



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
August 18, 2020**

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 Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Brandon Doherty

**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, AUGUST 18, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JULY 21, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 31, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 307 WEST MAIN STREET WITH THE PARCEL NUMBER 118O-00-338.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

B. PUBLIC HEARING ON THE FISCAL YEAR 2020-2021 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

1. CONSIDERATION OF REMOVING THE COVID 19 HIRING FREEZE AND RESUMPTION OF ADVERTISING AND REPLACEMENT OF PERSONNEL.

2. CONSIDERATION OF A WATER AND SEWER RATE ADJUSTMENT EFFECTIVE OCTOBER 1, 2020 TO PROVIDE FUNDING NEEDED FOR PLANNED CAPITAL INFRASTRUCTURE IMPROVEMENTS.

3. CONSIDERATION OF THE APPROVAL OF A CONTRACT WITH MISSISSIPPI STATE UNIVERSITY FOR AN OVERHEAD STREET LIGHTING PROJECT FOR SOUTH LAFAYETTE STREET.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

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 AN AGREEMENT WITH PACE CREDIT CARD PROCESSING WITH THE MYGOV SOFTWARE.

b. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND SEVERAL SECTIONS OF THE UNIFIED DEVELOPMENT CODE AS PART OF A COMPREHENSIVE UPDATE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE THE TRANSPORTATION RELATED SERVICES IPO WITH KIMLEY HORN IN ACCORDANCE WITH THE GENERAL SERVICES AGREEMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 11, 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. ACCEPTANCE OF THE JULY 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT AN \$170,000.00 ASSISTANCE TO FIREFIGHTERS GRANT, WITH A CITY MATCH OF \$15,454.55, TO BE USED TO PROVIDE EXHAUST REMOVAL SYSTEMS FOR EACH OF THE 5 FIRE STATIONS AND PAYMENT OF \$7,359.31 TO JCMC CONSULTING FOR PROJECT AND GRANT ADMINISTRATION.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JESI MARSH, MEGAN AUCOIN, AND TERRY CLAY THOMPSON, AS ENTRY LEVEL FIREFIGHTERS AND TO HIRE SAVANNA SANCHEZ AS A PART TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON AUGUST 18, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE STARKVILLE FIRE DEPARTMENT DUE TO RETIREMENTS, RESIGNATION OR TERMINATIONS, TO THE STARKVILLE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.
2. REQUEST AUTHORIZATION TO HIRE JAYLIN BOYD, KEON CLANTON, AND JAKAVA EVANS AS MAINTENANCE WORKERS FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JOHN TRANUM AS A PART TIME GROUNDS MAINTENANCE WORKER AND CHANDLER BOWMAN AS A PART TIME AIRCRAFT LINEMAN FOR THE AIRPORT DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO DECLARE THE FOLLOWING (10) POLICE VEHICLES AS SURPLUS, AND AUTHORIZATION TO SELL ON GOVDEALS.COM:

1.) 2010 white Police Ford Crown Victoria	VIN:2FABP7BV1AX117326
2.) 2008 white Police Ford Crown Victoria	VIN:2FAFP71V78X122432
3.) 2007 white Police Ford Crown Victoria	VIN:2FAFP71W97X151907
4.) 2010 white Police Ford Crown Victoria	VIN:2FABP7BV7AX117332
5.) 2004 white Police Ford Crown Victoria	VIN:2FAFP71W54X169607
6.) 2004 white Police Ford Crown Victoria	VIN:2FAFP71W84X169598
7.) 2007 white Police Ford Crown Victoria	VIN:2FAFP71W57X151905
8.) 2007 white Police Ford Crown Victoria	VIN:2FAFP71W67X151900
9.) 2007 black Police Ford Crown Victoria	VIN:2FAFP71W67X151895
10.) 2004 white Police Ford Crown Victoria	VIN:2FAFP71WX4X169599

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

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 1, 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.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 8-18-20
PAGE: 1 of 40

SUBJECT: Request approval of the minutes of the July 21, 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 July 21, 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
July 21, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on July 21, 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, Aldermen Ben Carver, Sandra Sistrunk, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference. Alderman Little was absent.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

There being no 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 Vaughn offered a motion, duly seconded by Alderman Beatty, to approve the July 21, 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JULY 21, 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**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT ORDINANCE FOR THE CITY OF STARKVILLE.

FIRST PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES, ARTICLE III. SECTION 82-51 ET SEQ. ASSEMBLIES, PARADES AND PROCESSIONS.

IX. MAYOR’S BUSINESS

A. VIDEO INTERVIEW FOR MR. BRANDON DOHERTY

B. CONSIDERATION OF HIRING MR. BRANDON DOHERTY AS THE PARKS AND RECREATION DIRECTOR FOR THE CITY OF STARKVILLE.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 1249 MS HWY 182 W; 310 LINDBERGH BOULEVARD; 307 WEST MAIN STREET; 321 CRITZ STREET; AND 722 VINE STREET ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

a. CONSIDERATION OF SOLE APPLICANT, DR. GEORGE FORD, FOR APPOINTMENT TO THE VACANCY IN WARD 1 OF THE STARKVILLE BOARD OF ADJUSTMENTS AND APPEALS FOR A FULL 4-YEAR TERM SET TO EXPIRE ON JUNE 30, 2024.

b. CONSIDERATION OF FP 20-01 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING SEVERAL LOTS INTO 4 LOTS LOCATED

NORTH OF THE INTERSECTION OF UNIVERSITY DRIVE AND PAGE AVENUE IN A T-5U ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00 INCLUDING AN ENCROACHMENT AGREEMENT AND THE MAINTENANCE AGREEMENT FOR THE PEDESTRIAN BRIDGES ASSOCIATED WITH THE VISTA DEVELOPMENT AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF.

- c. CONSIDERATION OF FP 20-02 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS THAT ARE A COMBINED +/-0.69-ACRE INTO 2 LOTS AT 400 AND 402 NORTH JACKSON STREET IN A TN-E ZONE WITH THE PARCEL NUMBER 118I-00-103.00 AND 118I-00-104.00.

- d. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF AGREEMENT WITH THE HISTORIC PRESERVATION DIVISION, MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO MOVE AND PRESERVE THE HISTORIC GILLESPIE-JACKSON HOUSE, LOCATED CURRENTLY ON 701 LOUISVILLE STREET WITH PARCEL NUMBER 102G-00-036.00 AND TO RECEIVE \$20,000 THROUGH THE CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF ACCEPTANCE OF THE LOWER BID OF \$989,747.80 FOR THE 2020 STREET IMPROVEMENT PROJECT FROM FALCON CONTRACTING COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 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. ACCEPTANCE OF THE JUNE 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

- 1. REQUEST AUTHORIZATION TO HIRE JONATHAN LINDSEY, DYLAN ROCKWELL AND MARQUANDRIC STARKS AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE QUINTIN ALEXANDER AS AN ENTRY LEVEL POLICE OFFICER AND MOULTRIE B. LACEY AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE THOMAS DAVIS AS A SEWER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MALCOM COLLINS AS A SEWER MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE LUKE BURNETT AS A SEWER INSPECTOR IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE TWO PART-TIME CUSTOMER SERVICE REPRESENTIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF AN AGREEMENT (WITH ADDENDUM) WITH SECURAMAX REQUIRED TO PARTICIPATE IN A 30 DAY TEST AND EVALUATION OF A NEW POLICE BODY CAMERA SYSTEM.

I. PARKS

1. REQUEST AUTHORIZATION FOR RFP FOR CORNERSTONE SPORTS FIELD LIGHTING, (8) BASEBALL/SOFTBALL FIELDS 225', TWO (2) BASEBALL FIELDS 250', ONE (1) T-BALL AREA (2 FIELDS). ALTERNATE #1 INCLUDES TWO (2) BASEBALL/SOFTBALL FIELDS 225' AND ALTERNATE #2 IS PER FIELD COST FOR AUTOMATED SPORTS BROADCASTING CAMERA SYSTEM FOR A 225' AND 250' FIELDS.
2. REQUEST APPROVAL OF RFP COMMITTEE TO REVIEW THE CORNERSTONE LIGHTING RFP AND TO PROVIDE A RECOMMENDATION ON THE SYSTEM TO THE MAYOR AND BOARD OF ALDERMEN WITH THE COMMITTEE TO CONSIST OF ALDERMAN WARD 4 JASON WALKER, PARK ATHLETIC SUPERVISOR NICK CALLAHAN, AND CITY ENGINEER EDWARD KEMP.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM CONSOLIDATED PIPE & SUPPLY TO PURCHASE A TRENCH BOX ASSEMBLY SET IN THE AMOUNT OF \$8,790.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 4, 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.

Consent items 2 – 16:

2. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 1249 MS HWY 182 W; 310 LINDBERGH BOULEVARD; 307 WEST MAIN STREET; 321 CRITZ STREET; AND 722 VINE STREET ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the properties located at 1249 MS Hwy 182 W; 310 Lindbergh Boulevard; 307 West Main Street; 321 Critz Street; and 722 Vine Street are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF SOLE APPLICANT, DR. GEORGE FORD, FOR APPOINTMENT TO THE VACANCY IN WARD 1 OF THE STARKVILLE BOARD OF ADJUSTMENTS AND APPEALS FOR A FULL 4-YEAR TERM SET TO EXPIRE ON JUNE 30, 2024.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of appointing Dr. George Ford as the Ward 1 member of the Board of Adjustments and Appeals with a 4 year term expiring on June 30, 2024” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE MEMORANDUM OF AGREEMENT WITH THE HISTORIC PRESERVATION DIVISION, MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO MOVE AND PRESERVE THE HISTORIC GILLESPIE-JACKSON HOUSE, LOCATED CURRENTLY ON 701 LOUISVILLE STREET WITH PARCEL NUMBER 102G-00-036.00 AND TO RECEIVE \$20,000 THROUGH THE CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the Memorandum of Agreement with the Historic Preservation Division, Mississippi Department of Archives and History (MDAH) to move and preserve the Historic Gillespie-Jackson House, located currently on 701 Louisville Street with Parcel Number 102G-00-036.00 and to receive \$20,000 through the Certified Local Government (CLG) Grant Program” is enumerated, this consent item is thereby approved.

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a rehabilitation project to be conducted on the Gillespie-Jackson House in Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2021**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 120,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a **matching basis**. The Grantee is required to provide **at least** a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to **reimburse** the Grantee **\$ 20,000.00** or 50% of eligible final project costs, **whichever is less**, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2021**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2021**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee 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 Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted. The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 30, 2020; January 29, 2021; and April 30, 2021** as well as the Project Completion Report on **August 1, 2021** and the Reimbursement Request (with supporting materials) by **August 31, 2021**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2021**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Photos of completed work
- A fully executed Preservation and Conservation Easement (submitted with Reimbursement Request)

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2021**.

A final expense summary, due **August 31, 2021**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Lynn Spruill
Mayor of Starkville

Date

Return to:

Lydia Charles
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will include the relocation of the Gillespie-Jackson House in Starkville, MS. The project will have two parts: (1) adhering to the specific requirements in dealing with changes to properties listed in the National Register (2) communicating with MDAH on methodology to relocate the house.
2. All requirements defined in CFR 60.14 (b) on relocation of properties listed in the National Register must be complete prior to the relocation of the building. The Grantee will work directly with MDAH on this process. Should you have questions, contact the Grants Administrator or the National Register Coordinator. For more information, refer to section (b) on the following website <<https://www.law.cornell.edu/cfr/text/36/60.14>>.
3. Prior to the start of the physical relocation, MDAH requires a detailed plan from the chosen contractor that will explain the scope of work, materials used, estimated cost, and project timeframe. All proposed materials and methods will need official approval from MDAH via a cultural resource assessment.*

*In compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 a cultural resource assessment is required for this project. To initiate a Section 106 review, please use the Request for Cultural Resource Assessment located on MDAH's website at < <https://www.mdah.ms.gov/sites/default/files/2020-04/REQUEST-FOR-CULTURAL-RESOURCE-ASSESSMENT-2012.pdf>>.

4. A Preservation and Conservation Easement for the Gillespie-Jackson House must be fully executed and submitted with the Reimbursement Request.

ATTACHMENT B: Acknowledging Federal Assistance

Project Signage

There shall be erected at every grant assisted structure rehabilitation project a sign displayed in a prominent location while project work is in progress. The cost of signage, whether temporary or permanent, is an allowable project expenditure. Signs shall be maintained in good condition until work is completed. EXAMPLE:

**THE MANSHIP HOUSE
RESTORATION**

**MISSISSIPPI STATE BUILDING COMMISSION, OWNER
THIS PROPERTY IS ADMINISTERED BY
THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY**

RESTORATION OF THIS PROPERTY WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND IS A MISSISSIPPI LANDMARK, HAS BEEN FUNDED WITH THE ASSISTANCE OF A MATCHING GRANT-IN-AID FROM THE DEPARTMENT OF THE INTERIOR, CERTIFIED LOCAL GOVERNMENT PROGRAM UNDER THE PROVISIONS OF THE NATIONAL HISTORIC PRESERVATION ACT AMENDMENTS OF 1980.

**WILLIAM LAMPTON GILL, ARCHITECT CLYDE V. MAXWELL, STRUCTURAL ENGINEER
JAMES W. STOREY, MECHANICAL ENGINEER WINDSOR ENGINEERING, ELECTRICAL ENGINEER
O.L. ELLIS, JR., GENERAL CONTRACTOR**

Attachments C: ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application,
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

5. CONSIDERATION OF ACCEPTANCE OF THE LOWER BID OF \$989,747.80 FOR THE 2020 STREET IMPROVEMENT PROJECT FROM FALCON CONTRACTING COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the low Bid for the 2020 Street Improvement Project from Falcon Contracting Company, Inc. and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Three Bids received Wednesday, July 15:

Falcon Contracting Company, Inc.	\$ 989,747.80
APAC- Mississippi, Inc.	\$1,015,027.49
Murphree Paving	\$1,249,053.55

6. ACCEPTANCE OF THE JUNE 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of the June 2020 financial statements” is enumerated, this consent item is thereby approved.

7. AUTHORIZATION TO HIRE JONATHAN LINDSEY, DYLAN ROCKWELL AND MARQUANDRIC STARKS AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT, EFFECTIVE AUGUST 3, 2020.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Jonathan Lindsey, Dylan Rockwell and Marquandric Starks as Entry Level Firefighters in the Starkville Fire Department, effective August 3, 2020” is enumerated, this consent item is thereby approved.

8. AUTHORIZATION TO HIRE QUINTIN ALEXANDER AS AN ENTRY LEVEL POLICE OFFICER AND MOULTRIE B. LACEY AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT, EFFECTIVE AUGUST 3, 2020.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Quintin Alexander as an Entry Level Police Officers and hire Moultrie B. Lacey as a Certified Police Officer, effective August 3, 2020” is enumerated, this consent item is thereby approved.

9. AUTHORIZATION TO HIRE THOMAS DAVIS AS A SEWER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT, EFFECTIVE AUGUST 3, 2020.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Thomas Davis as a Sewer Operator in the Starkville Utilities Department, effective August 3, 2020” is enumerated, this consent item is thereby approved.

10. AUTHORIZATION TO HIRE MALCOM COLLINS AS A SEWER MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT, EFFECTIVE AUGUST 3, 2020.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Malcom Collins as a Sewer Maintenance worker in the Starkville Utilities Department, effective August 3, 2020” is enumerated, this consent item is thereby approved.

11. AUTHORIZATION TO HIRE LUKE BURNETT AS A SEWER INSPECTOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Luke Burnett as a Sewer Inspector in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

12. AUTHORIZATION TO HIRE TWO PART-TIME CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire two part-time Customer Service Representatives in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AN AGREEMENT (WITH ADDENDUM) WITH SECURAMAX REQUIRED TO PARTICIPATE IN A 30 DAY TEST AND EVALUATION OF A NEW POLICE BODY CAMERA SYSTEM.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an agreement (with addendum) with SecuraMax required to participate in a 30 day test and evaluation of a new police body camera system” is enumerated, this consent item is thereby approved. Agreement follows this page.

14. CONSIDERATION OF AUTHORIZATION FOR AN AGREEMENT AND ADDENDUM RFP FOR CORNERSTONE SPORTS FIELD LIGHTING, (8) BASEBALL/SOFTBALL FIELDS 225’, TWO (2) BASEBALL FIELDS 250’, ONE (1) T-BALL AREA (2 FIELDS). ALTERNATE #1 INCLUDES TWO (2) BASEBALL/SOFTBALL FIELDS 225’ AND ALTERNATE #2 IS PER FIELD COST FOR AUTOMATED SPORTS BROADCASTING CAMERA SYSTEM FOR A 225’ AND 250’ FIELDS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval for an agreement and addendum RFP for Cornerstone sports field lighting, (8) baseball/softball fields 225’, two (2) baseball fields 250’, one (1) t-ball area (2 fields) with Alternate #1 to include two (2) baseball/softball fields 225’ and Alternate #2 is per field cost for automated sports broadcasting camera system for a 225’ and 250’ fields” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL OF AN RFP COMMITTEE TO REVIEW THE CORNERSTONE LIGHTING RFP AND TO PROVIDE A RECOMMENDATION ON THE SYSTEM TO THE MAYOR AND BOARD OF ALDERMEN WITH THE COMMITTEE TO CONSIST OF ALDERMAN WARD 4 JASON WALKER, PARK ATHLETIC SUPERVISOR NICK CALLAHAN, PARK DIRECTOR BRANDON DOHERTY AND CITY ENGINEER EDWARD KEMP.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of an RFP Committee to review the Cornerstone Lighting RFP and to provide a recommendation on the system to the Mayor and Board of Aldermen with the committee to consist of Alderman Ward 4, Jason Walker, Athletic Supervisor Nick Callahan, Park Director Brandon Doherty and City Engineer Ed Kemp” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY TO PURCHASE A TRENCH BOX ASSEMBLY SET IN THE AMOUNT OF \$8,790.00.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, and adopted by the Board to approve the July 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Consolidated Pipe & Supply to purchase a trench box assembly set in the amount of \$8,790.00” is enumerated, this consent item is thereby approved.

2 Quotes Received: Consolidated Pipe \$8,790.00 and Trench Plate Rental Co. \$8,960.00

SecuraMax™
SERVICE CONTRACT

This is a Service Contract (the "Service Contract") between City of Starkville
("LICENSEE") at Address

and Pro-Vision, Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION"). This Service Contract provides a start date and term of agreement, the initial fee structure, identification of the services to be provided, and identification of the devices ("PRO-VISION Devices") for which the services are associated, wherein the identified services are to be provided under the terms and conditions specified herein and in a Software Service and Hosting Agreement to which the LICENSEE will agree to in order to use the Software Service as specified therein. This Service Contract is voidable at the sole option of PRO-VISION unless and until LICENSEE executes the Software Service and Hosting Agreement.

