLEY TRUCKING CO, INC.								
28007	04/13/20	3880 Gravel		04/22/20	2376.79	.00	CHK			
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
543727	04/13/20	3848 Supplies		04/22/20	65.00	.00	ACH			
VENDOR:	1537	PERFORMANCE AUTOMOTIVE								
4015	04/13/20	3876 Repairs		04/22/20	225.41	.00	CHK			

VENDOR TOTAL: 2000.00

VENDOR TOTAL: 7069.00

VENDOR TOTAL: 3575.00

VENDOR TOTAL: 27070.29

VENDOR TOTAL: 278.00

VENDOR TOTAL: 2376.79

VENDOR TOTAL: 65.00

VENDOR TOTAL: 225.41

STARKVILLE WATER DEPT
PRG. ACTPAINT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23110

PAGE 4
RUN DATE 04/14/20 10:14 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1905 STARKVILLE AUTO PARTS											
462,426,424,308	04/13/20	3804	Parts		04/22/20	919.89	.00	CHK			
549, 518	04/13/20	3828	Parts		04/22/20	111.92	.00	CHK			
761, 643	04/13/20	3846	Parts		04/22/20	233.84	.00	CHK			
					VENDOR TOTAL:	1265.65					
VENDOR: 1937 SOUTHERN PIPE & SUPPLY											
3964505-00	04/13/20	3834	Parts		04/22/20	207.00	.00	ACH			
					VENDOR TOTAL:	207.00					
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
MAR 2020	04/09/20	0	Water Revenues-Mar 2020		04/22/20	1237.61	.00	ACH			
					VENDOR TOTAL:	1237.61					
VENDOR: 2001 TAYLOR POWER SYSTEMS INC.											
396,905,447,446	04/13/20	3885	Generator maintenance		04/22/20	5389.44	.00	CHK			
					VENDOR TOTAL:	5389.44					
VENDOR: 2018 TRADE AMERICA											
23860	04/13/20	3807	Supplies		04/22/20	189.69	.00	ACH			
					VENDOR TOTAL:	189.69					
VENDOR: 2104 UPS											
24WIX6130	04/08/20	0	Postage		04/22/20	29.24	.00	CHK			
24WIX6140	04/13/20	0	Postage		04/22/20	30.45	.00	CHK			
					VENDOR TOTAL:	59.69					
VENDOR: 2202 WAYPOINT ANALYTICAL											
1051320	04/13/20	3820	Testing analysis		04/22/20	252.00	.00	ACH			
1051436	04/13/20	3877	Testing analysis		04/22/20	252.00	.00	ACH			
1051538	04/13/20	3877	Testing analysis		04/22/20	252.00	.00	ACH			
					VENDOR TOTAL:	756.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23110

PAGE 5
RUN DATE 04/14/20 10:14 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
---------	------	--------	-------------	--------------	------------	-------------------	---------------	------------	----------------	-------------------	-------------------

VENDOR: 2210 VERIZON WIRELESS

9851586151	04/08/20	0	Phone bill 2821-03		04/22/20	81.68	.00	CHK			
------------	----------	---	--------------------	--	----------	-------	-----	-----	--	--	--

VENDOR TOTAL: 81.68

VENDOR: 2221 VOLKERT, INC.

01403011	04/08/20	0	Engineering-WWTP Biosolids		04/22/20	19825.00	.00	ACH			
----------	----------	---	----------------------------	--	----------	----------	-----	-----	--	--	--

VENDOR TOTAL: 19825.00

GRAND TOTAL: 827734.55

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23200

PAGE 1
RUN DATE 04/14/20 11:38 AM

INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				AMOUNT	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR:	124	ATMOS ENERGY								
3012612404-4/20	04/08/20	0	Utility bill	313.69	.00	.00	ACH			
			VENDOR TOTAL:	313.69						
VENDOR:	131	ALTEC INDUSTRIES, INC.								
8660634	04/13/20	9144	LED Lights	470.00	.00	.00	ACH			
			VENDOR TOTAL:	470.00						
VENDOR:	218	BOGGS, INC.								
18024	04/13/20	9204	Materials	1171.20	.00	.00	ACH			
			VENDOR TOTAL:	1171.20						
VENDOR:	283	CHANCELLOR SUPPLY INC.								
050010681-01	04/13/20	9118	Materials	3494.40	.00	.00	CHK			
854-01, 885-01	04/13/20	9191	Materials	2577.00	.00	.00	CHK			
			VENDOR TOTAL:	6071.40						
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC								
RFP #2 - 4/08/20	04/09/20	0	Substation Construction	137316.90	.00	.00	ACH			
			VENDOR TOTAL:	137316.90						
VENDOR:	303	C SPIRE WIRELESS								
MAR 2020	04/08/20	0	Phone bill	462.42	.00	.00	CHK			
			VENDOR TOTAL:	462.42						
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN								
APR 2020-TAX	04/09/20	0	Tax Equivalency	113750.00	.00	.00	CHK			
			VENDOR TOTAL:	113750.00						
VENDOR:	616	FUELMAN								
NP58026852	04/08/20	0	Fuel	541.10	.00	.00	CHK			
NP58059175	04/13/20	0	Fuel	469.54	.00	.00	CHK			
			VENDOR TOTAL:	1010.64						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23200

PAGE 2
RUN DATE 04/14/20 11:38 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER								
1018-122800	04/13/20	9222	Repairs		04/22/20	120.94	.00	CHK			
					VENDOR TOTAL:	120.94					
VENDOR:	696		GARNER LUMLEY ELECTRIC								
565841	04/13/20	9228	AMI Electric Meters		04/22/20	14280.00	.00	ACH			
567661	04/13/20	9147	LED Floodlights		04/22/20	8975.00	.00	ACH			
					VENDOR TOTAL:	23255.00					
VENDOR:	730		GRESKO UTILITY SUPPLY, INC.								
7724-00, 7724-02	04/13/20	9177	LED 400w Lights		04/22/20	14600.00	.00	ACH			
					VENDOR TOTAL:	14600.00					
VENDOR:	801		QUADIENT FINANCE USA INC.								
3/27/20	04/13/20	0	Postage		04/22/20	500.00	.00	CHK			
					VENDOR TOTAL:	500.00					
VENDOR:	804		QUADIENT LEASING USA INC								
N828430	04/09/20	0	Postage		04/22/20	432.32	.00	CHK			
					VENDOR TOTAL:	432.32					
VENDOR:	1217		LIGHTS AND BALLASTS LLC								
898604, 898603	04/08/20	0	Light replacements		04/22/20	1507.00	.00	ACH			
					VENDOR TOTAL:	1507.00					
VENDOR:	1239		LOLLEY REAL ESTATE								
APR 2020	04/09/20	0	Storage Rental		04/22/20	900.00	.00	ACH			
					VENDOR TOTAL:	900.00					
VENDOR:	1335		VERIZON CONNECT NWF, INC								
OSV000002070617	04/13/20	0	Vehicle Services-CITY206		04/22/20	1023.30	.00	CHK			
					VENDOR TOTAL:	1023.30					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23200