The undersigned representative of LICENSEE represents that he/she is authorized to enter into this Service Contract on behalf of the LICENSEE and hereby agrees to the following terms and conditions on behalf of the LICENSEE.

PRO-VISION and LICENSEE agree as follows:

LICENSEE will accept and be bound by the terms and conditions offered by PRO-VISION, which are set forth in the Software Service and Hosting Agreement. Each end user of LICENSEE will be required to agree to End User Terms and Conditions. Further, LICENSEE will need to agree to separate Uploader Licenses for the uploader software. The terms of deployment will be established in a separate Remote Deployment Agreement.

Various details referenced in the Software Service and Hosting Agreement are set forth below.

LICENSEE INFORMATION:		
COMPANY / ORGANIZATION NAME: City of Starkville		BUSINESS TAX ID (TIN/EIN/FEIN): exempt
CONTACT NAME: Scott Grice		CONTACT TITLE: Principal Systems Adminstrator
BILLING ADDRESS: 110 West Main Street		
CITY: Starkville	STATE: MS	ZIP: 39759

Contract No. 202006120322

PRO-VISION DEVICE(S):

MODEL: BC-300	QUANTITY: 1
MODEL: PV-DVR	QUANTITY: 1

RECURRING ITEMS:

Items listed in this section are billed on a recurring monthly basis.

PART NUMBER	PART DESCRIPTION	QUANTITY	MONTHLY UNIT PRICE	SUB TOTAL	SEE NOTE
SMX-M2M-100	SecuraMax-Month to Month Plan [100GB]	2	0	0	
				0	
TOTAL				0	

FIXED COST ITEMS:

Items listed in this section have a one-time unit cost, monthly billing will not occur.

PART NUMBER	PART DESCRIPTION	QUANTITY	UNIT PRICE	SUB TOTAL	SEE NOTE
				0	
				0	
				0	
TOTAL				0	

The above fees are subject to change. Although monthly fees are listed above, LICENSEE will be responsible for payment of such fees for the entire Subscription Term and, in the event of early termination, the full amount of fees remaining shall become immediately due and payable. Fee payment will be made monthly by LICENSEE by ACH or credit card only. Terms and conditions as to how the monthly fees are to be paid are set forth in the Software Service and Hosting Agreement to which LICENSEE hereby acknowledges and agrees. All capitalized terms not otherwise defined in this Agreement shall have the meanings attributed to them in the Self-Hosted Software Service Agreement.

As set forth in the Self-Hosted Software Service Agreement, LICENSEE will be charged for data storage overages at the then-existing rates.

By applying our signatures below, we hereby accept the terms and conditions set forth above.

PRO-VISION:

LICENSEE:

SIGNATURE

SIGNATURE

Scott Grice

NAME

NAME

DATE

DATE

SOFTWARE SERVICE AND HOSTING AGREEMENT

This is a Software Service and Hosting Agreement (the "Agreement") under which LICENSEE may use the Software Service. This Agreement supplements the terms set forth in a previously-agreed upon Service Contract, Number 202006120322 between LICENSEE and PRO-VISION ("the Service Contract"), including any Protection Plan listed in the Service Contract ("Protection Plan").

By clicking ACCEPT, you represent that you are authorized to enter into this Agreement on behalf of the Licensee "LICENSEE" listed in the Licensee field of the Service Contract and hereby agree to the following terms and conditions of use of this website ("Software Service") of behalf of the LICENSEE. The licensor of this website is Pro-Vision, Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION").

PRO-VISION and LICENSEE agree as follows:

1. DEFINITIONS

1.1 "Documentation" means all generally available printed and electronic user and system documentation included in or accompanying an associated PRO-VISION camera and/or the Software Service, as updated from time-to-time by PRO-VISION.

1.2 "Intellectual Property" shall mean all PRO-VISION products related inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.3 "LICENSEE'S Data" is data originating from LICENSEE that is stored using the Software Service on behalf of LICENSEE, and includes media files such as text, videos, photos, and audio .

1.4 "PRO-VISION Device" means any device provided by PRO-VISION and listed in the Service Contract, from which the Software Service uploads LICENSEE'S Data, and any replacement of such device that is provided by PRO-VISION under PRO-VISION's Limited Warranty or the Protection Plan.

1.5 "Software Service" means the cloud-based computerized camera interface and media storage service (known as SecuraMax™) and related Documentation and any updates, corrections, enhancements or subsequent releases or versions thereto made available to LICENSEE by PRO-VISION under this Agreement.

1.6 "Start Date" shall mean the Start Date listed in Start Date field of the Service Contract.

1.7 "Subscription Term" shall mean the period of time beginning on the Start Date and ending after the number of years (3 or 5 years) set forth in the Subscription Term field of the Service Contract, unless renewed as provided in this Agreement. Subscription Term includes any Renewal Term.

1.8 "Trial Term" shall mean the length of the trial period and begins on the Start Date and ends after the period of time set forth in the Trial Term field (if any) of the Service Contract.

2. SOFTWARE SERVICE LICENSE

2.1 Grant of Software Service License. Subject to the terms and conditions of this Agreement and payment of the Software Service Fees, PRO-VISION grants and LICENSEE accepts a non-transferable, non-assignable, non-exclusive license to use the Software Service solely for its own purposes for the Term as set forth herein. LICENSEE shall be responsible for maintaining its computer equipment and Internet access needed so as to enjoy the Software Service.

SOFTWARE SERVICE AND HOSTING AGREEMENT

2.2 License Restrictions.

- (a) LICENSEE will not lend, lease, sublicense, transfer, or otherwise distribute the Software Service to any third party;
- (b) Unless specifically agreed otherwise by PRO-VISION in writing, LICENSEE will not use the Software Service in any manner to provide computer services to third parties;
- (c) LICENSEE will not adapt, translate or otherwise create any program, documentation or other work that is based on or incorporates any part of the Software Service without the express written consent of PRO-VISION;
- (d) Except as may be permitted by law, LICENSEE will not reverse engineer the Software Service; and
- (e) LICENSEE will keep the Software Service free and clear of all liens, security interests and other encumbrances and will provide PRO-VISION with immediate notice of any lien, security interest or encumbrance affecting the Software Service.

2.3 Ownership.

2.3.1 The Software Service. PRO-VISION owns all right, title, and interest in and to the Software Service including all Intellectual Property rights therein. LICENSEE does not acquire any rights, express or implied, in the Software Service, other than those specified in this Agreement.

2.3.2 LICENSEE'S Data. LICENSEE shall own all right, title, and interest in and to LICENSEE'S Data. PRO-VISION does not acquire any rights, express or implied, in LICENSEE'S Data. LICENSEE is solely responsible for controlling access to LICENSEE'S Data and is solely responsible for deletion, modification, downloading, uploading, sharing, copying, moving, and management of LICENSEE'S Data. PRO-VISION does not view the content of LICENSEE'S Data.

2.4 Storage and Access.

2.4.1 Location.

PRO-VISION may store LICENSEE'S Data at any location within the United States. LICENSEE agrees to allow PRO-VISION to transfer LICENSEE'S Data to third parties contracted by PRO-VISION for purposes of storage of LICENSEE'S Data.

2.4.2 Storage Space.

- (a) PRO-VISION agrees to provide the storage space set forth in the Service Contract for one-month periods in exchange for prepayment of the Software Service Fee applicable to the requested storage space and particular time period.
- (b) The requested storage space provided with each PRO-VISION Device may be pooled with the requested storage space for all PRO-VISION Devices. However, such storage space may only be used for data uploaded from such PRO-VISION Devices. All other forms of

LICENSEE'S Data that is stored is considered to be stored in excess storage, which will be subject to an additional charge at PRO-VISION's then prevailing Storage Overage Fee per excess gigabyte used.

- (c) Storage space used or required in excess of that set forth in the Service Contract for a particular time period (regardless of whether it is used to store data from PRO-VISION Devices) will result in an additional charge at PRO-VISION's then prevailing Storage Overage Fee per excess gigabyte used.

SOFTWARE SERVICE AND HOSTING AGREEMENT

2.4.3 Download Limitations.

- (a) PRO-VISION agrees to allow data downloads (in gigabytes) set forth in the Service Contract by the LICENSEE for one-month periods in exchange for prepayment of the Software Service Fee applicable to the requested download limits and particular time period.
- (b) Data downloads used or required in excess of that set forth in the Service Contract for a particular time period will result in an additional charge at PRO-VISION's then prevailing Excess Data Download Fee per excess gigabyte downloaded.

2.4.4 Access Rights. Subject to any Suspension of Services per Section 3.4, during the Term of this Agreement, LICENSEE will have access and use of the Software Service for the storage and management of LICENSEE'S Data. Other than collecting usage statistics per Section 14, PRO-VISION will not access LICENSEE'S Data or view the content of LICENSEE'S Data. LICENSEE will be responsible for determining and managing access to LICENSEE'S Data. PRO-VISION will not disclose the content or existence of LICENSEE'S Data or any information about LICENSEE except as compelled by court order or otherwise required by law. PRO-VISION will attempt to provide advance notice of any compelled disclosure in an effort to permit LICENSEE opportunity to object to the court or administrative body.

2.4.5 Data Security. PRO-VISION will implement commercially reasonable and appropriate measures for securing and encrypting LICENSEE'S Data against unauthorized access. LICENSEE is responsible for maintaining security of end user's login credentials and security by the end users of LICENSEE'S Data. LICENSEE may not transfer or sublicense the log-in credentials to any other entity. Audit tracking is provided to track access to LICENSEE'S Data originating from PRO-VISION Devices based on log-in credentials. LICENSEE will contact PRO-VISION immediately if LICENSEE believes any third party has used LICENSEE'S account or accessed LICENSEE'S Data without authorization.

2.5 Software Service Availability. PRO-VISION shall use commercially reasonable efforts to make the Software Service generally available. PRO-VISION's Software Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRO-VISION is not responsible for any delays, failures, or other damages resulting from such problems.

2.6 Backup, Disaster Recovery, Bandwidth and Data Security. Backup, disaster recovery, bandwidth and data security are provided by third parties referenced in Section 2.4 above. PRO-VISION takes no responsibility for backup, disaster recovery, bandwidth and data security.

3. FEES AND TAXES

3.1 Software Service Fee. LICENSEE shall pay PRO-VISION a monthly Software Service Fee in effect at the time of payment. The Software Service Fee includes the Data Plan Fee and the Protection Plan Fee (if applicable). Such monthly Software Service Fees are due in advance of the month in which the Software Service is desired. LICENSEE shall pay all Software Service Fees by electronic funds transfers through an automated clearinghouse ("ACH") or through pre-authorized credit card charges only, in accordance with the payment instructions PRO-VISION provides to LICENSEE. PRO-VISION will provide a notice via e-mail of the amount to be withdrawn through ACH or charged via credit card five (5) days in advance of the withdrawal/charge. PRO-VISION may change the amount of the Software Service Fee at any time during the Subscription Term, including, without limitation, by changing the amount of a component of the Software Service Fee or by adding or removing a component, in PRO-VISION's reasonable discretion.

3.2 Storage Overage Fees. Storage Overage Fees will be charged in the next month following the month in which the overage occurred.

3.3 Additional PRO-VISION Devices. LICENSEE may add additional PRO-VISION Devices during the Term of this Agreement. However, any additional PRO-VISION Devices may be added only upon LICENSEE entering into a new Service Contract and an associated new Software Service and Hosting Agreement.

3.4 Suspension of Service. In addition to any other rights and remedies, PRO-VISION reserves the right to suspend the Software Service provided to the LICENSEE, including the right to access LICENSEE'S Data, under any one or more of the following conditions:

- (a) if Licensee is in breach of this Agreement, including if LICENSEE's account is five (5) days or more overdue (except with respect to charges then under reasonable and good faith dispute);
- (b) if any security risk is created by LICENSEE's use of the Software Service;

- (c) if LICENSEE's use of the Software Service creates or threatens to create any adverse effect on the Software Service or any use or data of any other licensee of the Software Service;
- (d) if PRO-VISION may be exposed to liability through LICENSEE's use of the Software Service; or
- (e) if LICENSEE becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

In the event that the Software Service is suspended due to any condition stated in (a) above, PRO-VISION will maintain the suspension until such time that all delinquent amounts are paid in full, LICENSEE'S breach is cured or the Software Service is otherwise terminated. LICENSEE will remain liable for payment of the Software Service Fees throughout the duration of the suspension of services. LICENSEE'S Data will not be deleted as a result of the suspension of services. However, per Section 4.2, PRO-VISION may terminate this Agreement at which point LICENSEE'S Data may be deleted 60 days following written notice of termination.

3.5 Taxes and Other Charges. LICENSEE will be responsible for the amount of any and all sales, use, ad valorem, personal property, excise, other taxes or governmental charges associated with this Agreement (excluding taxes in respect of PRO-VISION's income) and/or any other taxes due for LICENSEE's use or receipt of the Software Service or support, consulting and training services provided by PRO-VISION. Such amounts, and any other charges which LICENSEE has agreed to pay and are not otherwise specifically provided for herein shall be due to the appropriate governmental authority upon payment or receipt of PRO-VISION's invoice. LICENSEE agrees that should any tax liability on the Software Service or other items included under this Agreement be established by any taxing unit, the LICENSEE agrees to pay such taxes arising out of this Agreement.

3.6 Late Payments. All amounts to be paid by LICENSEE hereunder shall be due and payable within the times prescribed. All payments not made by LICENSEE when due shall be subject to late charges of the lesser of (i) one and a half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In addition, LICENSEE shall pay all of PRO-VISION's reasonable costs and attorneys' fees in any legal action to collect overdue amounts and/or enforce PRO-VISION's rights under this Agreement.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement will be determined based upon the Start Date and will remain in effect throughout the Subscription Term (or the Trial Term, if applicable), unless earlier terminated as provided herein. Upon completion of the initial Subscription Term, this Agreement will automatically renew for successive 1 year terms (each a "Renewal Term") at the monthly Software Service Fee then in effect unless LICENSEE provides written notice of termination at least sixty (60) days in advance of the end of the then existing Subscription Term or Renewal Term.

4.2 Termination

- (a) **Termination with Cause.** Either party may terminate this Agreement for cause: (i) Upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. A "material breach" by LICENSEE includes, without limitation, a violation by LICENSEE of any term of the End User Terms and Conditions.
- (b) **Termination upon Sale of PRO-VISION Device.** PRO-VISION will have the right to terminate this Agreement if LICENSEE sells any PRO-VISION Device that uses the Software Service.
- (c) **Early Termination.** In the event LICENSEE terminates this agreement without cause prior to the completion of the Subscription Term or any Renewal Term, LICENSEE must immediately pay PRO-VISION all unpaid invoices and interest and an amount equal to 100% the Software Services Fees in effect multiplied times the number of months remaining in the Subscription Term immediately prior to such termination.

4.3 Effect of Termination. Termination of this Agreement or any Software Service license will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve LICENSEE of its obligation to pay all fees and charges that have accrued or are otherwise owed by LICENSEE under this Agreement. Termination of this Agreement will terminate any Support Services and will immediately terminate LICENSEE'S right to access LICENSEE'S Data other than for purposes of download per Section 4.5 below.

4.4 Outstanding Fees. Termination shall not relieve LICENSEE of the obligation to pay any fees accrued or payable to PRO-VISION prior to the effective date of termination.

SOFTWARE SERVICE AND HOSTING AGREEMENT

4.5 Return of LICENSEE Data. Except as otherwise provided in this Agreement, after termination of the Agreement by either party, and provided LICENSEE has paid all amounts due under this Agreement, then upon request by LICENSEE and payment of the then-applicable Transfer Fee (which may be found at www.SecuraMax.com), PRO-VISION will make available to LICENSEE a function that allows the LICENSEE to download LICENSEE'S Data for a period of ninety (90) days following termination. Otherwise, after sixty (60) days following termination, PRO-VISION shall have no obligation to maintain or provide access to any LICENSEE'S Data and may thereafter, unless prohibited by law, delete all LICENSEE'S Data in PRO-VISION's possession or under its control.

4.6 Survival. The rights and obligations of the parties contained in Sections 2.2 (License Restrictions), 2.3 (Ownership), 3 (Fees and Taxes), 4.3 (Effect of Termination), 4.5 (Return of LICENSEE Data), 7 (Confidential Information and Operational Data), 8.3 (Support Services Exclusions), 8.4 (Intellectual Property Ownership in Software Service), 8.5, 8.6, 10.1 (Warranty of Authority), 11 (Disclaimer), 12 (Indemnities), 13 (Limitation of Liability), and 15 (General Terms), together with all other provisions of this Agreement which by their nature are necessary or useful to effectuate their enforcement, will survive the termination of this Agreement or any other license for the Software Service.

5. DEPLOYMENT

5.1 Remote Deployment

Unless otherwise provided in the Service Contract or per Section 5.2 below, all deployment of the Software Service will be performed by remote assistance at no additional charge according to the terms and conditions set forth in a separate Remote Deployment Agreement. Provided the applicable Software Service Fee has been paid in advance by LICENSEE for the current month and provided that payment has been made for all PRO-VISION Devices, PRO-VISION will provide access to the Software Service to LICENSEE on or after the Start Date and will provide assistance setting up an account and helping LICENSEE to assign users as provided in the Remote Deployment Agreement

5.2 On-Site Deployment

PRO-VISION will not provide on-site deployment services unless requested by LICENSEE and agreed to in advance and upon LICENSEE's payment of the agreed upon fees.

6. TRAINING SERVICES

PRO-VISION will provide reasonable training in the use of the Software Service for the Training Fees in effect at the time of LICENSEE's request for such training services. Each party will be solely responsible for any expenses incurred by its personnel in connection with such training, except that LICENSEE will reimburse PRO-VISION for any travel and other reasonable expenses incurred by PRO-VISION's personnel in providing training at LICENSEE's site. All training will be scheduled at a mutually agreeable time, subject to the availability of PRO-VISION's personnel and facilities.