PAGE 3
RUN DATE 04/14/20 11:38 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1400	NESCO									
S2375090.001	04/13/20	9155	Uniforms		04/22/20	4871.24	.00	ACH			
S2382978.001	04/13/20	9227	Materials		04/22/20	290.38	.00	ACH			
					VENDOR TOTAL:	5161.62					
VENDOR:	1406	NORTHEAST EXTERMINATING									
4/03/20	04/13/20	9229	Pest control		04/22/20	45.00	.00	ACH			
					VENDOR TOTAL:	45.00					
VENDOR:	1408	FUSION LLC									
200915479	04/13/20	0	Phone bill		04/22/20	337.67	.00	ACH			
					VENDOR TOTAL:	337.67					
VENDOR:	1421	NTG LLC									
10253	04/13/20	0	Internet phone hosting		04/22/20	650.00	.00	ACH			
					VENDOR TOTAL:	650.00					
VENDOR:	1623	POWERSTROKE EQUIPMENT INC									
4363	04/13/20	9223	Parts		04/22/20	29.98	.00	ACH			
					VENDOR TOTAL:	29.98					
VENDOR:	1626	NOVUS GLASS									
09653	04/13/20	9221	Repairs		04/22/20	185.00	.00	CHK			
					VENDOR TOTAL:	185.00					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
4/03/20	04/13/20	0	Supplies, Computer software		04/22/20	798.99	.00	CHK			
					VENDOR TOTAL:	798.99					
VENDOR:	1886	SEDC									
29240	04/09/20	0	Billing services		04/22/20	23598.98	.00	ACH			
					VENDOR TOTAL:	23598.98					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23200

PAGE 4
RUN DATE 04/14/20 11:38 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1887	S & S	LINE SERVICE INC									
2118-2119	04/08/20	0	ROW Clearing		04/22/20	5740.80	.00	ACH				
2120-2121	04/13/20	0	ROW Clearing		04/22/20	6505.60	.00	ACH				
			VENDOR TOTAL:			12246.40						
VENDOR:	1931	STARKVILLE	SANITATION DEPT									
MAR 2020	04/09/20	0	Sanitation Collections-Mar 2		04/22/20	273015.11	.00	CHK				
			VENDOR TOTAL:			273015.11						
VENDOR:	1933	STARKVILLE	WATER DEPT									
MAR 2020	04/09/20	0	Collections - Mar 2020		04/22/20	638150.21	.00	ACH				
			VENDOR TOTAL:			638150.21						
VENDOR:	1940	STUART C.	IRBY									
S011818996.003	04/13/20	9184	Materials		04/22/20	545.00	.00	ACH				
			VENDOR TOTAL:			545.00						
VENDOR:	2018	TRADE	AMERICA									
23851, 23861	04/13/20	9207	Supplies		04/22/20	570.77	.00	ACH				
			VENDOR TOTAL:			570.77						
VENDOR:	2021	TCC	FACILITIES MANAGEMENT									
3926	04/08/20	0	Janitorial services		04/22/20	450.00	.00	ACH				
			VENDOR TOTAL:			450.00						
VENDOR:	2040	TVPPA	EDUCATION & TRAIN.									
INV-16046, 19624	04/13/20	0	Education and training		04/22/20	1569.00	.00	ACH				
			VENDOR TOTAL:			1569.00						
VENDOR:	2116	UTILITECH										
2332	04/08/20	0	Product Development and Supp		04/22/20	500.00	.00	ACH				
			VENDOR TOTAL:			500.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/22/20 ACCOUNT 23200

RUN DATE 04/14/20 PAGE 5
11:38 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2210	VERIZON	WIRELESS								
9851231596	04/08/20	0	AMI M2M Data Usage		04/22/20	571.35	.00	CHK			
9851586150	04/08/20	0	Phone bill 2821-01		04/22/20	1368.10	.00	CHK			
			VENDOR TOTAL:			1939.45					
VENDOR:	2305	WASTE	PRO								
192779	04/13/20	9231	Dumpster fees		04/22/20	389.92	.00	ACH			
			VENDOR TOTAL:			389.92					
VENDOR:	2426	ZERION	SOFTWARE								
2020-105724	04/08/20	0	Computer software applicatio		04/22/20	2100.00	.00	ACH			
			VENDOR TOTAL:			2100.00					
VENDOR:	99009746	SYNERGETICS	DCS, INC								
INV-038102	04/08/20	0	Smartboard installation		04/22/20	1053.00	.00	CHK			
			VENDOR TOTAL:			1053.00					
VENDOR:	99009971	SERVICEMASTER	RESTORATION								
202044-0109	04/08/20	0	Janitorial cleaning		04/22/20	438.00	.00	CHK			
			VENDOR TOTAL:			438.00					
VENDOR:	99009982	RICHARDSON	CONSULTING								
4/02/20	04/08/20	0	Training		04/22/20	350.00	.00	CHK			
			VENDOR TOTAL:			350.00					
			GRAND TOTAL:			1267028.91					



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 4/21/2020
PAGE: 1 of 4

SUBJECT: Consideration of Budget Adjustment #2 for fiscal year 9-30-20

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

The majority of these adjustments to the 9/30/20 budget are the results of Departmental Quarterly Review Meetings held April 7 – 10. Department Directors were asked to locate any areas of their budgets they could cut to offset the projected loss of income to the City. The resulting decrease of \$737,500.00 to the budgeted revenues are a total of the cuts derived from the meetings. It is not meant to be any sort of projected percentage of loss.

**REQUESTING
DEPARTMENT:** Admin and Finance

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION, CONTACT: Budget Chairman Sandra Sistrunk or City Clerk Lesa Hardin