7. CONFIDENTIAL INFORMATION AND OPERATIONAL DATA

7.1 Definition. For the purposes of the Agreement, "Confidential Information" means: (a) the Software Service, Work Product, and other related technical information disclosed by PRO-VISION to LICENSEE; (b) LICENSEE'S Data; (c) any non-public business or technical information of PRO-VISION or LICENSEE, including but not limited to any information relating to PRO-VISION's or LICENSEE's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, that is designated by the disclosing party as "confidential" or "proprietary" at the time of disclosure, and, if orally disclosed, is reduced to writing by the disclosing party within thirty (30) days of such disclosure; or that ought reasonably be understood to be confidential by virtue of its nature or the circumstances of its disclosure and (c) terms of this Agreement (including, without limitation, the amount of fees or other charges specified under this Agreement).

7.2 Obligations. Each party will not use the other party's Confidential Information and will not disclose such Confidential Information to any third party except to employees and consultants as are reasonably required in connection with the exercise of its rights and performance of its obligations under this Agreement, provided that such disclosure to employees or consultants is subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event, be less than the measures it uses to maintain the confidentiality of its own information of equal importance. Each party shall promptly notify the other party of any suspected or actual unauthorized disclosure of the other party's Confidential Information.

7.3 Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over a party, the party may disclose Confidential Information of the other party in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Confidential Information, the party will so notify the other party in writing and, if reasonable, provide the other party notice not less than five (5) business days prior to the required disclosure. The party that is the subject of the

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order or requirement will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the other party to contest, otherwise oppose or seek to limit such disclosure. Notwithstanding any such compelled disclosure, the disclosure will not otherwise affect the party's obligations hereunder with respect to Confidential Information so disclosed.

7.4 Exclusions. Confidential Information will not include information that (a) is in or enters the public domain through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (c) the receiving party rightfully receives from a third party without restriction on use or disclosure. It will be presumed that any Confidential Information in a party's possession is not within exceptions (b) or (c) above, and the burden will be upon the party asserting the exception to prove otherwise by records and documentation.

7.5 Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of the Software Service and Confidential Information as defined herein, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

8. SUPPORT SERVICES

8.1 PRO-VISION will provide Support Services for Software Service, which consist of the following:

8.1.1 Enhancements and Updates. PRO-VISION will implement any updates, corrections, and enhancements to the Software Service that PRO-VISION provides to its current customers generally without an additional charge. If PRO-VISION provides any update, correction or enhancement as a new Software Service for which it charges an additional fee, it will make such Software Service available to LICENSEE on the same terms as it offers other current customers for the Software Service.

8.1.2 Online/Telephone Support. PRO-VISION will provide reasonable online, telephone, or email support to assist LICENSEE in the identification, verification and resolution of problems associated with the Software Service in exchange for payment of PRO-VISION's Support Service Fees that are then in effect. Such support will be provided during PRO-VISION's normal business hours, excluding PRO-VISION's regularly scheduled holidays. PRO-VISION reserves the right to charge LICENSEE for any telephone call or email which in PRO-VISION's judgment, constitutes end-user training.

8.1.3 Program Corrections. If the Software Service does not perform substantially as described in the Documentation when used in the manner specified in the Documentation and if LICENSEE notifies PRO-VISION of the issue through PRO-VISION's online, telephone, or email support service, PRO-VISION will use its commercially reasonable efforts to resolve the issue.

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8.2 Conditions to Support Services. LICENSEE acknowledges that PRO-VISION may provide the Support Services specified in this Section 8 for PRO-VISION's then prevailing Support Service Fees. If LICENSEE requests Support Services, LICENSEE will: (a) perform such procedures as may be described in the Documentation for the identification and resolution of problems; and (b) provide PRO-VISION with sufficient information and assistance to enable PRO-VISION to duplicate problems reported by LICENSEE, to determine whether the problem results from an error or other issue in the Software Service, and to confirm that the problem has been corrected. LICENSEE shall be solely responsible for all costs and fees associated with maintaining and updating hardware and software provided by other vendors. All Support Services are contingent on LICENSEE's payment of applicable Software Service Fees and PRO-VISION's then prevailing Support Service Fees.

8.3 Exclusions. Notwithstanding the foregoing, PRO-VISION shall have no obligations for Software Service problems caused by LICENSEE's negligence, abuse or misapplication, LICENSEE's use of Software Service other than as specified in the Documentation, or by other factors beyond the control of PRO-VISION. Services available under this Section do not include services set forth in Section 6 ("Training Services") or in Section 5 ("Deployment").

8.4 Intellectual Property Ownership in Software Service. LICENSEE and PRO-VISION agree that PRO-VISION shall be the exclusive owner of all right, title, and interest in and to all software, programming, tools, documentation, materials, and other Intellectual Property (collectively, the "Work Product") of any kind used, developed, or delivered by PRO-VISION to LICENSEE in connection with performing the Software Service, that such Work Product shall not constitute a work-made-for-hire under U.S. Copyright Law, and that PRO-VISION shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Such Work Product shall expressly exclude LICENSEE'S Data and LICENSEE Confidential Information. In the event, by operation of law or otherwise, LICENSEE is deemed to be the owner of all or any portion of the Intellectual Property rights in the Work Product, LICENSEE hereby assigns all such Intellectual Property rights to PRO-VISION and agrees to cooperate with PRO-VISION in confirming PRO-VISION's sole and exclusive ownership of the Work Product.

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8.5 In consideration of the performance of any Support Services hereunder, LICENSEE will pay PRO-VISION the Support Service Fees that are then in effect. PRO-VISION shall have the right to immediately cease all performance of Support Services if LICENSEE fails to timely pay PRO-VISION as required hereunder.

8.6 LICENSEE will reimburse PRO-VISION for (i) travel and living expenses associated with on-site training and other Support Services, and (ii) any special or unusual expenses incurred at LICENSEE's specific request. Payment for all expenses to be reimbursed by LICENSEE under this Agreement will become due twenty (20) days after LICENSEE's receipt of PRO-VISION's itemized invoice, which PRO-VISION will prepare monthly, at PRO-VISION's option. LICENSEE should contact its PRO-VISION sales representative for details regarding any on-site support.

9. OTHER SUPPORT TERMS

9.1 In addition to the support and services described above, at LICENSEE's request and upon PRO-VISION's written agreement, PRO-VISION may also perform additional Support Services for LICENSEE to correct difficulties or defects caused by LICENSEE's errors, interactions with other software of LICENSEE, or any authorized changes or customizing made to the Software Service. Such additional Support Services may be provided in exchange for the Support Service Fees at PRO-VISION's then applicable rates.

10. LIMITED WARRANTIES

10.1 Warranty of Authority. Each party warrants to the other that it has sufficient rights to enter into this Agreement and to perform their respective obligations hereunder. LICENSEE further warrants:

- (a) that LICENSEE, as well as the agent accepting this Agreement, is legally authorized by the laws of its jurisdiction, or by any required resolution by its governing body, to enter into this Agreement and to perform all of LICENSEE'S obligations under this Agreement;
- (b) that LICENSEE is a U.S. person, as defined in 22 C.F.R. §120.15;
- (c) that LICENSEE is not an educational institution;
- (d) that LICENSEE is a U.S. Government Entity (including a Federal Agency, a State/Local Entity or a Tribal Entity acting in its governmental capacity, where: a "Federal Agency" is a bureau, office, agency, department or other entity of the United States Government; "State/Local Entity" is
 - i. any agency of a state or local government in the United States,
 - ii. any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries, or
 - iii. the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Northern Mariana Islands; and a "Tribal Entity" is a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe, or, in Alaska, a Native village or Alaska Regional Native Corporation);
- (e) that LICENSEE has funds appropriated and available to pay for the Software Service Fees for the duration of the Term of this Agreement (the entire Trial Term and/or Subscription Term and any Renewal Terms agreed upon by not providing notice under Section 4.1);
- (f) that LICENSEE will only use the Software Service for essential governmental or proprietary purposes consistent with the scope of LICENSEE'S authority and that LICENSEE will not use the Software Service in a business or trade of any person or other entity, or for any personal use;
- (g) that LICENSEE shall be responsible for its end user's use of the Software Service including any and all activities performed under LICENSEE's account including all use by LICENSEE'S employees and agents;
- (h) that LICENSEE shall be responsible for any breach of this Agreement by its end users including any and all of LICENSEE'S employees and agents;
- (i) that LICENSEE shall be responsible for any claims that the content of LICENSEE'S Data infringes or misappropriates any third party's rights;
- (j) that LICENSEE shall be responsible for any dispute between LICENSEE and any third party with respect to LICENSEE'S collection or use of LICENSEE'S Data;
- (k) that LICENSEE shall be responsible for any dispute between LICENSEE and any end user including any and all of LICENSEE'S employees and agents; and
- (l) that LICENSEE will acquire and maintain insurance coverage up to the amount allowed by all applicable laws and regulations that would cover any claims, liabilities, damages, losses, expenses and costs arising out of or related to any third-party claim in this Section 10.1.

LICENSEE further agrees to adhere to this Agreement and all laws, rules, regulations, and policies applicable to the use of the Software Service and the content of LICENSEE'S Data, and that all of LICENSEE's end users agree to the same. If LICENSEE becomes aware of any violation by an end user, LICENSEE will immediately terminate that end user's access to LICENSEE'S Data and the Software Service.

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10.2 Support Services Warranty. PRO-VISION warrants that any Support Services performed by PRO-VISION under this Agreement will be performed in a manner consistent with generally accepted industry standards. This warranty will be valid for thirty (30) days from performance of the Support Services. As LICENSEE's exclusive remedy and PRO-VISION's entire liability for any breach of the foregoing warranty, PRO-VISION will, at its expense, use its commercially reasonable efforts to re-perform the Support Services to correct any defects therein.

11. DISCLAIMER

11.1 PRO-VISION Services. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10, THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND ALL OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED TO LICENSEE "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION AND QUIET ENJOYMENT. PRO-VISION DOES NOT WARRANT THAT THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND/OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE SERVICE WILL BE CORRECTED. PRO-VISION DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE SERVICE IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. LICENSEE ACKNOWLEDGES THAT IT WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY IT IN RELIANCE UPON THE SOFTWARE SERVICE. No employee or agent of PRO-VISION is authorized to make any different or additional warranties to LICENSEE and PRO-VISION will not be bound by any such purported warranties. The warranties provided by PRO-VISION are personal to LICENSEE and may not be extended to any third party. There are NO third party beneficiaries of PRO-VISION's obligations under this Agreement.

11.2 Third Party Products and/or Services. PRO-VISION MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SOFTWARE, COMPUTER HARDWARE, DEVICES, OR SERVICES OF ANY NATURE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. LICENSEE SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY PRO-VISION THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

11.3 LICENSEE Responsibilities. LICENSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE SOFTWARE SERVICE AND CONFIRMS BY ENTERING INTO THIS AGREEMENT THAT THE SOFTWARE SERVICE MEETS LICENSEE'S REQUIREMENTS. LICENSEE ACKNOWLEDGES AND ACCEPTS THAT PRO-VISION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SERVICE WILL, IN FACT, MEET THE SPECIFIC NEEDS AND REQUIREMENTS OF LICENSEE. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE CHOICE AND ADEQUACY OF THE SOFTWARE SERVICE AND ACKNOWLEDGES THAT LICENSEE WILL BE EXCLUSIVELY RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF ACCESS TO THE SOFTWARE SERVICE INCLUDING, BUT NOT LIMITED TO: (I) ASSURING PROPER MACHINE CONFIGURATION, AUDIT CONTROLS AND OPERATION METHODS; (II) IMPLEMENTING SUFFICIENT PROCEDURES AND CHECK POINTS TO SATISFY LICENSEE'S REQUIREMENTS FOR SECURITY AND ADEQUACY OF INPUT AND OUTPUT; (III) ASSURING LOGIN CREDENTIALS AND PASSWORDS ARE ESTABLISHED FOR EACH END USER AND THAT SUCH CREDENTIALS ARE NOT SHARED; AND (IV) ENSURING THAT LICENSEE'S USE OF THE SOFTWARE SERVICE MEETS ANY REQUIREMENTS OF ALL APPLICABLE LAWS. PRO-VISION WILL NOT BE RESPONSIBLE FOR ANY USE OF THE SOFTWARE SERVICE BY LICENSEE THAT DOES NOT COMPLY WITH APPLICABLE LAWS AND DISCLAIMS ANY RESPONSIBILITY FOR DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN LICENSEE'S DATA PRIOR TO UPLOAD AS WELL AS ANY DATA CORRUPTION, LOSS, MODIFICATION, OR ERRORS EXISTING IN LICENSEE'S DATA AFTER ANY UPLOAD OR DOWNLOAD.

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12. INDEMNITIES

12.1 Infringement Indemnity. PRO-VISION agrees to defend, indemnify and hold LICENSEE and its affiliates, subsidiaries, officers, directors, employees, and agents harmless from and against any and all claims, suits, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees made against LICENSEE by third parties alleging that the Software Service infringes any patent or copyright or misappropriates a trade secret. LICENSEE shall provide PRO-VISION with prompt written notice of such claim and with information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PRO-VISION may obtain for LICENSEE the right to continue using the Software Service, replace or modify the Software Service so that it becomes non-infringing, without loss of substantial functionality, or, if such remedies are not reasonably available, terminate LICENSEE's right with respect to the infringing Software Service and refund to LICENSEE the Software Service Fees paid, prorated over the payment period in the event of an injunction. PRO-VISION will have no liability and shall not provide such indemnification if the alleged infringement is based on (a) the combination, use or operation of the Software Service with software, equipment or devices not provided by PRO-VISION, if such a claim would have been avoided but for such combination; (b) the use of the Software Service other than in accordance with the Documentation; (c) the use of the Software Service after notice of the alleged or actual infringement from PRO-VISION or any appropriate authority; or (d) a matter which is the subject of indemnification by LICENSEE under Section 12.2. THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, AND PRO-VISION'S ENTIRE LIABILITY, FOR INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

12.2 Indemnification by LICENSEE. LICENSEE shall defend and indemnify PRO-VISION and hold it and its affiliates, subsidiaries, officers, directors, employees, agents, and suppliers (including any third party used to store licensee's data) harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by PRO-VISION as a result of any claim, judgment, or adjudication related to or arising from (i) LICENSEE's use of the Software Service including, but not limited to, management, deletion, or alteration of LICENSEE'S Data or LICENSEE's failure to store or maintain data (except to the extent indemnified by PRO-VISION under Section 12.1 or to the extent such claims are solely the result of PRO-VISION's gross negligence or willful misconduct), or (ii) LICENSEE's third party service providers and their designees or any other third party to whom LICENSEE provides access to or use of the Software Service, or the data contained therein.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Damages. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL PRO-VISION OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE ANY SOFTWARE SERVICE OR ANY SERVICES PROVIDED HEREUNDER FOR ANY PERIOD OF TIME (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, PRO-VISION AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING FROM: (1) ANY UNAUTHORIZED ACCESS TO LICENSEE'S DATA; (2) ANY MODIFICATION, DELETION, DAMAGE, OR OTHER LOSS OF LICENSEE'S DATA; (3) FAILURE TO PROPERLY STORE LICENSEE'S DATA; (4) FAILURE TO PROPERLY IDENTIFY LICENSEE'S DATA; (5) SUSPENSION OR TERMINATION OF THE SOFTWARE SERVICE; (6) LICENSEE'S USE OF THE SOFTWARE SERVICE; (7) THIRD PARTY CLAIMS PERTAINING TO EXISTENCE, NON-EXISTENCE, DELETION, AND/OR MODIFICATION OF LICENSEE'S DATA; OR (8) DISCONTINUANCE OF ANY PORTION OF THE SOFTWARE SERVICE.

13.2 Total Liability. EXCEPT FOR PRO-VISION'S INFRINGEMENT OBLIGATIONS SET FORTH IN SECTION 12.1 AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7, THE TOTAL LIABILITY OF PRO-VISION AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS AND SUPPLIERS TO LICENSEE OR ANY THIRD PARTIES (INCLUDING ANY THIRD PARTY USED TO STORE LICENSEE'S DATA) ARISING FROM THE SOFTWARE SERVICE, SERVICES OR THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) WILL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNTS PAID BY LICENSEE FOR THE SOFTWARE SERVICE OR SERVICES TO WHICH THE CLAIM RELATES PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

13.3 Allocation of Risk. The provisions of this Agreement allocate the risks between PRO-VISION and LICENSEE. PRO-VISION's pricing reflects this allocation of risk and the limitation of liability specified herein. The parties have agreed that the limitations specified in this Section 13 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

SOFTWARE SERVICE AND HOSTING AGREEMENT

14. LICENSEE USAGE STATISTICS

To help enable PRO-VISION to provide and improve its Software Service, LICENSEE hereby agrees to allow PRO-VISION to acquire and use LICENSEE's usage statistics including cloud storage space used, frequency of uploads, amount of data downloaded, amount of storage consumed by any of LICENSEE'S Data that is not data uploaded from PRO-VISION Devices, number of active users and/or PRO-VISION Devices, and any other information needed to enforce this Agreement, conduct any troubleshooting requested by LICENSEE, and to analyze and diagnose any systems on which the Software Service software resides.

15. GENERAL TERMS

15.1 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

15.2 Modification and Waiver. This Agreement may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this Agreement will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

15.3 Assignment. This Agreement and the rights hereunder will be assignable by PRO-VISION. LICENSEE will have no right to assign this Agreement or any of its rights hereunder without PRO-VISION's prior written consent. Any attempt to assign this Agreement without such consent will be void. PRO-VISION may reasonably require, as a condition to its consent, payment of a license transfer fee in such amount as PRO-VISION may specify in its sole discretion. No permitted assignment by LICENSEE will be effective without the express written consent of PRO-VISION. Provided that PRO-VISION has consented to such assignment, LICENSEE may not retain any copy of the Software Service or Documentation following the assignment.

15.4 Failure or Delay in Performance. PRO-VISION will not be liable for or be deemed in default under this Agreement, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION's reasonable control.

15.5 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

15.6 Applicable Law; Limitation of Actions. This Agreement will be construed, interpreted, governed and enforced by and in accordance with the laws of Michigan, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by LICENSEE more than one (1) year after such action accrued. Any dispute regarding this Agreement or arising out of any of the transactions under this Agreement shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

15.7 Entire Agreement. This Agreement is binding on the parties and their permitted assignees. With the exception of any Service Contracts, Remote Deployment Agreements, Protection Plan Agreements, Uploader Licenses, End User Terms and Conditions, additional Software Service and Hosting Agreements, any policies and restrictions on the SecuraMax.com website, and the possible exception of a Beta Test Agreement, this Agreement is the entire agreement between the parties relating to its subject matter, and supersedes all prior or contemporaneous agreements, representations or understandings, written or oral, with respect to such subject matter. In the case of a conflict between a Beta Test Agreement and the terms and conditions of this Agreement, the terms of this Agreement will control with the exception of any Confidentiality terms of such Beta Test Agreement, which will control until such time that the Beta Test Agreement is terminated. Purchase orders or other similar documents issued by LICENSEE will have no effect on this Agreement.

15.8 Audit. At its own expense, PRO-VISION may perform an audit of LICENSEE's usage of the Software Service to confirm use of the software in accordance with the terms of this Agreement. The audit may be conducted (i) once every calendar year and (ii) as required in the event PRO-VISION has reason to believe LICENSEE is utilizing the Software Service in an unauthorized manner.

SOFTWARE SERVICE AND HOSTING AGREEMENT

15.9 Force Majeure. Except for LICENSEE's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

15.10 Relationship of the Parties. LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this Agreement shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.



RECURRING PAYMENT AUTHORIZATION

Questions about how to complete this form?
Call: 1.800.576.1126 (8 a.m. to 5 p.m EST)

AGREEMENT:

The agreement below should be read and signed, by the primary billing contact in the organization listed below ("CUSTOMER").
This person must be authorized to complete and sign any applicable paperwork on behalf of the organization.

- CUSTOMER authorizes PRO-VISION, Inc. to make regularly scheduled charges to the checking/savings, or credit card account per the terms of the service contract between CUSTOMER and PRO-VISION.
- Payments that are returned, declined, or late will incur an additional fee
- An email receipt will be sent to the billing contact(s) on file and a corresponding charge will appear on CUSTOMER'S bank or credit card statement from PRO-VISION, INC.
- Email notification for charges will be provided by PRO-VISION to CUSTOMER five days prior to billing indicating the amount due for the billing period and date of payment collection

DATE OF FIRST PAYMENT:	On Scheduled Deployment Date	INITIAL PAYMENT AMOUNT*: * Subsequent payment amounts will be equal to the first payment, plus any overages or fees incurred.	0
SIGNATURE:		DATE (DD/MM/YYYY):	

PAYMENT METHOD:

Select payment method below. The signee must be authorized to complete and sign any applicable paperwork on behalf of the organization.

ACH/BANK WITHDRAWAL ☒ **CREDIT CARD**

ACCOUNT INFORMATION:

CHECKING / SAVINGS	CHECKING	SAVINGS	ROUTING NUMBER:	ACCOUNT NUMBER:
	BANK NAME:		BANK ADDRESS:	
	BANK CITY:		BANK STATE:	BANK ZIP:
	NAME(S) ON ACCOUNT:			
	AUTHORIZATION: PRO-VISION, Inc. is authorized to process debit entries to this account. This authority will remain in effect until customer provides PRO-VISION, Inc. with reasonable notification to terminate the authorization.			
	AUTHORIZED SIGNATURE:			DATE
CREDIT CARD	☒ VISA	MASTERCARD	AMERICAN EXPRESS	DISCOVER CARD
	CREDIT CARD NUMBER:			EXPIRATION DATE (MM/YYYY):
	NAME AS IT APPEARS ON CARD:			CVV:
	BILLING ADDRESS:			
	CITY:			STATE: ZIP:
	AUTHORIZATION: PRO-VISION, Inc. is authorized to charge this credit card account in accordance with the information above.			
	AUTHORIZED SIGNATURE:			DATE (DD/MM/YYYY):



CUSTOMER SETUP

Questions about how to complete this form?
Call: 1.800.576.1126 (8 a.m. to 5 p.m EST)

Email completed form to: smxadmin@provisionusa.com
Or fax form to: 616.583.1522

ORGANIZATION INFORMATION:

☒**DOES NOT REQUIRE CJIS-COMPLIANT STORAGE**

ALL organizations, including government, that DO NOT require CJIS-Compliant storage
IF YOU ARE UNSURE, SELECT THIS OPTION

**U.S. GOVERNMENT AGENCY and
REQUIRES CJIS-COMPLIANT STORAGE**

ONLY U.S. local, state, or government agencies requiring CJIS-Compliant storage qualify

COMPANY / ORGANIZATION NAME:

City of Starkville

CITY:

Starkville

STATE:

MS

ZIP:

BILLING CONTACTS:

PRIMARY CONTACT

FIRST NAME:

Scott

LAST NAME:

Grice

TITLE:

Sysadmin

EMAIL:

s.grice@cityofstarkville.org

PHONE:

6624187272

FAX::

SECONDARY CONTACT

FIRST NAME:

LAST NAME:

TITLE:

EMAIL:

PHONE:

FAX::

DEPLOYMENT INFORMATION:

DEPLOYMENT CONTACT:

This is the primary contact for scheduling and coordinating deployment. This person must be authorized to complete and sign any applicable paperwork on behalf of the organization.

☒**CHECK BOX IF PRIMARY & DEPLOYMENT CONTACT ARE THE SAME**

FIRST NAME:

LAST NAME:

TITLE:

EMAIL:

PHONE:

FAX::

**YOU WILL BE CONTACTED TO SCHEDULE A DEPLOYMENT DATE ONCE ALL COMPLETED CONTRACTUAL
DOCUMENTS AND FORMS HAVE BEEN RECEIVED.**

DEPLOYMENT:

Remote deployment is standard
On-site requires Sales Manager approval

☒**REMOTE****ON-SITE****CONFIGURATION:**

Adjusts default SecuraMax™ settings
to fit specific customer type

☒**LAW ENFORCEMENT****NON-LAW ENFORCEMENT****EQUIPMENT:**

Purchasing new BC cameras /
Have BC cameras

☒**NEW HARDWARE**

QTY: 2

TYPE: BC-300/PV-DVR

EXISTING HARDWARE

QTY:

TYPE:

Remote Deployment Agreement

This is a Remote Deployment Agreement ("RDA") between city of starkville ("LICENSEE") and Pro-Vision Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, United States of America ("PRO-VISION"). This RDA provides the terms upon which PRO-VISION may install and activate Uploader Software and Remote Access Software on LICENSEE'S computers. This RDA is being entered into by the parties solely in furtherance of and subject to all terms of a Software Service and Hosting Agreement ("SSHA") previously entered into by and between the parties; LICENSEE'S rights and PRO-VISION'S obligations under this RDA are conditioned upon LICENSEE previously entering into the SSHA. All capitalized terms not otherwise defined in this RDA shall have the meanings attributed to them in the SSHA.

The undersigned representative of LICENSEE represents that he/she is authorized to enter into this RDA on behalf of the LICENSEE and hereby agrees to the following terms and conditions on behalf of the LICENSEE.

PRO-VISION and LICENSEE agree as follows:

1. DEFINITIONS

- 1.1. "Input and Output" means all data that is received, captured, saved, recorded, transmitted, generated, emitted, and/or displayed on, by, or through LICENSEE'S local computer, including, without limitation, keyboard keypresses, mouse cursor motions, and mouse clicks made by the user of the local computer (including a user controlling the local computer via remote access software); text and images displayed on or transmitted to the video monitor of the local computer; and sounds generated by or transmitted to the local computer; regardless of whether the data is detectible by the human senses of an observer of the local computer.
- 1.2. "Remote Access Software" means software that enables access to, and control of, a computer by a user at a remote location through a network connection, including through the internet.
- 1.3. "Uploader Software" means the SECURAMAX™ Uploader Software which is the subject of a separate software license between LICENSEE and PRO-VISION.

2. GRANT OF ACCESS AND CONTROL

LICENSEE grants PRO-VISION access to, and control of, LICENSEE'S computers, using Remote Access Software selected by PRO-VISION, for the purpose of remotely installing and activating the Uploader Software. LICENSEE acknowledges and agrees that Remote Access Software must first be installed and activated on LICENSEE'S computers, by LICENSEE or by PRO-VISION. LICENSEE agrees to install and activate, or to permit PRO-VISION to install and activate, Remote Access Software selected by PRO-VISION, on each of LICENSEE'S computers upon which LICENSEE desires to have the Uploader Software remotely installed and activated. LICENSEE acknowledges and agrees that PRO-VISION'S obligations under this RDA are conditioned upon the proper installation, activation, and operation of Remote Access Software selected by PRO-VISION.

3. INSTALLATION AND ACTIVATION

- 3.1. Subject to the other terms and conditions of this RDA, PRO-VISION will remotely install and activate up to three licensed copies of the Uploader Software on LICENSEE'S computers, for a duration of up to two hours of installation and activation time, regardless of the number of Uploader Software licenses or the number of BODYCAM® units that LICENSEE owns. It will be LICENSEE'S obligation to install and activate any additional copies of the Uploader Software, subject to the number of licenses that LICENSEE holds for the Uploader Software.
- 3.2. LICENSEE will attend the computers on which the Uploader Software is being remotely installed and activated by PRO-VISION during the entire length of the installation and activation processes, and LICENSEE will observe and participate at LICENSEE'S computers, and reasonably assist PRO-VISION, during the installation and activation processes.
- 3.3. LICENSEE acknowledges and agrees that any part of the Input and Output of LICENSEE'S computers may be recorded by PRO-VISION during the remote installation and activation of the Uploader Software, and retained by PRO-VISION indefinitely. LICENSEE acknowledges and agrees that PRO-VISION has no obligation to record or retain any portion of the Input and Output, or to provide LICENSEE with a copy of any portion of the Input and Output.
- 3.4. After PRO-VISION completes the installation and activation of the Uploader Software on one of LICENSEE'S computers, LICENSEE or PRO-VISION will remove the Remote Access Software from that computer.

4. NO WARRANTY

THE REMOTE ACCESS SOFTWARE IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, INSTALLATION AND USE OF THE REMOTE ACCESS SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USE THE REMOTE ACCESS SOFTWARE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE.

5. INDEMNIFICATION

- 5.1. By accepting this RDA, LICENSEE agrees to indemnify and otherwise hold harmless PRO-VISION, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from the remote access software or any other matter relating to the Remote Access Software.

6. LIMITATION OF LIABILITY

- 6.1. LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT PRO-VISION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PRO-VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN NO EVENT WILL PRO-VISION'S TOTAL CUMULATIVE DAMAGES EXCEED THE FEES LICENSEE PAID TO PRO-VISION UNDER THIS RDA IN THE MOST RECENT TWELVE-MONTH PERIOD.

7. GENERAL TERMS

- 7.1. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this RDA invalid or unenforceable, that provision of this RDA will be enforced to the maximum extent permissible and the other provisions of this RDA will remain in full force and effect.
- 7.2. **Modification and Waiver.** This RDA may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this RDA will not be construed as a waiver of PRO-VISION'S rights arising out of any subsequent default of that or any other provision.
- 7.3. **Failure or Delay in Performance.** PRO-VISION will not be liable for or be deemed in default under this RDA, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION'S reasonable control.
- 7.4. **Applicable Law; Limitation of Actions.** This RDA will be construed, interpreted, governed and enforced by and in accordance with the laws of the State of Michigan in the United States of America, and the federal laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this RDA may be brought by LICENSEE more than one (1) year after the cause of action accrued. Any dispute regarding this RDA or arising out of any of the transactions under this RDA shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.
- 7.5. **Force Majeure.** Except for LICENSEE'S payment obligations, if any, neither party will be liable for any failure or delay in performance under this RDA which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.
- 7.6. **Relationship of the Parties.** LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this

RDA as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this RDA shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this RDA, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

- 7.7. **Conflicts Between Agreements.** In the event of a conflict between the terms of this RDA and the terms of the SSHA or an agreement mentioned in the SSHA (other than this RDA), the conflicting terms of the SSHA or of the agreement mentioned in the SSHA shall be given effect over the conflicting terms of this RDA.

By applying our signatures below, we hereby accept the terms and conditions set forth above.

PRO-VISION:

LICENSEE:

Signature

Signature

Name

scott Grice

Name

Title

Principal Systems Administrator

Title

Date

Date

END USER TERMS AND CONDITIONS

This is a Software Service License (the "License") setting forth end user terms and conditions under which you, the "END USER," are licensed to access and use the SecuraMax.com website ("Software Service").

By clicking ACCEPT, you hereby agree to the following terms and conditions of use of the Software Service. The licensor of this Software Service is Pro-Vision, Inc., a Michigan corporation having its principal place of business at 8625-B Byron Commerce Drive SW, Byron Center, Michigan 49315, ("PRO-VISION").

PRO-VISION and END USER agree as follows:

1. DEFINITIONS

1.1 "Affiliated" means employed by, contracted with, or otherwise expressly authorized by.

1.2 "Documentation" means all generally available printed and electronic user and system documentation included in or accompanying an associated PRO-VISION camera and/or the Software Service, as updated from time-to-time by PRO-VISION.

1.3 "END USER'S Data" is data originating from END USER that is stored using the Software Service on behalf of the END USER or the AGENCY, and includes media files such as text, videos, photos, and audio.

1.4 "Intellectual Property" shall mean all PRO-VISION products related inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

1.5 "PRO-VISION Device" means any device provided by PRO-VISION and listed in the Service Contract from which the Software Service uploads END USER'S Data.

1.6 "Software Service" means the cloud-based computerized camera interface and media storage service (known as SecuraMax™) and related Documentation and any updates, corrections, enhancements or subsequent releases or versions thereto made available to END USER by PRO-VISION under this License.

1.7 "Software Service and Hosting Agreement" means the Software Service and Hosting Agreement, related to Service Contract Number 202006120322, made between PRO-VISION and the U.S. Government Entity as described herein ("AGENCY") with which the END USER is affiliated, where the Software Service and Hosting Agreement pertains to the Agency's use of the SecuraMax™ Software Service.

2. SOFTWARE SERVICE LICENSE

2.1 Grant of Software Service License. Subject to the terms and conditions of this License, the terms and conditions of the Software Service and Hosting Agreement, and payment of the Software Service Fees by the AGENCY, PRO-VISION grants, and END USER accepts, a non-transferable, non-assignable, non-exclusive license to use the Software Service solely for END USER's own purposes for the Term as set forth herein.

2.2 License Restrictions.

- (a) END USER will not lend, lease, sublicense, transfer, or otherwise distribute the Software Service to any third party;
- (b) Unless specifically agreed otherwise by PRO-VISION in writing, END USER will not use the Software Service in any manner to provide computer services to third parties;
- (c) END USER will not adapt, translate or otherwise create any program, documentation or other work that is based on or incorporates any part of the Software Service without the express written consent of PRO-VISION;
- (d) Except as may be permitted by law, END USER will not reverse engineer the Software Service; and
- (e) END USER will keep the Software Service free and clear of all liens, security interests and other encumbrances and will provide PRO-VISION with immediate notice of any lien, security interest or encumbrance affecting the Software Service.

2.3 END USER Log In Credentials

END USER will be prompted to create personal END USER log in credentials including a user identification and password. END USER will be responsible for maintaining secrecy of END USER's log in credentials. END USER hereby agrees not to share END USER's log in credentials.

2.4 Ownership.

2.4.1 The Software Service. PRO-VISION owns all right, title, and interest in and to the Software Service including all Intellectual Property rights therein. END USER does not acquire any rights, express or implied, in the Software Service, other than those specified in this License.

2.4.2 END USER'S Data. PRO-VISION does not acquire any rights, express or implied, in END USER'S Data. END USER is responsible for controlling access to END USER'S Data and is responsible for deletion, modification, downloading, uploading, sharing, copying, moving, and management of END USER'S Data. PRO-VISION does not view the content of END USER'S Data.

2.5 Storage and Access.

2.5.1 Location. PRO-VISION may store END USER'S Data at any location within the United States. END USER agrees to allow PRO-VISION to transfer END USER'S Data to third parties contracted by PRO-VISION for purposes of storage of END USER'S Data.

2.5.2 Access Rights. Subject to any Suspension of Services per Section 3.2, during the Term of this License, END USER will have access and use of the Software Service for the storage and management of END USER'S Data. Other than collecting usage statistics per Section 14, PRO-VISION will not access END USER'S Data or view the content of END USER'S Data. PRO-VISION will not disclose the content or existence of END USER'S Data or any information about END USER except as compelled by court order or otherwise required by law. PRO-VISION will attempt to provide advance notice of any compelled disclosure in an effort to permit END USER opportunity to object to the court or administrative body, except when prohibited by law.

2.5.3 Data Security. PRO-VISION will implement commercially reasonable and appropriate measures for securing and encrypting END USER'S Data against unauthorized access. END USER may not transfer or sublicense the log-in credentials to any other entity. Audit tracking is provided to track access to END USER'S Data originating from PRO-VISION Devices based on log-in credentials. END USER will contact PRO-VISION immediately if END USER believes any third party has used END USER'S account or accessed END USER'S Data without authorization.

2.6 Software Service Availability. PRO-VISION shall use commercially reasonable efforts to make the Software Service generally available to END USER. PRO-VISION's Software Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRO-VISION is not responsible for any delays, failures, or other damages resulting from such problems.

2.7 Backup, Disaster Recovery, Bandwidth and Data Security. Backup, disaster recovery, bandwidth and data security are provided by third parties referenced in Section 2.5 above. PRO-VISION takes no responsibility for backup, disaster recovery, bandwidth and data security.

3. FEES AND SUSPENSION OF SERVICES

3.1 Software Service Fee. Per the Software Service and Hosting Agreement, the AGENCY shall pay PRO-VISION a monthly Software Service Fee in order to allow END USER access and use of the Software Service. No fees are separately owed by END USER in association with this License.

3.2 Suspension of Service. In addition to any other rights and remedies, PRO-VISION reserves the right to suspend the Software Service provided to the END USER, including the right to access END USER'S Data, under any one or more of the following conditions:

- (a) if END USER or the AGENCY is in breach of this License;
- (b) if any security risk is created by END USER's or AGENCY's use of the Software Service;
- (c) if END USER's or AGENCY's use of the Software Service creates or threatens to create any adverse effect on the Software Service or any use or data of any other end user or licensee of the Software Service;
- (d) if PRO-VISION may be exposed to liability through END USER's or AGENCY's use of the Software Service;
- (e) if AGENCY becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or
- (f) the Software Service licensed to AGENCY is otherwise suspended per the Software Service and Hosting Agreement.

In the event that the Software Service is suspended due to any condition stated in (a) above, PRO-VISION will maintain the suspension until such time that END USER's or AGENCY's breach is cured or the Software Service is otherwise terminated. END USER'S Data will not be deleted as a result of the suspension of services. However, per Section 4.2, PRO-VISION may terminate this License, at which point END USER'S Data may be deleted 60 days following written notice of termination.