SUGGESTED MOTION: Approval of budget adjustments for fiscal year 9-30-20

Account Number	Description	Debit	Credit
001-100-610-350	Aldermen Travel		\$ 1,500.00
001-100-680-311	Aldermen Supplies		\$ 500.00
001-110-690-553	Court: Training & Education		\$ 1,000.00
001-110-918-805	Court: Machinery, Equipment, etc		\$ 6,000.00
001-180-600-320	Background Checks, Drug Screens		\$ 900.00
001-180-610-340	HR Advertising		\$ 900.00
001-180-690-555	HR Dues		\$ 250.00
001-180-610-350	HR Travel		\$ 1,500.00
001-110-450-125	Overtime - Court		\$ 2,500.00
001-110-690-553	Training - Court		\$ 1,000.00
001-110-918-805	Equipment / Software		\$ 6,000.00
001-123-501-200	I.T. Supplies		\$ 1,500.00
001-123-630-400	Equipment Repair / Software		\$ 2,500.00
001-123-918-805	Machinery and Equipment		\$ 2,500.00
001-130-501-200	Election Supplies		\$ 500.00
001-145-501-200	Finance - Office Supplies		\$ 2,500.00
001-145-610-350	Travel / Training		\$ 1,500.00
001-145-630-400	Equipment Rent		\$ 2,000.00
001-145-481-140	Employee Education		\$ 1,000.00
001-142-430-108	City Clerk Part Time Employees		\$ 5,000.00
001-142-430-108	City Clerk PT Employees FICA		\$ 375.00
001-190-501-200	Comm Dev Supplies		\$ 1,000.00
001-190-525-231	Gas and Oil		\$ 400.00
001-190-535-233	Comm Dev Uniforms		\$ 150.00
001-190-600-300	Professional Services- City Planner		\$ 10,000.00
001-190-600-310	P & Z Commission Expenses		\$ 250.00
001-190-600-326	Board of Adjustments Expenses		\$ 250.00
001-190-607-607	Historic Preservation Commission Expenses		\$ 500.00
001-190-610-350	Travel		\$ 3,600.00
001-190-690-553	Training		\$ 1,450.00
001-197-630-400	Engineer: Repairs & Maint		\$ 1,000.00
001-197-604-330	Engineer: Communications		\$ 1,000.00
001-197-610-350	Engineer: Travel		\$ 1,000.00
001-197-918-806	Engineer: Equipment		\$ 3,000.00
001-197-690-553	Engineer Training / Education Reimb		\$ 1,250.00
001-201-555-208	Police: Janitorial Supplies		\$ 1,000.00
001-201-556-251	Police Supplies		\$ 5,000.00
001-201-501-200	Police: Office Supplies		\$ 4,000.00
001-201-625-380	Police: Utilities		\$ 3,000.00
001-201-525-231	Police: Gas & Oil		\$ 20,000.00
001-201-690-552	Police: Training, Travel		\$ 5,000.00
001-245-690-552	Dispatcher Training		\$ 500.00
001-360-420-103	Animal Control: One temp vacancy		\$ 4,000.00
001-360-460-130	Animal Control: One temp vacancy PERS		\$ 700.00
001-360-470-131	Animal Control: FICA		\$ 300.00
001-360-480-133	Animal Control: Health Ins		\$ 1,300.00

001-261-420-103	Fire: Two Vacant Positions	\$	14,000.00
001-261-460-130	Fire: Vacant Positions PERS	\$	2,400.00
001-261-470-131	Fire: Vacant Positions FICA	\$	1,050.00
001-261-480-133	Fire: Vacant Positions Health Ins	\$	2,000.00
001-261-600-430	Fire: Uniform Dry Cleaning	\$	500.00
001-261-501-200	Fire: Office Supplies	\$	250.00
001-261-501-250	Fire Prevention Supplies (school presentations)	\$	1,500.00
001-261-535-233	Fire Uniforms	\$	5,000.00
001-261-502-201	Reference Materials	\$	100.00
001-261-558-269	Fire- Building Maintenace	\$	5,000.00
001-261-600-319	Physical Examinations	\$	5,000.00
001-261-600-390	Fire: Training	\$	10,000.00
001-261-604-330	Phones, Internet, Cable, etc	\$	20,000.00
001-261-610-350	Fire: Travel	\$	150.00
001-261-918-805	Machinery and Equipment	\$	5,000.00
001-281-420-105	Vacant Inspector Position	\$	25,000.00
001-281-460-130	Vacant Inspector Position - PERS	\$	4,000.00
001-281-460-130	Vacant Inspector Positon - FICA	\$	1,900.00
001-281-180-133	Vacant Inspector Position - Insurance	\$	2,500.00
001-281-535-233	Bldg & Codes Uniforms	\$	300.00
001-281-610-350	Bldg & Codes Travel	\$	3,100.00
001-281-690-553	Bldg & Codes Training	\$	4,000.00
001-301-440-114	Street: 3 Vacant Positions	\$	81,400.00
001-301-460-130	Street: Vacant Positions PERS	\$	8,000.00
001-301-470-131	Street: Vacant Positions FICA	\$	6,000.00
001-301-480-133	Street: Vacant - Health Insurance	\$	11,810.00
001-301-555-250	Street Supplies & Small Tools	\$	10,000.00
001-301-560-270	Street: Construction Materials	\$	10,000.00
001-301-561-271	Spraying - Drainage Maint	\$	5,000.00
001-301-604-330	Communications	\$	2,000.00
001-301-610-350	Training	\$	2,000.00
001-301-630-400	Equipment Repair	\$	5,000.00
001-301-691-510	Landfill Expenses	\$	5,000.00
001-301-691-550	Street: Misc Expenses	\$	500.00
001-550-420-103	Park Director: Vacant (net)	\$	8,880.00
001-550-420-105	Sports Coordinator: Vacant	\$	7,500.00
001-550-450-125	Park Overtime	\$	10,000.00
001-550-450-177	Park - OnCall	\$	6,000.00
001-550-430-115	Park Part Time Employees	\$	80,000.00
001-550-470-131	Park: FICA	\$	23,897.00
001-550-460-130	Park: PERS	\$	7,375.00
001-550-480-133	Park: Health Ins - Vacant Positions	\$	3,538.00
001-550-600-320	Contract Labor: Life Guards, Umpires, etc	\$	50,000.00
001-550-600-350	Park Advertising	\$	1,500.00
001-550-600-355	Special Events	\$	5,000.00
001-550-610-350	Park: Travel, Training	\$	1,000.00
001-550-512-200	Tournament Supplies	\$	5,000.00
001-550-501-220	Class / Activity Supplies	\$	2,275.00
001-550-636-110	Park: Field Maint and Improvements	\$	20,000.00
001-600-912-808	Misc Street Repairs	\$	20,000.00
001-600-901-812	Municipal Building Repairs/Maint	\$	1,000.00

001-600-948-857	Drainage (Pay from bond)		\$	5,000.00
001-600-903-516	ADA Sidewalks (Pay from bond)		\$	5,000.00
001-000-260-082 Revenue	Sales Tax (18.5%)	\$	565,000.00	
001-000-206-049 Revenue	TVA Tax Received		\$	29,000.00
001-000-276-123 Revenue	MSU Fire Contract		\$	25,000.00
001-000-358-705 Revenue	Park Registration Fees	\$	77,500.00	
001-000-260-080 Revenue	Park: 2% Sales Tax	\$	25,000.00	
001-000-358-715 Reveune	Park: Advertisements	\$	10,000.00	
001-000-385-700	Park: Rent Revenue	\$	10,000.00	
001-000-330-182	Court Fines & Forfeits Revenues	\$	50,000.00	
001-900-990-998	Contingency Fund Expense		\$	50,000.00
		\$	737,500.00	\$ 737,500.00

022-000-395-627	Sanitation Fees	\$	22,000.00	
022-322-440-108	Sanitation - Part Time Labor		\$	5,000.00
022-322-450-125	Overtime		\$	5,000.00
022-322-470-131	Sanitation - FICA		\$	800.00
022-322-551-239	Garbage Bags		\$	6,000.00
022-322-501-200	Office Supplies		\$	1,500.00
022-322-600-364	Billing Services		\$	1,750.00
022-322-610-350	Sanitation travel / training		\$	950.00
022-322-604-330	Communications		\$	1,000.00
		\$	22,000.00	\$ 22,000.00



**Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
1 Electric Sales	41,465,000		41,465,000
2 Forfeited Customer Discounts	200,000		200,000
3 Misc. Service Revenue	250,000		250,000
4 Interest Income	60,000	40,000	100,000
5 Rent from Electric Property	230,000	75,000	305,000
6 Water Sewer Reimbursement	650,000	150,000	800,000
7 Sanitation Reimbursement	75,000		75,000
8 City Reimbursement for Lights	12,000		12,000
Other Revenue	1,477,000	265,000	1,742,000
Total Revenue	42,942,000	265,000	43,207,000
<u>Expenses</u>			
9 Purchased Power Expense	33,350,000	(650,000)	32,700,000
<u>Payroll Expenses</u>			
10 Employee Salaries	1,660,000		1,660,000
11 Employee Overtime	95,600	(30,000)	65,600
12 Employer Contributions - State Retirement	305,474	(5,220)	300,254
13 Employer Contributions - Social Security	134,303	(2,295)	132,008
14 Employer Contributions - Group Insurance	172,000		172,000
15 Payroll Expense from Other Departments	55,000		55,000
Total Payroll Expenses	2,422,378	(37,515)	2,384,863
<u>Operating Expenses</u>			
16 City Administrative Cost Reimbursement	125,000		125,000
17 Billing Services	325,000		325,000
18 Insurance	220,000		220,000
19 Communications	95,000		95,000
20 Travel and Training	45,000		45,000
21 Dues	50,000		50,000
22 Office Supplies	40,000		40,000
23 Safety Supplies	25,000		25,000
24 Uniforms	30,000		30,000
25 Audit	20,000		20,000
26 Collection Fees	10,000		10,000
27 Advertising	6,000		6,000
28 Utilities	10,000		10,000
29 Rent	7,500	5,000	12,500
30 Postage	6,000	2,000	8,000
Total Operating Expenses	1,014,500	7,000	1,021,500



Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Amendment

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
31 Auto Repair Parts & Supplies	210,000		210,000
32 Expensed Materials & Supplies	265,000		265,000
33 Substation Repairs & Supplies	75,000		75,000
34 Row Clearing	310,000	20,000	330,000
35 Contract Services	325,000		325,000
36 Meter Reading	20,000	(20,000)	-
37 General Maintenance	50,000		50,000
38 Building Maintenance	40,500		40,500
Total Maintenance Expenses	1,295,500	-	1,295,500
<u>Capital Expense</u>			
50 Capitalized Materials & Supplies	1,010,000		1,010,000
51 Capitalized Contract Services	1,252,900	(662,550)	590,350
52 Asset Purchases - Building & Grounds	-	250,000	250,000
53 Asset Purchases - Equipment & Vehicles	480,000	(380,000)	100,000
54 Capital Projects & Construction	2,055,319	356,430	2,411,749
Total Capital Expenses	4,798,219	(436,120)	4,362,099
<u>Debt Expenses</u>			
60 Interest Expense on LTD	25,925		25,925
61 Principal Paid on LTD	1,150,000	(685,000)	465,000
Total Debt Expenses	1,175,925	(685,000)	490,925
62 Tax Equivalency	1,365,000		1,365,000
Total Expenses	45,421,522	(1,801,635)	43,619,887
Total Revenue Over Expenses	(2,479,522)	2,066,635	(412,887)
<u>54 Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>			
Capital Projects - Substation	7,288,498	1,247,919	8,536,417
Capital Projects - Transmission	438,831	56,797	495,628
Capital Projects - Distribution	987,990	251,714	1,239,704
Capital Projects - Street Lighting	90,000		90,000
Capital Projects - Traffic Signals	150,000		150,000
Capital Projects - Special Projects	100,000		100,000
Total	9,055,319	1,556,430	10,611,749
Less: Bond Proceeds Funding Capital Projects	(7,000,000)	(1,200,000)	(8,200,000)
54 Net Capital Expense Funding from Long-Term Debt	2,055,319	356,430	2,411,749



Starkville Utilities – Water & Sewer Department
Budget Year 2020 (10/2019-9/2020) Amendment

		Current Budget	Amendments	Amended Budget
<u>Revenues</u>				
1	Water Sales Revenue	\$ 3,700,000		\$ 3,700,000
2	Sewer Sales Revenue	3,000,000		3,000,000
	Total Sales Revenue	\$ 6,700,000	\$ -	\$ 6,700,000
3	Forfeited Customer Discounts	120,000		120,000
4	Misc. Service Revenue	25,000		25,000
5	Interest Income	50,000		50,000
6	Tap Fees	150,000		150,000
7	Tower Lease	344,837		344,837
8	MSU Wastewater Treatment Income	178,954		178,954
9	Wastewater Revenue	20,000		20,000
10	Federal & State Grant Revenue	1,190,970		1,190,970
	Total Other Revenue	\$ 2,079,761	\$ -	\$ 2,079,761
	Total Revenue	\$ 8,779,761	\$ -	\$ 8,779,761
<u>Expenses</u>				
<u>Payroll Expenses</u>				
11	Employee Wages	\$ 943,727	\$ (25,000)	\$ 918,727
12	Employee Overtime	130,000	(50,000)	80,000
13	Employer Contribution - Retirement	186,828	(13,050)	173,778
14	Employer Contribution - Social Security	82,140	(5,738)	76,403
15	Employer Contribution - Insurance	148,000		148,000
16	Salaries Expense to Other Depts	400,000		400,000
	Total Payroll Expenses	\$ 1,890,695	\$ (93,788)	\$ 1,796,908
<u>Operating Expenses</u>				
17	City Administrative Costs	\$ 75,000		\$ 75,000
18	Rental Allocation to Electric Dept	160,000		160,000
19	Billing Services	180,000		180,000
20	Insurance	80,000		80,000
21	Communications	60,000		60,000
22	Travel & Training	10,000		10,000
23	Dues	3,000		3,000
24	Office Supplies	20,000		20,000
25	Uniforms	20,000		20,000
26	Advertising	2,000		2,000
27	Utilities	780,000		780,000
28	Rent	7,500		7,500
29	Miscellaneous Expense	10,000		10,000
	Total Operating Expenses	\$ 1,407,500	\$ -	\$ 1,407,500