4. TERM AND TERMINATION

4.1 Term. This License commences on the date of acceptance and will remain in effect until termination of the Software Service and Hosting Agreement unless this License is otherwise terminated per Section 4.2 below.

4.2 Termination

- (a) **Termination of the Software Service and Hosting Agreement.** This License will terminate if the Software Service and Hosting Agreement is terminated for any reason.
- (b) **Termination for Breach.** PRO-VISION may terminate this License if END USER breaches any of the terms or conditions of this License or of the Software Service and Hosting Agreement.
- (c) **Termination for Discontinuance of Affiliation with the AGENCY.** This License will be terminated if and when END USER is no longer affiliated with the AGENCY.
- (d) **Termination by the AGENCY.** Pursuant to the Software Service and Hosting Agreement, if the Agency becomes aware of any violation by END USER of the terms and conditions of this License or of the Software Service and Hosting Agreement, the AGENCY will immediately terminate END USER's access to END USER's Data and the Software Service.

4.3 Effect of Termination. Termination of this License or the Software Service and Hosting Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this License will immediately terminate END USER'S right to access END USER'S Data.

4.4 Survival. The rights and obligations of the parties contained in Sections 2.4 (Ownership), 4.3 (Effect on Termination), 5 (Confidential Information and Operational Data), 7 (Disclaimer), 8 (Indemnities), 9 (Limitation of Liability), and 11 (General Terms), together with any other provisions of this License which by their nature must survive in order to effectuate their enforcement, will survive the termination of this License or any other license for the Software Service.

5. CONFIDENTIAL INFORMATION AND OPERATIONAL DATA

5.1 Definition. For the purposes of the License, “Confidential Information” means: (a) the Software Service, Work Product, and other related technical information disclosed by PRO-VISION to END USER; (b) END USER’S Data; (c) any non-public business or technical information of PRO-VISION, including but not limited to any information relating to PRO-VISION’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, that is designated by the disclosing party as “confidential” or “proprietary” at the time of disclosure, and, if orally disclosed, is reduced to writing by the disclosing party within thirty (30) days of such disclosure; or that ought reasonably be understood to be confidential by virtue of its nature or the circumstances of its disclosure and (c) terms of this License (including, without limitation, the amount of fees or other charges specified under this License).

5.2 Obligations. Each party will not use the other party’s Confidential Information and will not disclose such Confidential Information to any third party except to employees and consultants as reasonably required in connection with the exercise of the party’s rights and performance of its obligations under this License, provided that such disclosure to employees or consultants is subject to binding use and disclosure restrictions at least as protective as those set forth herein. Each party will take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of equal importance. Each party shall promptly notify the other party of any suspected or actual unauthorized disclosure of the other party’s Confidential Information.

5.3 Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over a party, a party may disclose Confidential Information of the other party in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement, and prior to disclosing Confidential Information, the party will so notify the other party in writing and, if reasonable, provide the other party notice not less than five (5) business days prior to the required disclosure. The party that is the subject of the order or requirement will use reasonable efforts not to release Confidential Information, pending the outcome of any measures taken by the other party to contest, oppose, or otherwise limit such disclosure. Notwithstanding any such compelled disclosure, the disclosure will not otherwise affect the disclosing party’s obligations hereunder with respect to Confidential Information so disclosed.

5.4 Exclusions. Confidential Information will not include information that (a) is in or enters the public domain through no fault or breach of this License by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (c) the receiving party rightfully receives from a third party without restriction on use or disclosure. It will be presumed that any Confidential Information in a party’s possession is not within exceptions (b) or (c) above, and the burden will be upon the party asserting the exception to prove otherwise by records and documentation.

5.5 Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of the Software Service and Confidential Information as defined herein, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies either of them might have at law or equity.

6. LIMITED WARRANTIES

6.1 Warranty of Authority. Each party warrants to the other that it has sufficient rights to enter into this License and to perform their respective obligations hereunder. END USER further warrants:

- (a) that END USER is legally authorized by the laws of its jurisdiction, or by any required resolution by its governing body, to enter into this License and to perform all of END USER’S obligations under this License;
- (b) that END USER is a U.S. person, as defined in 22 C.F.R. § 120.15;
- (c) that the AGENCY with which the END USER is affiliated is a U.S. Government Entity (including a Federal Agency, a State/Local Entity or a Tribal Entity acting in its governmental capacity, where: a “Federal Agency” is a bureau, office, agency, department or other entity of the United States Government; “State/Local Entity” is
 - i. any agency of a state or local government in the United States,
 - ii. any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries, or
 - iii. the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Northern Mariana Islands; and a “Tribal Entity” is a federally recognized tribal entity eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe, or, in Alaska, a Native village or Alaska Regional Native Corporation);
- (d) that END USER will only use the Software Service for essential governmental or proprietary purposes consistent with the scope of END USER’S authority and that END USER will not use the Software Service in a business or trade of any person or other entity, or for any personal use;

- (e) that END USER or the AGENCY shall be responsible for any claims that the content of END USER'S Data infringes or misappropriates any third party's rights; and
- (f) that END USER or the AGENCY shall be responsible for any dispute between END USER or the AGENCY and any third party with respect to END USER'S collection or use of END USER'S Data. END USER further agrees to adhere to this License and all laws, rules, regulations, and policies applicable to the use of the Software Service and the content of END USER'S Data.

7. DISCLAIMER

7.1 PRO-VISION Services. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6, THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND ALL OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED TO END USER "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION AND QUIET ENJOYMENT. PRO-VISION DOES NOT WARRANT THAT THE SOFTWARE SERVICE, THE SUPPORT SERVICES AND/OR ANY OTHER SERVICES PROVIDED HEREUNDER WILL MEET END USER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE SERVICE WILL BE CORRECTED. PRO-VISION DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE SERVICE IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. END USER ACKNOWLEDGES THAT IT WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY IT IN RELIANCE UPON THE SOFTWARE SERVICE. No employee or agent of PRO-VISION is authorized to make any different or additional warranties to END USER and PRO-VISION will not be bound by any such purported warranties. The warranties provided by PRO-VISION are personal to END USER or the AGENCY and may not be extended to any third party. There are NO third party beneficiaries of PRO-VISION's obligations under this License.

7.2 Third Party Products and/or Services. PRO-VISION MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO ANY SOFTWARE, COMPUTER HARDWARE, DEVICES, OR SERVICES OF ANY NATURE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). PRO-VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. END USER SHOULD CONSULT THE RESPECTIVE VENDORS/MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION. NOTHING IN THIS LICENSE SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY PRO-VISION THAT WOULD EXPAND IN ANY WAY A VENDOR/MANUFACTURER'S STANDARD END-USER WARRANTY.

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9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL PRO-VISION OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE END USER'S DATA) BE LIABLE TO END USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OR INABILITY TO USE ANY SOFTWARE SERVICE OR ANY SERVICES PROVIDED HEREUNDER FOR ANY PERIOD OF TIME (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, PRO-VISION AND ITS AFFILIATES, SUBSIDIARIES, AGENTS, AND THIRD PARTY SUPPLIERS (INCLUDING ANY THIRD PARTY USED TO STORE END USER'S DATA) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING FROM: (1) ANY UNAUTHORIZED ACCESS TO END USER'S DATA; (2) ANY MODIFICATION, DELETION, DAMAGE, OR OTHER LOSS OF END USER'S DATA; (3) FAILURE TO PROPERLY STORE END USER'S DATA; (4) FAILURE TO PROPERLY IDENTIFY END USER'S DATA; (5) SUSPENSION OR TERMINATION OF THE SOFTWARE SERVICE; (6) END USER'S USE OF THE SOFTWARE SERVICE; (7) THIRD PARTY CLAIMS PERTAINING TO EXISTENCE, NON-EXISTENCE, DELETION, AND/OR MODIFICATION OF END USER'S DATA; OR (8) DISCONTINUANCE OF ANY PORTION OF THE SOFTWARE SERVICE.

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To help enable PRO-VISION to provide and improve its Software Service, END USER hereby agrees to allow PRO-VISION to acquire and use END USER's usage statistics including cloud storage space used, frequency of uploads, amount of data downloaded, amount of storage consumed by any of END USER'S Data that is not data uploaded from PRO-VISION Devices, and any other information needed to enforce this License, conduct any troubleshooting requested by END USER or the AGENCY, and to analyze and diagnose any systems on which the Software Service software resides.

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11.2 Modification and Waiver. This License may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this License will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

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11.5 Notices. All notices required or permitted under this License will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

11.6 Applicable Law; Limitation of Actions. This License will be construed, interpreted, governed and enforced by and in accordance with the laws of Michigan, and the laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this License may be brought by END USER more than one (1) year after such action accrued. Any dispute regarding this License or arising out of any of the transactions under this License shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

11.7 Entire Agreement. With the exception of any Uploader License and any policies and restrictions on the SecuraMax.com website, this License is the entire agreement between PRO-VISION and END USER relating to its subject matter, and supersedes all prior or contemporaneous agreements, representations or understandings between PRO-VISION and END USER, written or oral, with respect to such subject matter. However, this License does not supersede the Software Service and Hosting Agreement, or any other Agreements, between PRO-VISION and the AGENCY.

11.8 Audit. At its own expense, PRO-VISION may perform an audit of END USER's usage of the Software Service to confirm use of the software in accordance with the terms of this License. The audit may be conducted (i) once every calendar year and (ii) as required in the event PRO-VISION has reason to believe END USER is utilizing the Software Service in an unauthorized manner.

11.9 Force Majeure. Neither party will be liable for any failure or delay in performance under this License which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

11.10 Relationship of the Parties. END USER and PRO-VISION agree that PRO-VISION shall perform its duties under this License as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this License shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this License and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

Signature

Scott Grice

Name

Principal Systems Administrator

Title

Date

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UPLOADER LICENSE

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This Agreement allows LICENSEE to receive free minor version updates. Minor version updates (e.g., version 4.0 to 4.1) may include security updates, bug fixes or feature enhancements. Major version upgrades (e.g., version 4.0 to 5.0) may be available for license for a fee.

No Warranty

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Term, Termination, and Modification

LICENSEE may use the Uploader Software under this Agreement until either party terminates this Agreement as set forth in this paragraph or such time that the Software Service and Hosting Agreement is terminated. Either party may terminate the Agreement at any time, upon written notice to the other party. Upon termination, all licenses granted to LICENSEE will terminate, and LICENSEE will immediately uninstall and cease all use of the Uploader Software. The Sections entitled "No Warranty," "Indemnification," and "Limitation of Liability" will survive any termination of this Agreement.

PRO-VISION may modify the Uploader Software with notice to LICENSEE, including but not limited to, changing the functionality or appearance of the Uploader Software, and such modification will become binding on LICENSEE unless LICENSEE terminates this Agreement.

Indemnification

By accepting the Agreement, LICENSEE agrees to indemnify and otherwise hold harmless PRO-VISION, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from LICENSEE's use of the Uploader Software or any other matter relating to the Uploader Software.

Limitation of Liability

LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT PRO-VISION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PRO-VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN NO EVENT WILL PRO-VISION'S TOTAL CUMULATIVE DAMAGES EXCEED THE FEES LICENSEE PAID TO PRO-VISION UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE-MONTH PERIOD.

General Terms

Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

Modification and Waiver. This Agreement may not be amended except by a written instrument signed by duly authorized representatives of both parties. No waiver will be effective unless in writing and signed by a duly authorized representative of the party sought to be charged therewith. The failure of PRO-VISION to insist upon strict performance of any of the provisions of this Agreement will not be construed as a waiver of PRO-VISION's rights arising out of any subsequent default of that or any other provision.

Assignment. This Agreement and the rights hereunder will be assignable by PRO-VISION. LICENSEE will have no right to assign this Agreement or any of its rights hereunder without PRO-VISION's prior written consent. Any attempt to assign this Agreement without such consent will be void. PRO-VISION may reasonably require, as a condition to its consent, payment of a license transfer fee in such amount as PRO-VISION may specify in its sole discretion. No permitted assignment by LICENSEE will be effective without the express written consent of PRO-VISION. Even if PRO-VISION has consented to such assignment, LICENSEE may not retain any copy of the Uploader Software or associated documentation following the assignment.

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Failure or Delay in Performance. PRO-VISION will not be liable for or be deemed in default under this Agreement, or any other agreement between PRO-VISION and LICENSEE, as a result of any failure or delay in the performance of any obligation owed LICENSEE if such delay or failure results from any cause beyond PRO-VISION's reasonable control.

Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier, overnight delivery service, certified mail, or by email, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices to the other party by the means specified in this Section.

Applicable Law; Limitation of Actions. This Agreement will be construed, interpreted, governed and enforced by and in accordance with the laws of the State of Michigan in the United States of America, and the federal laws of the United States of America, without regard to conflicts of laws principles. No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by LICENSEE more than one (1) year after the cause of action accrued. Any dispute regarding this Agreement or arising out of any of the transactions under this Agreement shall be determined in the federal courts of the United States within the jurisdiction of the United States District Court for the Western District of Michigan, or the courts of the State of Michigan sitting in Kent County, Michigan, and the parties hereby stipulate and agree to jurisdiction and venue in such courts. Each party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim such a lack of jurisdiction, or that such court is an inconvenient forum.

Audit. At its own expense, PRO-VISION may perform an audit of LICENSEE's usage of the Uploader Software to confirm use of the software in accordance with the terms of this Agreement. The audit may be conducted (i) once every calendar year and (ii) as required, in the event PRO-VISION has reason to believe LICENSEE is utilizing the Uploader Software in an unauthorized manner.

Force Majeure. Except for LICENSEE's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

Relationship of the Parties. LICENSEE and PRO-VISION agree that PRO-VISION shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by PRO-VISION who perform duties related to this Agreement shall remain under the supervision, management, and control of PRO-VISION. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement and any Statement(s) of Work, PRO-VISION may subcontract with or otherwise engage the services of one or more third parties.

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Sales Admin

smxadmin@provisionusa.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Andrew Beach

smxmanager@provisionusa.com

Security Level: Email, Account Authentication
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Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure		

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electronically from us.

How to contact PRO-VISION, Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jeff.lehnert@provisionusa.com

To advise PRO-VISION, Inc of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jeff.lehnert@provisionusa.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jeff.lehnert@provisionusa.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jeff.lehnert@provisionusa.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify PRO-VISION, Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by PRO-VISION, Inc during the course of my relationship with you.

ATTACHMENT A

Addendum to Contract
With
The City of Starkville, Mississippi

The City of Starkville, Mississippi ("City"), a corporation existing under the laws of the State of Mississippi, despite any contrary provision contained in any contract to which the City is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the City is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the City is a party:

1. The City does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
2. The City does not make any warranty.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
3. The City does not waive any claim: past, present, or future.
Miss. Const. Art. 4, § 100
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
4. The City does not waive its sovereign immunity. The City shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
Miss. Code Ann. § 11-46-1, *et seq.*
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
5. The City does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. amend. XI
6. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
U.S. Const. amend XI
Miss. Code Ann. 11-11-3
Miss. Code Ann. 11-45-1
Miss. Const. Art. 4, § 100

City of Jackson v. Wallace, 196 So. 223 (1940)
Miss. AG Op., Nowak (Nov. 18, 2005)

7. The City does not limit the liability of another party to the amount of the contract or to any other set amount.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Hathorn (May 28, 1992)

8. The City does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law or statutory warranties to which it is entitled.

Miss. Const. Art. 4, § 100
Miss. Code Ann. § 75-2-719
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss AG Op., Long (Feb. 27, 2009)

9. The City may not bind a subsequent administration to contracts made by the former municipal officers.

Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

10. Provisions that limit the time for the City to pursue legal actions are deleted and void.

Miss. Const. Art 4, § 104
Miss. Const. Art. 4 § 100
Miss. Code Ann. § 15-1-5
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Thomas (Dec. 2, 2003)

11. The City does not agree to submit to binding arbitration.

Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

12. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.

Miss. Code Ann. § 31-7-305.
Miss. AG Op., Meadows (August 18, 2008)
Miss. AG Op., Pearson (November 22, 1993)

13. The City does not limit or waive its lawful right to damages of any type, including but not limited to, punitive, consequential or special.

Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)

Miss. AG Op., Hathorn (May 28, 1992)
Miss. AG Op., Thomas (Dec. 2, 2003)

14. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.

Miss. Const. Art. 7, § 183

Miss. Const. Art. , § 258

Miss. AG Op., Oldmixon (April 24, 1991)

Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)

15. The City does not agree to waive rights and remedies conferred to it by virtue of any UCC provision.

Miss. AG Op., Chamberlin (Oct. 18, 2002)

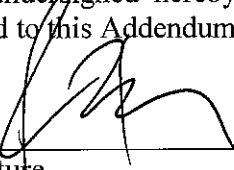
16. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein, supersedes any applicable contractual non-disclosure or confidentiality obligations of the City.

Miss. Code Ann. § 25-61-1, et. seq.

17. Any Contractor/Seller of the City shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to this Addendum.

Signature


Andrew Beach

By: Name

Director of Sales

Its: Title

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill encouraged everyone to take a few minutes to complete the 2020 Census if they have not done so already and noted the importance of everyone being counted.

She then noted that trash pickup will return to twice a week routes the week of August 3.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk stated that everyone interested in current Covid information go to the MS Department of Health website.

Alderman Walker thanked Jeffery Simmons, the park staff and the Mayor for the recent football camp held in Starkville.

Alderman Beatty expressed concern with students beginning to return that social distancing regulations may not be adhered to as they should. The Mayor asked the Police Chief to have officers frequently patrol areas that may be of concern.

Alderman Perkins noted there are regulations and penalties in the Seventh Covid-19 Resolution passed by the City at the July 7, 2020 meeting which the police department should strictly enforce.

Alderman Vaughn asked that newly hired employees not begin working prior to the return of furloughed employees.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that daily news of Covid is starting to cause mental stress on many individuals and asked that positive news and events also be shared.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT ORDINANCE FOR THE CITY OF STARKVILLE.

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

Alvin Turner stated more alcohol is not the answer to the current Covid situation.

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

17. CONSIDERATION OF THE ADOPTION OF A LEISURE AND ENTERTAINMENT DISTRICT ORDINANCE FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve the adoption of a Leisure and Entertainment District Ordinance for the City of Starkville. The Board voted as follows:

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

Having received a tie vote, the Mayor voted yea and declared the motion passed.