**Starkville Utilities – Water & Sewer Department
Budget Year 2020 (10/2019-9/2020) Amendment**

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
30 Supplies & Small Tools	\$ 700,000		\$ 700,000
31 Gas & Oil Expense	60,000		60,000
34 Chemicals	120,000		120,000
35 Contract Services	200,000		200,000
36 Contract Services - Legal	10,000		10,000
37 Contract Services - Meter Reading	130,000		130,000
38 Contract Services - Testing	10,000		10,000
39 Water Quality Analysis	50,000		50,000
40 Tank & Well Maintenance	100,000		100,000
41 Repairs & Maintenance - Infrastructure	250,000		250,000
42 Repairs & Maintenance - Shop	60,000	40,000	100,000
43 Repairs & Maintenance - Equipment	200,000		200,000
44 MSU Pump Operations & Maintenance	142,255		142,255
45 Remote Pump Station Maintenance	40,000		40,000
Total Maintenance Expenses	\$ 2,072,255	\$ 40,000	\$ 2,112,255
<u>Capital Expense</u>			
50 Infrastructure Improvements	\$ 2,124,250	\$ (100,000)	\$ 2,024,250
51 Asset Purchases - Building & Grounds	25,000		25,000
52 Asset Purchases - Equipment & Vehicles	80,000		80,000
Total Capital Expenses	\$ 2,229,250	\$ (100,000)	\$ 2,129,250
<u>Debt Expenses</u>			
60 Interest Expense on LTD	\$ 469,144		\$ 469,144
61 Principal Paid on LTD	1,027,431		1,027,431
Total Debt Expenses	\$ 1,496,575	\$ -	\$ 1,496,575
Total Expenses	\$ 9,096,275	\$ (153,788)	\$ 8,942,488
Total Revenues Over Expenses	\$ (316,514)	\$ 153,788	\$ (162,727)

<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>			
50A Wastewater Biosolids Project	\$ 8,000,000		\$ 8,000,000
50B SCADA Wastewater Upgrades	500,000		500,000
50C Green Oaks Water & Sewer Replacement	1,600,000	(750,000)	850,000
50D Trim Cane Lift Station Rehab	449,250		449,250
50R Major Construction and Rehab Work	275,000	(50,000)	225,000
Total	\$ 10,824,250	\$ (800,000)	\$ 10,024,250
Less: Debt Funding Capital Projects	(8,700,000)	700,000	(8,000,000)
Capital Expense Net of Long-Term Debt	\$ 2,124,250	\$ (100,000)	\$ 2,024,250



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 4-21-2020
PAGE: 1

SUBJECT: Request approval of the March 2020 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Jameika Smith, Deputy Clerk - Accounting Assistant, or David Wise,
Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of the March 2020 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,472,500.00	7,472,500.00	684,390.79	6,411,135.69	-1,061,364.31	85.80 %
206 - LIEU OF TAXES	790,500.00	790,500.00	2,565.27	597,987.50	-192,512.50	75.65 %
220 - LICENSES AND PERMITS	238,000.00	238,000.00	21,559.16	138,200.30	-99,799.70	58.07 %
230 - INTERGOVERNMENTAL REVENUES	9,217,500.00	9,788,113.00	1,105,895.48	5,162,840.11	-4,625,272.89	52.75 %
250 - GRANTS	975,247.00	1,018,747.00	0.00	473,061.19	-545,685.81	46.44 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	200.00	24,764.91	264.91	101.08 %
330 - FINES AND FORFEITS	563,000.00	563,000.00	103,904.28	246,207.23	-316,792.77	43.73 %
340 - MISCELLANEOUS	627,620.00	637,370.00	64,892.88	450,095.53	-187,274.47	70.62 %
360 - CHARGES FOR SERVICES	1,550.00	1,800.00	450.00	1,160.50	-639.50	64.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,155,000.00	3,155,000.00	122,250.00	816,000.00	-2,339,000.00	25.86 %
631 - ODDFELLOWS	5,000.00	5,000.00	325.86	1,975.49	-3,024.51	39.51 %
Department: 000 - UNDESIGNATED Total:	23,070,417.00	23,694,530.00	2,106,433.72	14,323,428.45	-9,371,101.55	60.45 %
Revenue Total:	23,070,417.00	23,694,530.00	2,106,433.72	14,323,428.45	-9,371,101.55	60.45 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,060.00	207,060.00	16,408.34	102,532.75	104,527.25	49.52 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	716.99	5,807.22	11,692.78	33.18 %
Department: 100 - BOARD OF ALDERMEN Total:	224,560.00	224,560.00	17,125.33	108,339.97	116,220.03	48.25 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	320,745.00	327,745.00	24,828.49	167,151.07	160,593.93	51.00 %
500 - SUPPLIES	12,500.00	12,500.00	1,584.48	10,014.83	2,485.17	80.12 %
600 - CONTRACTUAL SERVICES	20,700.00	21,700.00	1,754.84	15,245.85	6,454.15	70.26 %
900 - CAPITAL OUTLAY	15,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	369,445.00	369,445.00	28,167.81	192,411.75	177,033.25	52.08 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	141.27	838.83	661.17	55.92 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	141.27	838.83	661.17	55.92 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,110.00	154,110.00	11,761.21	76,909.55	77,200.45	49.91 %
500 - SUPPLIES	2,100.00	2,100.00	24.79	210.15	1,889.85	10.01 %
600 - CONTRACTUAL SERVICES	122,900.00	122,900.00	22,465.32	142,491.78	-19,591.78	115.94 %
900 - CAPITAL OUTLAY	0.00	1,500.00	0.00	1,345.00	155.00	89.67 %
Department: 120 - MAYORS OFFICE Total:	279,110.00	280,610.00	34,251.32	220,956.48	59,653.52	78.74 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	293,480.00	293,480.00	22,703.82	152,245.81	141,234.19	51.88 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	83,000.00	96,479.00	3,453.47	78,865.65	17,613.35	81.74 %
900 - CAPITAL OUTLAY	65,000.00	81,672.00	6,455.00	16,810.00	64,862.00	20.58 %
Department: 123 - IT Total:	443,480.00	473,631.00	32,612.29	247,921.46	225,709.54	52.34 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	400,440.00	400,440.00	30,304.87	187,031.01	213,408.99	46.71 %
600 - CONTRACTUAL SERVICES	86,000.00	86,000.00	0.00	50,350.00	35,650.00	58.55 %
Department: 142 - CITY CLERKS OFFICE Total:	486,440.00	486,440.00	30,304.87	237,381.01	249,058.99	48.80 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	3,000.00	3,000.00	0.00	1,339.79	1,660.21	44.66 %
500 - SUPPLIES	12,072.00	12,072.00	467.89	4,509.44	7,562.56	37.35 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	1,350.55	9,043.11	21,956.89	29.17 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	2,900.00	100.00	96.67 %
Department: 145 - OTHER ADMINISTRATIVE Total:	49,072.00	49,072.00	1,818.44	17,792.34	31,279.66	36.26 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	1,225.00	4,197.50	2,802.50	59.96 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	1,225.00	4,197.50	2,802.50	59.96 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,950.00	69,950.00	5,387.00	35,015.50	34,934.50	50.06 %
Department: 160 - ATTORNEY AND STAFF Total:	69,950.00	69,950.00	5,387.00	35,015.50	34,934.50	50.06 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	163,000.00	163,000.00	17,131.33	97,786.13	65,213.87	59.99 %
Department: 169 - LEGAL Total:	163,000.00	163,000.00	17,131.33	97,786.13	65,213.87	59.99 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	225,925.00	225,925.00	17,429.90	112,383.06	113,541.94	49.74 %
500 - SUPPLIES	5,000.00	4,500.00	0.00	269.91	4,230.09	6.00 %
600 - CONTRACTUAL SERVICES	40,750.00	41,250.00	948.35	8,398.70	32,851.30	20.36 %
Department: 180 - HUMAN RESOURCES Total:	271,675.00	271,675.00	18,378.25	121,051.67	150,623.33	44.56 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	263,015.00	263,015.00	20,182.34	130,737.60	132,277.40	49.71 %
500 - SUPPLIES	3,150.00	3,150.00	6.00	393.80	2,756.20	12.50 %
600 - CONTRACTUAL SERVICES	79,300.00	82,800.00	2,160.51	27,185.10	55,614.90	32.83 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	20,756.00	4,244.00	83.02 %
Department: 190 - CITY PLANNER Total:	370,465.00	373,965.00	22,348.85	179,072.50	194,892.50	47.88 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	118,250.00	118,250.00	6,381.24	55,346.88	62,903.12	46.80 %
Department: 191 - EXTERNAL SERVICE Total:	118,250.00	118,250.00	6,381.24	55,346.88	62,903.12	46.80 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	6,000.00	6,000.00	390.55	2,585.84	3,414.16	43.10 %
600 - CONTRACTUAL SERVICES	87,500.00	87,500.00	3,627.70	37,815.47	49,684.53	43.22 %
800 - DEBT SERVICE	3,590.00	3,590.00	0.00	1,793.00	1,797.00	49.94 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	97,090.00	97,090.00	4,018.25	42,194.31	54,895.69	43.46 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	23,499.00	1,501.00	94.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	0.00	38,464.00	28,464.00	57.47 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	20,000.00	12,000.00	62.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	125,928.00	125,928.00	0.00	81,963.00	43,965.00	65.09 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	25,500.00	25,500.00	9,353.00	18,053.00	7,447.00	70.80 %
631 - ODDFELLOWS	20,000.00	20,000.00	5,100.00	10,200.00	9,800.00	51.00 %
990 - TRANSFERS	0.00	0.00	8,500.00	8,500.00	-8,500.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	45,500.00	45,500.00	22,953.00	36,753.00	8,747.00	80.78 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	245,165.00	245,165.00	16,542.24	120,540.81	124,624.19	49.17 %
500 - SUPPLIES	3,400.00	3,400.00	318.46	2,125.30	1,274.70	62.51 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	3,244.77	9,235.00	8,265.00	52.77 %
800 - DEBT SERVICE	5,244.00	5,244.00	873.90	3,058.65	2,185.35	58.33 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	274,309.00	274,309.00	20,979.37	134,959.76	139,349.24	49.20 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	118,050.00	118,050.00	8,627.22	67,184.33	50,865.67	56.91 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 200 - POLICE ADMINISTRATION Total:	118,050.00	118,050.00	8,627.22	67,184.33	50,865.67	56.91 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,985,188.00	3,985,188.00	272,982.09	1,908,599.63	2,076,588.37	47.89 %
500 - SUPPLIES	446,000.00	446,000.00	33,756.30	188,112.76	257,887.24	42.18 %
600 - CONTRACTUAL SERVICES	484,700.00	494,700.00	35,628.49	272,039.28	222,660.72	54.99 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,578.00	5,578.00	0.00	5,578.12	-0.12	100.00 %
800 - DEBT SERVICE	107,000.00	107,000.00	0.00	55,143.96	51,856.04	51.54 %
900 - CAPITAL OUTLAY	50,000.00	65,829.00	0.00	34,241.58	31,587.42	52.02 %
Department: 201 - POLICE DEPARTMENT Total:	5,078,466.00	5,104,295.00	342,366.88	2,463,715.33	2,640,579.67	48.27 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	318,300.00	318,300.00	20,881.31	143,927.60	174,372.40	45.22 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 245 - DISPATCHERS Total:	319,300.00	319,300.00	20,881.31	143,927.60	175,372.40	45.08 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,080.00	120,080.00	8,400.59	45,516.84	74,563.16	37.91 %
Department: 254 - DUI GRANT Total:	120,080.00	120,080.00	8,400.59	45,516.84	74,563.16	37.91 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	106,680.00	106,680.00	8,232.02	53,162.83	53,517.17	49.83 %
Department: 260 - FIRE ADMINISTRATION Total:	106,680.00	106,680.00	8,232.02	53,162.83	53,517.17	49.83 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,940,465.00	4,004,062.00	307,337.34	1,974,225.25	2,029,836.75	49.31 %
500 - SUPPLIES	102,350.00	102,350.00	10,846.85	51,757.38	50,592.62	50.57 %
600 - CONTRACTUAL SERVICES	324,100.00	324,100.00	20,987.61	176,165.90	147,934.10	54.36 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	43,113.00	0.00	37,167.21	5,945.79	86.21 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	27,951.85	40,846.42	24,153.58	62.84 %
Department: 261 - FIRE DEPARTMENT Total:	4,531,915.00	4,638,625.00	367,123.65	2,280,162.16	2,358,462.84	49.16 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	243,730.00	280,493.00	16,815.37	123,561.46	156,931.54	44.05 %
500 - SUPPLIES	5,750.00	5,750.00	239.74	2,130.95	3,619.05	37.06 %
600 - CONTRACTUAL SERVICES	25,150.00	24,725.00	910.63	8,744.18	15,980.82	35.37 %
800 - DEBT SERVICE	5,244.00	5,669.00	1,325.27	6,218.27	-549.27	109.69 %
Department: 281 - BUILDING/CODES OFFICE Total:	279,874.00	316,637.00	19,291.01	140,654.86	175,982.14	44.42 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	292.09	5,692.17	11,307.83	33.48 %
900 - CAPITAL OUTLAY	0.00	10,408.00	0.00	10,408.00	0.00	100.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	17,000.00	27,408.00	292.09	16,100.17	11,307.83	58.74 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	786,015.00	786,015.00	49,502.66	302,897.43	483,117.57	38.54 %
500 - SUPPLIES	192,500.00	192,500.00	14,267.82	77,262.37	115,237.63	40.14 %
600 - CONTRACTUAL SERVICES	588,375.00	588,375.00	46,305.10	272,571.43	315,803.57	46.33 %
800 - DEBT SERVICE	31,213.00	71,213.00	451.38	18,765.55	52,447.45	26.35 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	3,736.04	6,263.96	37.36 %
Department: 301 - STREET DEPARTMENT Total:	1,608,103.00	1,648,103.00	110,526.96	675,232.82	972,870.18	40.97 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	96,030.00	96,030.00	7,418.74	44,454.65	51,575.35	46.29 %
500 - SUPPLIES	3,000.00	3,000.00	214.66	2,172.81	827.19	72.43 %
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	112.83	3,089.33	2,410.67	56.17 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	31,250.00	93,750.00	31,250.00	75.00 %
Department: 360 - ANIMAL CONTROL Total:	229,530.00	229,530.00	38,996.23	143,466.79	86,063.21	62.50 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	903,280.00	921,280.00	58,176.17	401,782.70	519,497.30	43.61 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	220,000.00	202,000.00	11,302.22	59,588.55	142,411.45	29.50 %