ORDINANCE NO. 2020-04

**AN ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF STARKVILLE,
MISSISSIPPI, AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN
THE BOUNDARIES OF SAID DISTRICT; AND TO AMEND ORDINANCE
NUMBER 2017-5, ADOPTED 09-19-17 AND CHAPTER 10, ALCOHOLIC
BEVERAGES, OF THE CODE OF ORDINANCES, AMENDING THE
REGULATIONS FOR POSSESSION OR CONSUMPTION OF ALCOHOLIC
BEVERAGES, BEER OR LIGHT WINE IN CERTAIN PLACES; AND FOR
RELATED PURPOSES**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI:**

WHEREAS, the City of Starkville, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, during the 2016 Legislative Session, the Mississippi Legislature enacted House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann § 67-1-101, which permits and authorizes municipalities in the State of Mississippi to establish “Leisure and Recreation Districts” and to designate the geographic areas to be included within the district; and

WHEREAS, Miss. Code Ann. § 67-1-101 requires that an Ordinance which establishes a Leisure and Recreation District include a detailed description of the area or areas within the district, the boundaries of the district, and a georeferenced map of the district, as well as a description of the manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district; and

WHEREAS, municipalities which create Leisure and Recreation Districts authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue, and that are located within the boundaries of the designated Leisure and Recreation District, to allow patrons to leave the licensed premises with an open container of alcohol and to carry and consume alcoholic beverages within the designated Leisure and Recreation District; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has determined and hereby finds that the City of Starkville would benefit from the establishment of a Leisure and Recreation District by enhancing pedestrian-oriented areas, including outdoor dining; and

WHEREAS, the governing authority of the City of Starkville, Mississippi, has further determined that the establishment of a Leisure and Recreation District would be in the best interests of the City of Starkville; and

WHEREAS, the governing authority of the City of Starkville has found and determined that the manner of current law enforcement is adequate and sufficient for the area to be designated as a Leisure and Recreation District, and the Mayor therefore has agreed to direct that the Starkville Police Department continue to provide adequate and sufficient law enforcement and other public safety measures and services as stated herein in the city’s Leisure and Recreation District; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a Leisure and Recreation District is a privilege and not a right and is subject at all times to reasonable regulation; and

WHEREAS, subject to Miss. Code Ann. § 67-1-101 and this Ordinance, the City of Starkville hereby establishes a Leisure and Recreation District as more fully set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF

ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI AS FOLLOWS:

SECTION 1. ADOPTION OF FINDINGS: The matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as official findings of the Governing Authority of the City of Starkville.

SECTION 2. TITLE: This ordinance shall be known as **STARKVILLE LEISURE AND RECREATION DISTRICT ORDINANCE.**

SECTION 3. CREATION AND ESTABLISHMENT OF DISTRICTS: Under the authority granted in Miss. Code Ann. § 67-1-101, the City of Starkville does hereby establish Leisure and Recreation District(s) within the City of Starkville, hereafter known as the DISTRICT, within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is incorporated herein and attached hereto:

- a. DISTRICT description is attached as Exhibit 1;
- b. DISTRICT map is attached as Exhibit 2;
- c. Additional districts may be created in the future as deemed beneficial and upon further action by the Board of Aldermen for the City of Starkville.

SECTION 4. OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES PERMITTED; CONDITIONS. Any on-premises retail alcoholic beverage permittee (hereinafter, “permittee”) located within the DISTRICT shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage, beer, or wine from the licensed premises, and may possess and consume such beverage outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

1. Nothing in this Ordinance permits a patron to possess or consume an alcoholic beverage, beer or wine in an open container that was not purchased from an on-premises retail alcohol beverage permittee located within the DISTRICT.
2. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.
3. A permittee located in the DISTRICT shall allow alcoholic beverages to be removed from the licensed premises only in a plastic, paper, or styrofoam cup not larger than 16 fluid ounces, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.
4. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.
5. Nothing in this ordinance shall require a permittee located in the DISTRICT to allow its patrons to remove alcoholic beverages in open containers from the licensed premises.
6. Each permittee shall be required to place a trash receptacle, consistent with the specified design approved by the City for the DISTRICT, at the exit door of the premises.
7. Permittees located in the DISTRICT shall post, at all points of egress from the licensed premises, a map of the boundaries of the DISTRICT in which it is located. The map shall be provided, either in electronic or paper form, to those permittees upon their request.
8. The purpose of this ordinance being primarily to allow pedestrians to participate in outdoor dining and to carry open containers as described in this ordinance

within a Leisure and Recreation District, nothing in this ordinance shall be construed to allow patrons, guests, or members of a permittee to drive a motor vehicle or non-motor vehicle while carrying an open container of alcoholic beverage onto or into such vehicle, and it shall be a violation of this ordinance for any person to drive a motor vehicle or non-motor vehicle while carrying an open container, as described in this ordinance, containing an alcoholic beverage within the DISTRICT in which it was purchased. Similarly, nothing in this ordinance shall be construed to allow patrons, guests or members of a permittee to leave the DISTRICT as a pedestrian or passenger in a motor vehicle or non- motor vehicle of any kind while carrying an open container of an alcoholic beverage.

9. Nothing in this ordinance shall allow patrons, guests or members of a licensee or permittee to impede traffic on a public street or within private or public parking lots, unless approved by order of the Starkville Board of Aldermen.

SECTION 5. HOURS IN EFFECT. A person shall only possess an alcoholic beverage in the above prescribed container dispensed by a duly permitted establishment within the DISTRICT boundaries between the hours of 4:00 p.m. and midnight Monday through Wednesday, 4:00 p.m. Thursday to 1:00 a.m. Friday, 4:00 p.m. Friday to 1:00a.m. Saturday, 12:00 p.m. Saturday to 1:00 a.m. Sunday, and 12:00 p.m. to 12:00 midnight Sunday. Hours may be amended on specific days only on order of the Starkville Board of Aldermen.

SECTION 6. DRINKING IN PUBLIC PLACES; AMENDMENTS TO ORDINANCE NUMBERS 2017-02 AND TO THE CODE OF ORDINANCES: AND CHAPTER 10, ALCOHOLIC BEVERAGES, ARTICLE II, SECTIONS 10-36, 10-38; 10-39, 10-41, 10-43 AND 10-103, AS FOLLOWS:

a. It shall be unlawful for any person, group, association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks, and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city that specifically addresses the possession and/or consumption of alcoholic beverages, beer, or wine.

b. It shall be unlawful for any person to consume any alcoholic beverage, beer, or wine on any public street, sidewalk or alley owned, maintained or operated by the City; except that it shall not be unlawful for any person to consume an alcoholic beverage, beer or wine on streets in an established LEISURE AND RECREATION DISTRICT.

c. It shall remain lawful for any person to possess an open container of beer or light wine on public property within the boundaries of an outdoor special event or festival expressly approved by the Starkville Board of Aldermen upon written application; provided, however, that during such City-approved special events, no beer or light wine may be possessed or consumed from containers other than plastic, paper, or styrofoam cups.

SECTION 7. PUBLIC SAFETY MEASURES: The City of Starkville, by and through its Police and Fire Departments, shall provide for adequate law enforcement and other public safety measures and services within the DISTRICT as required by State Law. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. Nothing in this ordinance shall amend or change any other ordinance pertaining to amplified music, noise, litter, loitering, or nuisances.

SECTION 8. RESERVATION OF RIGHTS : The City reserves the right to modify or repeal this ordinance, and any district designation created hereunder, at any time, with or without notice, by order of the Board of Aldermen.

SECTION 9. REPEAL AND CONFLICTS. All ordinances or parts thereof that

address alcohol consumption in conflict with this ordinance are hereby repealed within the geographic boundaries of the DISTRICT created herein.

SECTION 10. POST-ORDINANCE COMPLIANCE: Following the establishment and/or modification of a leisure and recreation district, the municipality shall provide the Department of Revenue with the following:

- a. a copy of any ordinance or resolution relating to the establishment or modification of the District;
- b. verification from the police department indicating how the department will provide adequate law enforcement and other public safety measures and services within the District; and
- c. a list of persons or other entities that hold permits issued under Section 67-1-51(c), (e), (f), (g), (l), (n), or (o) and are located and/or doing business under permits in the District at the time the District is established.

SECTION 11. EFFECTIVE DATE: This ordinance shall be effective upon approval as required by law, execution and publication.

The above and foregoing Ordinance, having been first reduced to writing, was introduced by Alderman Sistrunk, seconded by Alderman Beatty and adopted by the following roll call vote:

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

The Mayor voted Yea which thereby broke the tie and declared the motion carried and the Resolution adopted, this the 18th day of July, 2020.

ATTEST:

ADOPTED

Lesia Hardin

CITY CLERK

D. Lynn Spruill

MAYOR



Legend

Proposed District Boundary

BOUNDARY DESCRIPTION OF THE CITY OF STARKVILLE'S TEMPORARY LEISURE AND ENTERTAINMENT DISTRICT

The boundary of the Temporary Leisure and Entertainment District shall include the entire right-of-way of several streets within the corporate boundary of the City of Starkville, Mississippi. The portions of the streets included in the Temporary Leisure and Entertainment District are described as follows:

Dr. Martin Luther King Jr. Drive West and Dr. Martin Luther King Jr. Drive East: Starting from the east side of the right-of-way of D. L. Conner Drive on Dr. Martin Luther King Jr. Drive West and Ending on the east side of the right-of-way of Old West Point Road on Dr. Martin Luther King Jr. Drive East.

West Main Street, East Main Street, and University Drive: Starting one hundred and forty-four feet (144') west of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street on West Main Street and Continuing east through East Main Street and Ending at the west side of the right-of-way of Highway 12 on University Drive.

East Lampkin Street: Starting at the west side of the right-of-way of North Jackson Street on East Lampkin Street and Ending at the west side of the right-of-way of Fellowship Street on East Lampkin.

Russell Street: Starting at the south side of the right-of-way of East Lampkin Street on Russell Street and Ending at the west side of the right-of-way of Highway 12 on Russell Street.

Cotton Row: Starting at the east side of the right-of-way of Holtsinger Avenue on Cotton Row and Ending on the west side of the right-of-way of Maxwell Street on Cotton Row.

Lummas Drive: Starting from the east side of the right-of-way of Maxwell Street on Lummas Drive and Ending one hundred feet (100') east of the intersection of the south side of the right-of-way of Lummas Drive and east side of the right-of-way of Maxwell Street on Lummas Drive.

Page Avenue: Starting from the south side of the right-of-way of University Drive on Page Avenue and Ending at the east side of the right-of-way of Maxwell Street on Page Avenue.

South Washington Street: Starting from the south side of the right-of-way of East Main Street on South Washington Street and Ending two hundred and forty-two feet (242') south of the intersection of the south side of the right-of-way of West Main Street and the west side of the right-of-way of South Washington Street and including fifty feet (50') of the western most portion of the alley way on the east side of South Washington Avenue south of East Main Street

North Jackson Street and South Jackson Street: Starting from the south side of the right-of-way of Dr. Martin Luther King Jr. Drive West on North Jackson Street and Ending one hundred and thirty-six feet (136') south of the south side of the railroad right of way on the west side of South Jackson Street.

North Montgomery Street and South Montgomery Street: Starting from the south side of the right-of-way for Dr. Martin Luther King Jr. Drive East on North Montgomery Street and Ending on the north side of the right-of-way line of Hogan Street on South Montgomery Street.

Old West Point Road: Starting from the south side of the right-of-way from Dr. Martin Luther King Jr. Drive East on Old West Point Road and Ending at the north right-of-way of University Drive on Old West Point Road.

Fellowship Street: Starting from the south side of the right-of-way of University Drive on Fellowship Street and Ending on the north side of the right-of-way Russell Street on Fellowship Street.

Mill Street: Starting from the south side of the right-of-way of Russell Street on Mill Street and Ending on the south side of the right-of-way of Mercantile Street on Mill Street.

Mercantile Street: Starting from the south side of the right-of-way of Russell Street on Mercantile Street and Ending on the east side of the right-of-way of Mill Street on Mercantile Street.

Colonel Muldrow Avenue: Starting from the south side of the right-of-way of University Drive on Colonel Muldrow Avenue and ending one hundred and thirteen feet (113') south of the intersection of the south side of the right-of-way of University Drive and west side of the right-of-way of Colonel Muldrow Avenue on Colonel Muldrow Avenue.

FIRST PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES, ARTICLE III. SECTION 82-51 ET SEQ. ASSEMBLIES, PARADES AND PROCESSIONS.

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

Alvin Turner expressed support but urged caution in enforcement of the proposed Ordinance.

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

18. CONSIDERATION OF HIRING MR. BRANDON DOHERTY AS THE PARKS AND RECREATION DIRECTOR FOR THE CITY OF STARKVILLE.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to hire Mr. Brandon Doherty as the Parks and Recreation Director for the City of Starkville at a salary of \$75,000 starting August 14, 2020.

The Board voted as follows:

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

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

The Board thanked Mr. David D'Quilla for his work in the interim during some difficult times.

19. CONSIDERATION OF INCLUDING MR. BRANDON DOHERTY IN THE RFP COMMITTEE NAMED IN ITEM 15 EARLIER IN THIS MEETING.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to include Mr. Brandon Doherty in the RFP Committee named in item 15 earlier in this meeting. The Board voted as follows:

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

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

20. CONSIDERATION OF FP 20-01 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING SEVERAL LOTS INTO 4 LOTS LOCATED NORTH OF THE INTERSECTION OF UNIVERSITY DRIVE AND PAGE AVENUE IN A T-5U ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00 INCLUDING AN ENCROACHMENT AGREEMENT AND THE MAINTENANCE AGREEMENT FOR THE PEDESTRIAN BRIDGES ASSOCIATED WITH THE VISTA DEVELOPMENT AND AUTHORIZATION FOR THE MAYOR TO SIGN ON THE CITY'S BEHALF.

Dr. Kim presented FP 20-01 Request for Final Plat approval for subdividing and reconfiguring several lots into 4 lots located north of the intersection of University Drive and Page Avenue in a T-5U zoning district. The applicant Adam Ingram of TTL, Inc. on behalf of The Vista - Starkville is requesting Final Plat approval for subdividing 7.34 acres into 4 lots. The proposed subdivision is named "The Vista" and is located in a T-5U zoning district. The gross acreage is +/- 7.34 with a total of 4 lots. The acreage for each proposed lot is as follows: Lot 1 (0.84 ac), Lot 2 (1.29 ac), Lot 3 (1.23 ac), and Lot 4 (1.19 ac). The roadways will be dedicated to the City. Existing Camp Avenue has been improved and expanded. Two new roads, North Page Avenue and Vista Avenue, have been constructed. Golden Triangle Planning and Development has reviewed proposed road name and has no issues. A maintenance agreement and encroachment agreement have been submitted for review and approval. The Board of Aldermen approved the preliminary plat on October 17, 2017.

Jackson Wallace, representative of the development company, thanked the City for their work and cooperation. He felt the time and effort it took to complete the development was worth the end product.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve FP 20-01 Request for Final Plat approval for subdividing and reconfiguring several lots into 4 lots located north of the intersection of University Drive and Page Avenue in a T-5U zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00 with two conditions:

1. All remaining punch list items related to the subdivision and infrastructure, shall be completed to the City's satisfaction prior to the Final Plat being executed by city staff.
2. The Maintenance Agreement as shown in Attachment 6 (and attached hereto) and the Encroachment Agreement as shown in Attachment 7 (and attached hereto) shall be executed and filed in the land records with the Final Plat.

The Board voted as follows:

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

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

**RIGHT OF WAY ENCROACHMENT AGREEMENT FOR NON-UTILITY
ENCROACHMENT ON CITY STREET**

**CITY OF STARKVILLE AND
THE VISTA-STARKVILLE, LLC**

THIS AGREEMENT is made and entered into this the _____ day of _____, 2020, by and between the City of Starkville, MS, a municipal corporation (the "City"); and The Vista-Starkville, LLC, a Delaware limited liability company ("Vista"),

WITNESSETH

THAT WHEREAS, Vista desires to encroach on the right-of-way of a City street as follows:

Two enclosed pedestrian bridges crossing over Camp Avenue to connect Building 2000, Building 3000 and Building 4000 (collectively, the "Encroaching Improvements");

WHEREAS, it is to the material advantage of Vista to effect this encroachment, and the City in the exercise of authority conferred upon it by law, is willing to permit the construction and continued existence of the Encroaching Improvements within the limits of the right of way as indicated, subject to the conditions of this Agreement;

NOW THEREFORE, IT IS AGREED that the City hereby grants to Vista the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof (Attachment A), together with all repairs, replacements and improvements thereto, and the right to use, operate, maintain, repair and replace the Encroaching Improvements, upon the following conditions, to wit:

That Vista binds and obligates itself to install and maintain the Encroaching Improvements in such safe and proper condition that it will not interfere with or endanger travel upon said street, nor obstruct nor interfere with the proper maintenance thereof, and to reimburse the City for the reasonable cost incurred for any repairs or maintenance to its street and structures necessary due to the installation and existence of the Encroaching Improvements.

That Vista agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the City Engineer of the City.

That Vista hereby agrees to defend, indemnify, and hold harmless the City from any and all damages and claims for any damage whatsoever that may arise by reason of the installation, maintenance and/or use of the Encroaching Improvements.

That Vista agrees to restore all areas disturbed during installation and maintenance of the Encroaching Improvements to the reasonable satisfaction of the City Engineer of the City. Vista agrees to exercise reasonable precautions during construction and maintenance of the Encroaching Improvements to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, Vista agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the reasonable satisfaction of the City Engineer of the City.

Vista agrees to have available at the encroaching site, at all times during construction, a copy of this Agreement showing evidence of approval by the City. The City reserves the right to stop all work unless evidence of approval can be shown.

Vista is required to perform a bridge inspection on the pedestrian bridges every 24 months or sooner by a professional engineer licensed in the state of Mississippi. A copy of the inspection reports should be provided to the City Engineer of the City of Starkville. If any deficiencies are found or noted, the developer has 60 days to complete the deficiencies unless otherwise approved by the Mayor and Board of Alderman of the City of Starkville.

Provided the work contained in this Agreement is being performed on a completed street open to traffic, Vista agrees to give written notice to the City Engineer of the City when all work contained herein has been completed. Unless specifically requested by the City, written notice of completion of work on street projects under construction will not be required.

The City hereby agrees that it shall not require Vista to relocate or remove the Encroaching Improvements from the City streets or rights-of-way, or any other City property.