600 - CONTRACTUAL SERVICES	627,350.00	627,350.00	31,174.62	277,838.14	349,511.86	44.29 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	6,500.00	-6,500.00	0.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	8,978.00	8,978.00	50.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	14,609.60	15,434.60	-12,934.60	617.38 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,771,086.00	1,771,086.00	119,751.61	770,121.99	1,000,964.01	43.48 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	0.00	0.00	27.38	-27.38	0.00 %
600 - CONTRACTUAL SERVICES	0.00	40,000.00	0.00	4,462.95	35,537.05	11.16 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	40,000.00	0.00	4,490.33	35,509.67	11.23 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	2,605.11	12,394.89	17.37 %
900 - CAPITAL OUTLAY	1,073,067.00	1,588,067.00	152.04	612,848.78	975,218.22	38.59 %
Department: 600 - CAPITAL PROJECTS Total:	1,088,067.00	1,603,067.00	152.04	615,453.89	987,613.11	38.39 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	210,000.00	210,000.00	52,500.00	157,500.00	52,500.00	75.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	274,000.00	274,000.00	52,500.00	218,000.00	56,000.00	79.56 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,213,492.00	2,213,492.00	197,711.25	809,236.88	1,404,255.12	36.56 %
Department: 800 - DEBT SERVICE Total:	2,213,492.00	2,213,492.00	197,711.25	809,236.88	1,404,255.12	36.56 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,897,500.00	1,711,752.00	2,969.56	16,570.94	1,695,181.06	0.97 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,897,500.00	1,711,752.00	2,969.56	16,570.94	1,695,181.06	0.97 %
Expense Total:	23,070,417.00	23,694,530.00	1,566,046.04	10,291,979.85	13,402,550.15	43.44 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	540,387.68	4,031,448.60	4,031,448.60	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	973.00	6,130.00	-3,870.00	61.30 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	35,000.00	35,000.00	973.00	6,130.00	-28,870.00	17.51 %
Revenue Total:	35,000.00	35,000.00	973.00	6,130.00	-28,870.00	17.51 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	163.93	4,836.07	3.28 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	35,000.00	0.00	163.93	34,836.07	0.47 %
Expense Total:	35,000.00	35,000.00	0.00	163.93	34,836.07	0.47 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	973.00	5,966.07	5,966.07	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %
Revenue Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	173.00	827.00	17.30 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
800 - DEBT SERVICE	266,364.00	266,364.00	41,733.93	182,896.04	83,467.96	68.66 %
900 - CAPITAL OUTLAY	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	449,000.00	449,000.00	41,733.93	183,069.04	265,930.96	40.77 %
Expense Total:	449,000.00	449,000.00	41,733.93	183,069.04	265,930.96	40.77 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-41,733.93	-183,069.04	-183,069.04	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,095.00	39,023.00	-31,928.00	55.00 %
340 - MISCELLANEOUS	50,250.00	50,250.00	1,600.32	9,100.32	-41,149.68	18.11 %
360 - CHARGES FOR SERVICES	673,608.00	673,608.00	42,445.52	311,003.97	-362,604.03	46.17 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,350,809.00	1,350,809.00	51,140.84	359,127.29	-991,681.71	26.59 %
Revenue Total:	1,350,809.00	1,350,809.00	51,140.84	359,127.29	-991,681.71	26.59 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	173,420.00	174,420.00	8,883.77	62,302.87	112,117.13	35.72 %
500 - SUPPLIES	472,700.00	472,700.00	29,737.66	198,393.31	274,306.69	41.97 %
600 - CONTRACTUAL SERVICES	104,850.00	117,350.00	3,824.63	53,310.19	64,039.81	45.43 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	35,408.00	35,408.00	51.42	587.67	34,820.33	1.66 %
900 - CAPITAL OUTLAY	564,431.00	550,931.00	0.00	0.00	550,931.00	0.00 %
Department: 505 - AIRPORT Total:	1,350,809.00	1,350,809.00	42,497.48	314,594.04	1,036,214.96	23.29 %
Expense Total:	1,350,809.00	1,350,809.00	42,497.48	314,594.04	1,036,214.96	23.29 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	8,643.36	44,533.25	44,533.25	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	148,133.00	148,133.00	0.00	18,779.28	-129,353.72	12.68 %
Department: 000 - UNDESIGNATED Total:	148,133.00	148,133.00	0.00	18,779.28	-129,353.72	12.68 %
Revenue Total:	148,133.00	148,133.00	0.00	18,779.28	-129,353.72	12.68 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	44,559.00	44,559.00	0.00	0.00	44,559.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	103,574.00	103,574.00	2,519.78	28,795.56	74,778.44	27.80 %
Department: 515 - RESTRICTED PROJECTS Total:	148,133.00	148,133.00	2,519.78	28,795.56	119,337.44	19.44 %
Expense Total:	148,133.00	148,133.00	2,519.78	28,795.56	119,337.44	19.44 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-2,519.78	-10,016.28	-10,016.28	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	221,200.00	221,200.00	0.00 %
340 - MISCELLANEOUS	2,804,000.00	2,804,000.00	207,430.90	1,425,388.38	-1,378,611.62	50.83 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	330,000.00	330,000.00	0.00	2,709.00	-327,291.00	0.82 %
Department: 000 - UNDESIGNATED Total:	3,134,000.00	3,134,000.00	207,430.90	1,649,297.38	-1,484,702.62	52.63 %
Revenue Total:	3,134,000.00	3,134,000.00	207,430.90	1,649,297.38	-1,484,702.62	52.63 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,544,085.00	1,544,085.00	105,686.90	741,953.73	802,131.27	48.05 %
500 - SUPPLIES	297,000.00	297,000.00	9,699.08	206,472.17	90,527.83	69.52 %
600 - CONTRACTUAL SERVICES	810,750.00	810,750.00	54,418.51	418,605.21	392,144.79	51.63 %
800 - DEBT SERVICE	173,868.00	224,203.00	4,794.15	113,409.95	110,793.05	50.58 %
900 - CAPITAL OUTLAY	308,297.00	257,962.00	0.00	23,306.00	234,656.00	9.03 %
Department: 322 - SANITATION DEPARTMENT Total:	3,134,000.00	3,134,000.00	174,598.64	1,503,747.06	1,630,252.94	47.98 %
Expense Total:	3,134,000.00	3,134,000.00	174,598.64	1,503,747.06	1,630,252.94	47.98 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	32,832.26	145,550.32	145,550.32	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	13,310.40	121,740.24	-128,259.76	48.70 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	13,310.40	121,740.24	-128,259.76	48.70 %
Revenue Total:	250,000.00	250,000.00	13,310.40	121,740.24	-128,259.76	48.70 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	13,310.40	121,740.24	121,740.24	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	45,000.00	45,000.00	3,248.29	21,085.95	-23,914.05	46.86 %
Department: 000 - UNDESIGNATED Total:	45,000.00	45,000.00	3,248.29	21,085.95	-23,914.05	46.86 %
Revenue Total:	45,000.00	45,000.00	3,248.29	21,085.95	-23,914.05	46.86 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	45,000.00	45,000.00	525.00	12,498.84	32,501.16	27.78 %
Department: 112 - COMPUTER ASSESMENTS Total:	45,000.00	45,000.00	525.00	12,498.84	32,501.16	27.78 %
Expense Total:	45,000.00	45,000.00	525.00	12,498.84	32,501.16	27.78 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	2,723.29	8,587.11	8,587.11	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	3,764.75	22,987.19	12,987.19	229.87 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,010,000.00	2,010,000.00	3,764.75	22,987.19	-1,987,012.81	1.14 %
Revenue Total:	2,010,000.00	2,010,000.00	3,764.75	22,987.19	-1,987,012.81	1.14 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,010,000.00	2,010,000.00	47,896.67	736,224.84	1,273,775.16	36.63 %
Department: 600 - CAPITAL PROJECTS Total:	2,010,000.00	2,010,000.00	47,896.67	736,224.84	1,273,775.16	36.63 %
Expense Total:	2,010,000.00	2,010,000.00	47,896.67	736,224.84	1,273,775.16	36.63 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-44,131.92	-713,237.65	-713,237.65	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - PARKING MILL PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Revenue Total:	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Expense						
Department: 656 - PARKING MILL PROJECT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Department: 656 - PARKING MILL PROJECT Total:	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Expense Total:	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Fund: 311 - PARKING MILL PROJECT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	3,395.05	22,216.62	12,216.62	222.17 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,240,000.00	1,240,000.00	0.00	2,881,040.26	1,641,040.26	232.34 %
Department: 000 - UNDESIGNATED Total:	1,250,000.00	1,250,000.00	3,395.05	2,903,256.88	1,653,256.88	232.26 %
Revenue Total:	1,250,000.00	1,250,000.00	3,395.05	2,903,256.88	1,653,256.88	232.26 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	1,245,000.00	1,245,000.00	6,780.47	227,398.70	1,017,601.30	18.26 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,250,000.00	6,780.47	227,398.70	1,022,601.30	18.19 %
Expense Total:	1,250,000.00	1,250,000.00	6,780.47	227,398.70	1,022,601.30	18.19 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-3,385.42	2,675,858.18	2,675,858.18	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 03/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,850,000.00	1,850,000.00	171,369.81	1,051,187.95	-798,812.05	56.82 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,525,000.00	2,525,000.00	171,369.81	1,051,187.95	-1,473,812.05	41.63 %
Revenue Total:	2,525,000.00	2,525,000.00	171,369.81	1,051,187.95	-1,473,812.05	41.63 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	91,808.50	406,968.00	-156,968.00	162.79 %
800 - DEBT SERVICE	418,715.00	418,715.00	0.00	4,278.50	414,436.50	1.02 %
900 - CAPITAL OUTLAY	1,606,285.00	1,606,285.00	0.00	97,078.00	1,509,207.00	6.04 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	125,000.00	125,000.00	50.00 %
Department: 551 - PARK & REC TOURISM Total:	2,525,000.00	2,525,000.00	91,808.50	633,324.50	1,891,675.50	25.08 %
Expense Total:	2,525,000.00	2,525,000.00	91,808.50	633,324.50	1,891,675.50	25.08 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	79,561.31	417,863.45	417,863.45	0.00 %
Report Surplus (Deficit):	0.00	0.00	586,660.25	6,545,224.25	6,545,224.25	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	540,387.68	4,031,448.60	4,031,448.60
002 - RESTRICTED POLICE FUND	0.00	0.00	973.00	5,966.07	5,966.07
003 - RESTRICTED FIRE FUND	0.00	0.00	-41,733.93	-183,069.04	-183,069.04
015 - AIRPORT FUND	0.00	0.00	8,643.36	44,533.25	44,533.25
016 - RESTRICTED AIRPORT	0.00	0.00	-2,519.78	-10,016.28	-10,016.28
022 - ENVIRONMENTAL SERVICES	0.00	0.00	32,832.26	145,550.32	145,550.32
023 - LANDFILL ACCOUNT	0.00	0.00	13,310.40	121,740.24	121,740.24
107 - COMPUTER ASSESSMENTS	0.00	0.00	2,723.29	8,587.11	8,587.11
303 - INDUSTRIAL PARK BOND	0.00	0.00	-44,131.92	-713,237.65	-713,237.65
311 - PARKING MILL PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-3,385.42	2,675,858.18	2,675,858.18
375 - PARK AND REC TOURISM	0.00	0.00	79,561.31	417,863.45	417,863.45
Report Surplus (Deficit):	0.00	0.00	586,660.25	6,545,224.25	6,545,224.25



Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Report
As of March 31, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Electric Sales	\$ 41,465,000	\$ 2,915,473	\$ 18,811,996	(22,653,004)	45.37%
Other Revenue	1,742,000	147,316	922,091	(819,909)	52.93%
Total Revenue	\$ 43,207,000	\$ 3,062,789	\$ 19,734,087	(23,472,913)	45.67%
Expenses					
Purchased Power Expense	\$ 32,700,000	\$ 2,254,136	\$ 14,274,870	18,425,130	43.65%
Payroll Expenses	2,422,378	186,231	1,201,331	1,221,047	49.59%
Operating Expenses	1,021,500	95,470	450,074	571,426	44.06%
Maintenance Expense	1,300,500	106,134	540,710	759,790	41.58%
Capital Expense	6,796,519	973,924	2,635,516	4,161,003	38.78%
Debt Expense	490,925	2,160	477,963	12,962	97.36%
Tax Equivalency	1,365,000	113,750	682,500	682,500	50.00%
Total Expenses	\$ 46,096,822	\$ 3,731,805	\$ 20,262,964	25,833,858	43.96%
Total Revenue Over Expenses	\$ (2,889,822)	\$ (669,016)	\$ (528,877)	\$ 2,360,945	18.30%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



Starkville Utilities – Water & Sewer Department
Budget Year 2020 (10/2019-9/2020) Report
As of March 31, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
Revenues					
Water & Sewer Sales Revenues	\$ 6,700,000	\$ 490,642	\$ 3,234,612	(3,465,388)	48.28%
Other Revenues	2,079,761	30,350	573,109	(1,506,652)	27.56%
Total Revenues	\$ 8,779,761	\$ 520,992	\$ 3,807,721	(4,972,040)	43.37%
Expenses					
Payroll Expense	\$ 1,890,695	\$ 146,736	\$ 948,682	942,013	50.18%
Operating Expense	1,407,500	101,837	705,278	702,222	50.11%
Maintenance Expense	2,072,255	255,218	1,229,985	842,270	59.35%
Capital Expense	2,229,250	106,147	656,785	1,572,465	29.46%
Debt Expense	1,496,575	44,342	394,326	1,102,249	26.35%
Total Expenses	\$ 9,096,275	\$ 654,280	\$ 3,935,056	5,161,219	43.26%
Total Revenues Over Expenses	\$ (316,514)	\$ (133,288)	\$ (127,335)	\$ 189,179	40.23%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.