That in the case of noncompliance with the terms of this Agreement by Vista, the City reserves the right to stop all work until the Encroaching Improvements have been brought into compliance.

This Agreement shall run with the land and be binding upon and inure to the benefit of Vista and its successors and assigns as the owner of the Vista property, and the City and its successors and assigns. There are no intended third party beneficiaries of this Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed the day and year first above written.

CITY:

CITY OF STARKVILLE, MISSISSIPPI

SEAL

By: _____
Mayor

ATTEST: _____
City Clerk

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2020, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation, and that for and on behalf of the said corporation, and as its act and deed, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC
My commission expires: _____

DEVELOPER:

THE VISTA-STARKVILLE, LLC

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

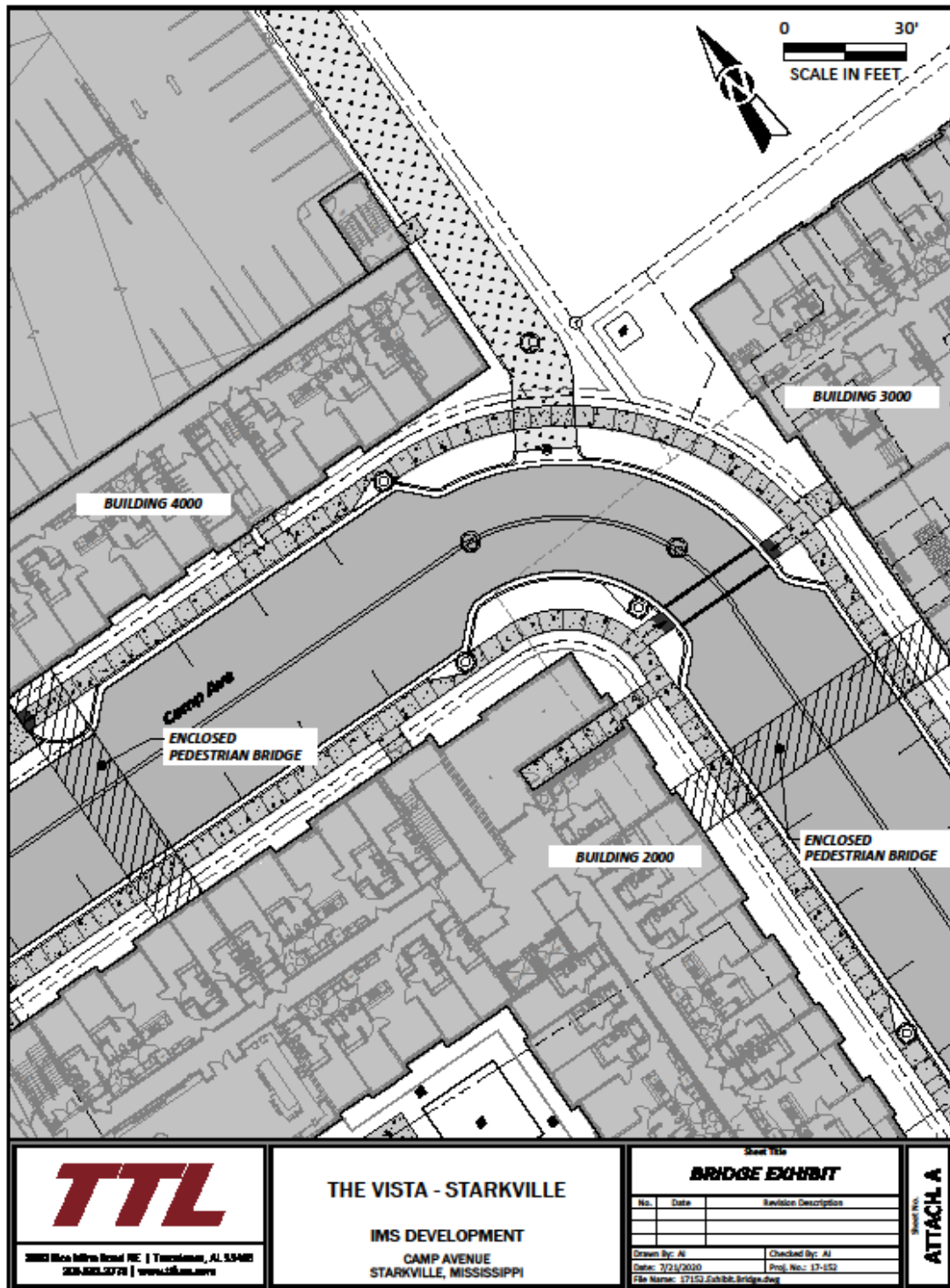
Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2020, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of **THE VISTA-STARKVILLE, LLC**, a Delaware limited liability company, and that for and on behalf of the said Limited Liability Company, and as its act and deed, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My commission expires: _____

ATTACHMENT A

Description of Encroaching Improvements



Surveyed locations of improvements are shown on the Final Plat

ATTACHMENT A

Attachment 6- Maintenance Agreement (Revised on 7-15-20)

MAINTENANCE AGREEMENT

This **MAINTENANCE AGREEMENT** ("**Agreement**") is made and entered into as of the ____ day of _____, 2020 between the **CITY OF STARKVILLE, MISSISSIPPI**, a Mississippi municipal corporation (the "**City**"), and **THE VISTA-STARKVILLE, LLC**, a Delaware limited liability company (the "**Developer**").

RECITALS

Developer is the owner and developer of a student housing development known as "The Vista - Starkville" (the portion thereof owned by Developer referred to herein as the "**Project**") located within the City's corporate limits, which Project consists of improvements commonly referred to as "Building 1000, Building 2000, Building 3000 & Building 4000" (collectively, the "**Buildings**").

The City has requested that the Developer confirm certain obligations related to the Project.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE 1 AGREEMENTS

(a) **Buildings.** Developer hereby agrees that any sale of the Project shall include all the Buildings, it being understood and agreed that none of the Buildings shall be sold separately from the other Buildings.

(b) **Bridges.** Developer agrees to maintain the overhead pedestrian bridges located within the Project in good working order, ordinary wear and tear excepted, and in compliance with all applicable laws and regulations. Developer is required to perform a bridge inspection on the pedestrian bridges every 24 months or sooner by a professional engineer licensed in the state of Mississippi. A copy of the inspection reports should be provided to the City Engineer of the City of Starkville. If any deficiencies are found or noted, the developer has 60 days to complete the deficiencies unless otherwise approved by the Mayor and Board of Alderman of the City of Starkville.

(c) **Stormwater Facilities.** Developer agrees to maintain the stormwater detention pond and related stormwater facilities located within the Project in good working order, ordinary wear and tear excepted, and in compliance with all applicable laws and regulations.

(d) **Grounds and Amenities.** Developer agrees to maintain the grounds and amenities located within the Project in a manner consistent with similar commercial developments in the area, ordinary wear and tear excepted.

(e) **Parking.** Developer agrees that all parking spaces located within a public right-of-way adjacent to the Project shall be available to the public and shall not be reserved, metered or otherwise restricted for private use by Developer absent prior written consent of the City.

(f) **Applicable Codes.** All work by Developer pursuant to this Agreement shall be performed in accordance with applicable codes of the City.

(g) **Excluded Areas.** Notwithstanding anything contained in this Agreement to the contrary, Developer shall have no obligations as regards any portion of the Project located on property not owned by Developer, or located within public utilities, roadways or rights-of-way.

ARTICLE 2 TERM

The obligations of the City and the Developer hereunder shall arise on execution of this Agreement, and shall continue until the Project is sold by Developer.

ARTICLE 3 DEFAULT

(a) Upon any default in the performance, or breach, of any agreement of Developer in this Agreement, and the continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Developer by the City, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, provided that if such default is of a kind which cannot reasonably be cured within such 60 day period, as extended to the extent of any applicable force majeure, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

(b) All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law regarding the Project, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling in the Project and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 4 GENERAL PROVISIONS

(a) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(b) This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(c) This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

(d) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein. The City hereby agrees that the Developer may assign this Agreement to any purchaser of the Project and upon such assignment, Developer shall be automatically released from any further obligation under this Agreement without the need for further action or documentation. There are no intended third party beneficiaries of this Agreement.

(e) This Agreement shall be governed exclusively by the laws of the State of Mississippi.

(f) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

Developer:

The Vista-Starkville, LLC
5690 Watermelon Rd., Suite 400
Northport, AL 35473

City:

(g) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any such notice or other document delivered by mail must be sent with return receipt required.

(h) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(i) This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

(j) The parties represent and warrant to each other that they have the power and authority to enter into this Agreement, to carry out their obligations hereunder, that they have duly authorized the execution, delivery and performance of this Agreement, and that this Agreement is enforceable against the parties in accordance with its terms.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Developer has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY:

CITY OF STARKVILLE, MISSISSIPPI

SEAL

By: _____
Mayor

ATTEST: _____
City Manager/Clerk

DEVELOPER:

THE VISTA-STARKVILLE, LLC

By: _____

Its: _____

[Signature Page to Maintenance Agreement]

21. CONSIDERATION OF FP 20-02 REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING 2 LOTS THAT ARE A COMBINED +/-0.69-ACRE INTO 2 LOTS AT 400 AND 402 NORTH JACKSON STREET IN A TN-E ZONE WITH THE PARCEL NUMBER 118I-00-103.00 AND 118I-00-104.00.

Dr. Kim presented FP 20-02 Request for Final Plat approval for subdividing and reconfiguring 2 lots that are a combined +/-0.69-acre into 2 lots at 400 and 402 North Jackson Street in a TN-E zone. The applicant Joshua Davis of Neel-Schaffer on behalf of Double B Properties is requesting Final Plat approval for subdividing and reconfiguring 2 lots with a combined acreage of 0.69 into 2 lots. The 2 lots are located at 400 and 402 North Jackson Street. The proposed subdivision is named "Double B Properties" and is located in a TN-E zoning district. The subdivision process was started prior the effective date of the Unified Development Code. Therefore, the subdivision is being reviewed under the previous code with the previous zoning designation was R-3. The Board of Aldermen approved the preliminary plat on January 21, 2020. Joshua Davis was present for questions.

Alderman Walker, duly seconded by Alderman Beatty, offered a motion to approve FP 20-02 Request for Final Plat approval for subdividing and reconfiguring 2 lots that are a combined +/-0.69-acre into 2 lots at 400 and 402 North Jackson Street in a TN-E zone with the parcel number 118I-00-103.00 and 118I-00-104.00 and adding the additional road names to the final plat with two conditions:

1. No temporary or permanent certificate of occupancy shall be issued for any structure on either lot before all infrastructure is completed to the satisfaction of all city departments.
2. The surety for all remaining required improvements shall remain in effect until the City has inspected and approved.

The Board voted as follows:

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

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

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of May 26, 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 200,677.34
Airport Fund	015	5,017.90
Sanitation	022	71,103.69
Public Improvement Bonds-2018	319	274.00
Park and Rec, Tourism	375	62,500.00
Park Bonds	380	13,247.00
Sub Total Before Utilities		\$ 352,819.93
Utilities Dept.	SED	3,032,770.83
Total Claims	Total	\$ 3,385,590.76

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

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

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

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

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

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

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

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

The Mayor invited the public back in and then announced that the Board had chosen not to enter into Executive Session.

25. CONSIDERATION OF DISCIPLINE OF A POLICE OFFICER.

Alderman Perkins offered a motion to accept the recommendation of Police Chief Ballard to suspend Police Officer Valeeka Nash for 5 days without pay, place her on 1 year probation and suspend her take home car privileges for six months. Alderman Carver seconded the motion and the Board voted as follows:

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

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

26. MOTION TO RECESS UNTIL AUGUST 4, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until August 4, 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: Absent
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 31, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, July 31, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Hamp Beatty and Henry Vaughn. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present.

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.

The Mayor and members of the Board discussed items on the upcoming August 4, 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.

D. LYNN SPRUILL, MAYOR

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

July 31, 2020

10:00 a.m.

A. CALL THE MEETING TO ORDER

B. DISCUSSION OF THE AGENDA ITEMS FOR THE AUGUST 4, 2020, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

C. ADJOURN MEETING



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JULY 31, 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 DEPT.: Community Dev.- Planning
AGENDA DATE: August 18, 2020
PAGE: Page 1of 7

SUBJECT:

Public Hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 307 West Main Street with the parcel number 118o-00-338.00 is menaces to the public health, safety, and welfare of the community.

SUMMARY:

Originally, after several inspections, code enforcement letters were sent out to the following properties:

307 West Main Street (118o-00-338.00) - Notifications sent on 4/22/2020, 5/14/2020, and certified mail sent to owners of the LLC on 6/3/2020.

310 Lindbergh Boulevard (102B-00-200.00) - Notifications sent on 6/30/2020 and 6/4/2020.

1249 MS Hwy 182 W (103A-00-001.13) - Notifications sent on 5/1/2020 and 5/20/2020.

321 Critz Street (118i-00-125.00) - Notifications sent on 5/14/20, 6/9/20 and 6/30/2020.

722 Vine Street (102H-00-170.00) - Building was condemned at the BOA meeting on November 5, 2019, but the yard also needs to be cleaned.

There were neither cleanup activities nor any inquiries by the property owners until the July 21st BOA meeting, calling for the public hearing to adjudicate the properties.

Per Miss. Code Ann. § 21-19-11, notices were mailed to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and the same notices have been posted on the property and the city hall on July 22, 2020, immediately after the July 21st BOA meeting.

The staff found then the owner of 310 Lindbergh Boulevard (102B-00-200.00) cut grasses on July 22, 2020 and, seeing the property being in compliance, the notice was not posted. Therefore, this property has been removed from the list.

Upon receipt of notices, the owners of 1249 MS Hwy 182 W (103A-00-001.13), 321 Critz Street (118i-00-125.00), and 722 Vine Street (102H-00-170.00) cleaned up their properties. Because those properties are in compliance currently, we cannot proceed with them.

Therefore, only 307 West Main Street (118o-00-338.00) has not been maintained and subject for adjudication today.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION, CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move determine that the property located at 307 West Main Street with the parcel number 118o-00-338.00 is menaces to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

Pictures (307 West Main Street)

May 18, 2020



August 10, 2020





OkTibbeha County Mississippi

Property Link OKTIBBEHA COUNTY, MS

Current Date 8/ 4/2020

Tax Year 2019

Records Last Updated 8/ 3/2020

PROPERTY DETAIL			
OWNER	MERIDIAN DOWNTOWN DEVELOPMENT		ACRES : **NA**
	2410 OLD NORTH HILLS ST		LAND VALUE : 10000
			IMPROVEMENTS : **NA**
	MERIDIAN MS 39305		TOTAL VALUE: 10000
			ASSESSED : 1500
PARCEL	118O-00-338.00		
ADDRESS	307 W MAIN ST		
TAX INFORMATION			
YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	82.64	0.00	87.60
CITY	42.20	0.00	44.73
SCHOOL	97.62	0.00	103.48
TOTAL	222.46	0.00	235.81 6.00% Penalty

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR	
MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT 5 A CITY BLOCK 10
HOMESTEAD CODE None	2011/5360
TAX DISTRICT 5110	MAP 1180 DB/PG 351/101 2010/64
PPIN 000493	68
SECTION 34	B 2011 P 5360 09/23/2011
TOWNSHIP 19N	
RANGE 14E	
Book 2011	Page 5360

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2018	DOWNTOWN RESTORATION	NOT REDEEMED
2017	DOWNTOWN RESTORATION	8/20/2019 LUX OIL AND GAS
2016	ROBERSON LAW FIRM PLLC	8/20/2019 LUX OIL AND GAS
2015	BOAZ TAX SALE PROPERTIES LLC	8/21/2018 MERIDIAN DOWNTOWN DEVELOPMENT
2014	OVERFLOW ENTERPRISES LLC	8/24/2017 BLACK PRAIRIE PROPERTIES LLC
2013	TISDALE JACQUELINE	8/ 3/2015 MERIDIAN DOWNTOWN DEVELOPMENT
2012	G J TAX SALE PROPERTIES LLC	8/ 3/2015 MERIDIAN DOWNTOWN DEVELOPMENT
2011	LUX OIL & GAS LLC	TAX DEED ISSUED

[Back](#)
[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)

Meridian Downtown Development
2410 Old North Hills Street
Meridian, MS 39305

NOTICE

PARCEL NUMBER: 118O-00-338.00

307 West Main Street, Starkville, MS 39759

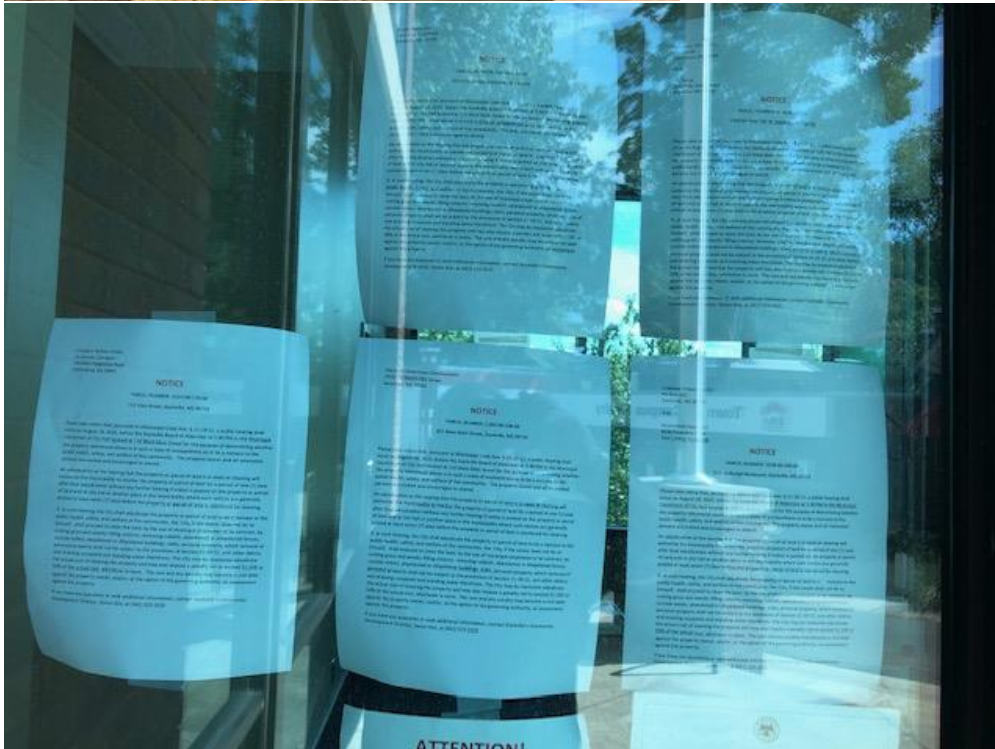
Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on August 18, 2020, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Community Development Director, Simon Kim, at (662) 323-2525

Notifications (307 West Main Street)



Others

310 Lindbergh Boulevard (July 22, 2020)



Jul 22, 2020 at 10:19:14 AM
310 Lindbergh Blvd
Starkville, MS 39759
United States

1249 MS Hwy 182 W (August 10, 2020)



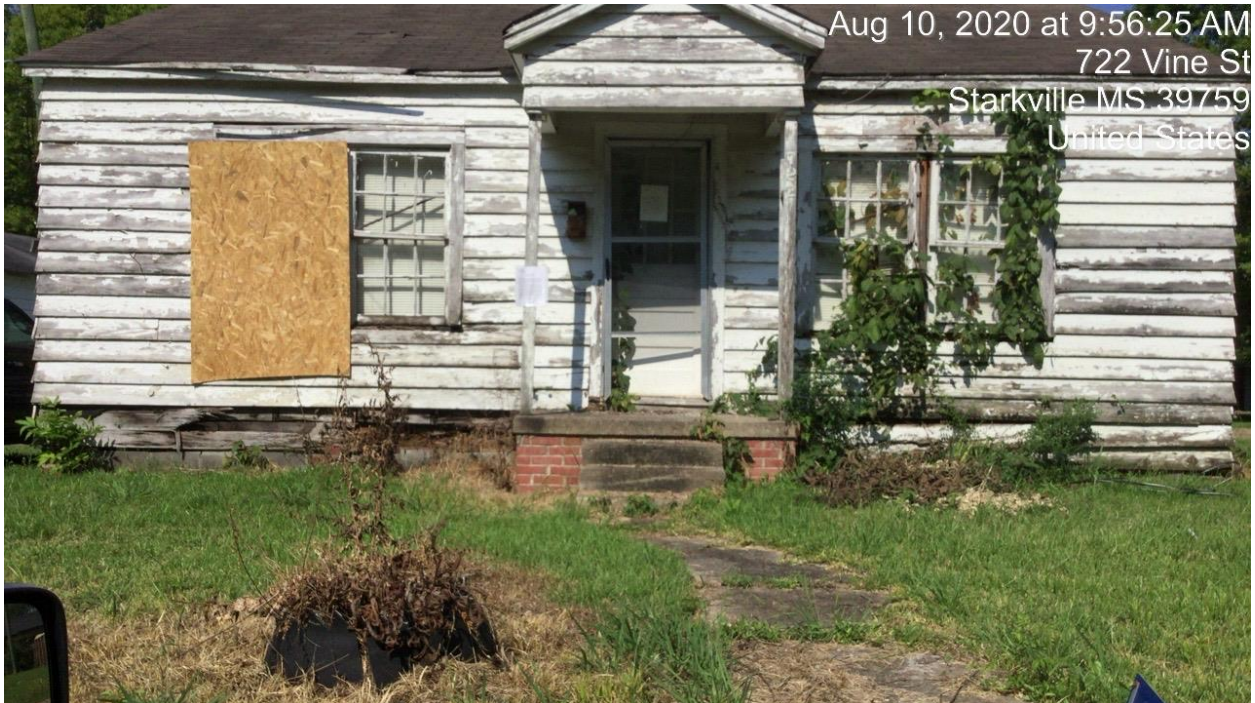
Aug 10, 2020 at 10:34:12 AM
801-821 Stark Rd
Starkville MS 39759
United States

321 Critz Street (August 10, 2020)



Aug 10, 2020 at 10:23:14 AM
321 Critz St
Starkville MS 39759
United States

722 Vine Street (August 10, 2020)



Aug 10, 2020 at 9:56:25 AM
722 Vine St
Starkville MS 39759
United States

* The building on 722 Vine Street was condemned at the BOA meeting on November 5, 2019.



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

**AGENDA ITEM DEPT.: Public Hearing
AGENDA DATE: 8.18.20
PAGE: 1 of 20**

SUBJECT: First Public Hearing on the tax millage and budget for the City of Starkville for Fiscal Year 2020 – 2021.

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Alderwoman Sandra Sistrunk
Budget Chairman



City of Starkville, MS

Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,155,000.00	8,155,000.00	0.00	0.00	-8,155,000.00	0.00 %
206 - LIEU OF TAXES	793,500.00	793,500.00	0.00	0.00	-793,500.00	0.00 %
220 - LICENSES AND PERMITS	226,250.00	226,250.00	0.00	0.00	-226,250.00	0.00 %
230 - INTERGOVERNMENTAL REVENUES	11,124,872.00	11,124,872.00	0.00	0.00	-11,124,872.00	0.00 %
250 - GRANTS	77,670.00	77,670.00	0.00	0.00	-77,670.00	0.00 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	10,500.00	10,500.00	0.00	0.00	-10,500.00	0.00 %
330 - FINES AND FORFEITS	412,500.00	412,500.00	0.00	0.00	-412,500.00	0.00 %
340 - MISCELLANEOUS	579,500.00	579,500.00	0.00	0.00	-579,500.00	0.00 %
360 - CHARGES FOR SERVICES	1,550.00	1,550.00	0.00	0.00	-1,550.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,317,500.00	3,317,500.00	0.00	0.00	-3,317,500.00	0.00 %
631 - ODDFELLOWS	13,500.00	13,500.00	0.00	0.00	-13,500.00	0.00 %
Department: 000 - UNDESIGNATED Total:	24,712,342.00	24,712,342.00	0.00	0.00	-24,712,342.00	0.00 %
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,360.00	206,360.00	0.00	0.00	206,360.00	0.00 %
600 - CONTRACTUAL SERVICES	16,750.00	16,750.00	0.00	0.00	16,750.00	0.00 %
Department: 100 - BOARD OF ALDERMEN Total:	223,110.00	223,110.00	0.00	0.00	223,110.00	0.00 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	329,985.00	329,985.00	0.00	0.00	329,985.00	0.00 %
500 - SUPPLIES	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
600 - CONTRACTUAL SERVICES	21,200.00	21,200.00	0.00	0.00	21,200.00	0.00 %
900 - CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	365,685.00	365,685.00	0.00	0.00	365,685.00	0.00 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,140.00	154,140.00	0.00	0.00	154,140.00	0.00 %
500 - SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
600 - CONTRACTUAL SERVICES	121,900.00	121,900.00	0.00	0.00	121,900.00	0.00 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	278,040.00	278,040.00	0.00	0.00	278,040.00	0.00 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	297,610.00	297,610.00	0.00	0.00	297,610.00	0.00 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	102,000.00	102,000.00	0.00	0.00	102,000.00	0.00 %
900 - CAPITAL OUTLAY	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
Department: 123 - IT Total:	480,110.00	480,110.00	0.00	0.00	480,110.00	0.00 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	0.00	0.00	24,500.00	0.00 %
Department: 130 - ELECTIONS Total:	27,500.00	27,500.00	0.00	0.00	27,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	408,880.00	408,880.00	0.00	0.00	408,880.00	0.00 %
600 - CONTRACTUAL SERVICES	86,500.00	86,500.00	0.00	0.00	86,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	495,380.00	495,380.00	0.00	0.00	495,380.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	39,000.00	39,000.00	0.00	0.00	39,000.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	0.00	0.00	69,945.00	0.00 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	0.00	0.00	69,945.00	0.00 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	215,000.00	215,000.00	0.00	0.00	215,000.00	0.00 %
Department: 169 - LEGAL Total:	215,000.00	215,000.00	0.00	0.00	215,000.00	0.00 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	227,380.00	227,380.00	0.00	0.00	227,380.00	0.00 %
500 - SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
600 - CONTRACTUAL SERVICES	28,900.00	28,900.00	0.00	0.00	28,900.00	0.00 %
Department: 180 - HUMAN RESOURCES Total:	259,780.00	259,780.00	0.00	0.00	259,780.00	0.00 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	265,120.00	265,120.00	0.00	0.00	265,120.00	0.00 %
500 - SUPPLIES	1,625.00	1,625.00	0.00	0.00	1,625.00	0.00 %
600 - CONTRACTUAL SERVICES	37,400.00	37,400.00	0.00	0.00	37,400.00	0.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	324,145.00	324,145.00	0.00	0.00	324,145.00	0.00 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	119,540.00	119,540.00	0.00	0.00	119,540.00	0.00 %
Department: 191 - EXTERNAL SERVICE Total:	119,540.00	119,540.00	0.00	0.00	119,540.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	56,000.00	56,000.00	0.00	0.00	56,000.00	0.00 %
600 - CONTRACTUAL SERVICES	90,500.00	90,500.00	0.00	0.00	90,500.00	0.00 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	150,086.00	150,086.00	0.00	0.00	150,086.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	0.00	0.00	61,928.00	0.00 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	115,928.00	115,928.00	0.00	0.00	115,928.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
631 - ODDFELLOWS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	48,000.00	48,000.00	0.00	0.00	48,000.00	0.00 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	312,385.00	312,385.00	0.00	0.00	312,385.00	0.00 %
500 - SUPPLIES	3,900.00	3,900.00	0.00	0.00	3,900.00	0.00 %
600 - CONTRACTUAL SERVICES	15,600.00	15,600.00	0.00	0.00	15,600.00	0.00 %
800 - DEBT SERVICE	2,181.00	2,181.00	0.00	0.00	2,181.00	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	337,066.00	337,066.00	0.00	0.00	337,066.00	0.00 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	111,690.00	111,690.00	0.00	0.00	111,690.00	0.00 %
Department: 200 - POLICE ADMINISTRATION Total:	111,690.00	111,690.00	0.00	0.00	111,690.00	0.00 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,258,640.00	4,258,640.00	0.00	0.00	4,258,640.00	0.00 %
500 - SUPPLIES	423,000.00	423,000.00	0.00	0.00	423,000.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	513,600.00	513,600.00	0.00	0.00	513,600.00	0.00 %
800 - DEBT SERVICE	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
900 - CAPITAL OUTLAY	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	5,560,240.00	5,560,240.00	0.00	0.00	5,560,240.00	0.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	307,200.00	307,200.00	0.00	0.00	307,200.00	0.00 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 245 - DISPATCHERS Total:	308,200.00	308,200.00	0.00	0.00	308,200.00	0.00 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,425.00	120,425.00	0.00	0.00	120,425.00	0.00 %
Department: 254 - DUI GRANT Total:	120,425.00	120,425.00	0.00	0.00	120,425.00	0.00 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	109,625.00	109,625.00	0.00	0.00	109,625.00	0.00 %
Department: 260 - FIRE ADMINISTRATION Total:	109,625.00	109,625.00	0.00	0.00	109,625.00	0.00 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,121,710.00	4,121,710.00	0.00	0.00	4,121,710.00	0.00 %
500 - SUPPLIES	99,000.00	99,000.00	0.00	0.00	99,000.00	0.00 %
600 - CONTRACTUAL SERVICES	283,600.00	283,600.00	0.00	0.00	283,600.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	189,000.00	189,000.00	0.00	0.00	189,000.00	0.00 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	41,000.00	41,000.00	0.00	0.00	41,000.00	0.00 %
Department: 261 - FIRE DEPARTMENT Total:	4,834,310.00	4,834,310.00	0.00	0.00	4,834,310.00	0.00 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	287,000.00	287,000.00	0.00	0.00	287,000.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00 %
600 - CONTRACTUAL SERVICES	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
800 - DEBT SERVICE	9,115.00	9,115.00	0.00	0.00	9,115.00	0.00 %
Department: 281 - BUILDING/CODES OFFICE Total:	327,615.00	327,615.00	0.00	0.00	327,615.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	16,850.00	16,850.00	0.00	0.00	16,850.00	0.00 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	22,500.00	22,500.00	0.00	0.00	22,500.00	0.00 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	858,150.00	858,150.00	0.00	0.00	858,150.00	0.00 %
500 - SUPPLIES	176,000.00	176,000.00	0.00	0.00	176,000.00	0.00 %
600 - CONTRACTUAL SERVICES	550,100.00	550,100.00	0.00	0.00	550,100.00	0.00 %
800 - DEBT SERVICE	97,673.00	97,673.00	0.00	0.00	97,673.00	0.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	1,691,923.00	1,691,923.00	0.00	0.00	1,691,923.00	0.00 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	97,420.00	97,420.00	0.00	0.00	97,420.00	0.00 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	0.00	0.00	5,550.00	0.00 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 360 - ANIMAL CONTROL Total:	230,970.00	230,970.00	0.00	0.00	230,970.00	0.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	867,950.00	867,950.00	0.00	0.00	867,950.00	0.00 %
500 - SUPPLIES	157,000.00	157,000.00	0.00	0.00	157,000.00	0.00 %
600 - CONTRACTUAL SERVICES	590,600.00	590,600.00	0.00	0.00	590,600.00	0.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	0.00	17,956.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,636,006.00	1,636,006.00	0.00	0.00	1,636,006.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
900 - CAPITAL OUTLAY	2,003,472.00	2,003,472.00	0.00	0.00	2,003,472.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,015,472.00	2,015,472.00	0.00	0.00	2,015,472.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	0.00	64,000.00	0.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	284,000.00	284,000.00	0.00	0.00	284,000.00	0.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,968,237.00	1,968,237.00	0.00	0.00	1,968,237.00	0.00 %
Department: 800 - DEBT SERVICE Total:	1,968,237.00	1,968,237.00	0.00	0.00	1,968,237.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,913,314.00	1,913,314.00	0.00	0.00	1,913,314.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,913,314.00	1,913,314.00	0.00	0.00	1,913,314.00	0.00 %
Total Revenues	24,712,342.00	24,712,342.00	0.00	0.00	-24,712,342.00	0.00 %
Total Expenses	24,712,342.00	24,712,342.00	0.00	0.00	24,712,342.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
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	0.00	0.00	-35,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	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	0.00	35,000.00	0.00 %
Total Revenues	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
Total Expenses	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND						
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	320,000.00	320,000.00	0.00	0.00	-320,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
600 - CONTRACTUAL SERVICES	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00 %
800 - DEBT SERVICE	366,500.00	366,500.00	0.00	0.00	366,500.00	0.00 %
900 - CAPITAL OUTLAY	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	454,000.00	454,000.00	0.00	0.00	454,000.00	0.00 %
Total Revenues	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Total Expenses	454,000.00	454,000.00	0.00	0.00	454,000.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
340 - MISCELLANEOUS	30,200.00	30,200.00	0.00	0.00	-30,200.00	0.00 %
360 - CHARGES FOR SERVICES	482,358.00	482,358.00	0.00	0.00	-482,358.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
380 - TRANSFERS AND NON REVENUE RECEIPTS	625,000.00	625,000.00	0.00	0.00	-625,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,208,509.00	1,208,509.00	0.00	0.00	-1,208,509.00	0.00 %
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	185,650.00	185,650.00	0.00	0.00	185,650.00	0.00 %
500 - SUPPLIES	344,000.00	344,000.00	0.00	0.00	344,000.00	0.00 %
600 - CONTRACTUAL SERVICES	107,850.00	107,850.00	0.00	0.00	107,850.00	0.00 %
900 - CAPITAL OUTLAY	571,009.00	571,009.00	0.00	0.00	571,009.00	0.00 %
Department: 505 - AIRPORT Total:	1,208,509.00	1,208,509.00	0.00	0.00	1,208,509.00	0.00 %
Total Revenues	1,208,509.00	1,208,509.00	0.00	0.00	-1,208,509.00	0.00 %
Total Expenses	1,208,509.00	1,208,509.00	0.00	0.00	1,208,509.00	0.00 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Department: 000 - UNDESIGNATED Total:	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	26,112.00	26,112.00	0.00	0.00	26,112.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	84,486.00	84,486.00	0.00	0.00	84,486.00	0.00 %
Department: 515 - RESTRICTED PROJECTS Total:	110,598.00	110,598.00	0.00	0.00	110,598.00	0.00 %
Total Revenues	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Total Expenses	110,598.00	110,598.00	0.00	0.00	110,598.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,750,000.00	2,750,000.00	0.00	0.00	-2,750,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	335,000.00	335,000.00	0.00	0.00	-335,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,085,000.00	3,085,000.00	0.00	0.00	-3,085,000.00	0.00 %
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,538,650.00	1,538,650.00	0.00	0.00	1,538,650.00	0.00 %
500 - SUPPLIES	155,000.00	155,000.00	0.00	0.00	155,000.00	0.00 %
600 - CONTRACTUAL SERVICES	792,450.00	792,450.00	0.00	0.00	792,450.00	0.00 %
800 - DEBT SERVICE	216,800.00	216,800.00	0.00	0.00	216,800.00	0.00 %
900 - CAPITAL OUTLAY	348,350.00	348,350.00	0.00	0.00	348,350.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	3,051,250.00	3,051,250.00	0.00	0.00	3,051,250.00	0.00 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	33,750.00	33,750.00	0.00	0.00	33,750.00	0.00 %
Department: 341 - LANDSCAPING Total:	33,750.00	33,750.00	0.00	0.00	33,750.00	0.00 %
Total Revenues	3,085,000.00	3,085,000.00	0.00	0.00	-3,085,000.00	0.00 %
Total Expenses	3,085,000.00	3,085,000.00	0.00	0.00	3,085,000.00	0.00 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
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 %
Total Revenues	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Total Expenses	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	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 112 - COMPUTER ASSESSMENTS Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Total Revenues	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Total Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,520,000.00	1,520,000.00	0.00	0.00	-1,520,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	1,520,000.00	1,520,000.00	0.00	0.00	1,520,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	1,520,000.00	1,520,000.00	0.00	0.00	1,520,000.00	0.00 %
Total Revenues	1,520,000.00	1,520,000.00	0.00	0.00	-1,520,000.00	0.00 %
Total Expenses	1,520,000.00	1,520,000.00	0.00	0.00	1,520,000.00	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20,000.00	20,000.00	0.00	0.00	-20,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,500,000.00	2,500,000.00	0.00	0.00	-2,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,520,000.00	2,520,000.00	0.00	0.00	-2,520,000.00	0.00 %
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	2,515,000.00	2,515,000.00	0.00	0.00	2,515,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,520,000.00	2,520,000.00	0.00	0.00	2,520,000.00	0.00 %
Total Revenues	2,520,000.00	2,520,000.00	0.00	0.00	-2,520,000.00	0.00 %
Total Expenses	2,520,000.00	2,520,000.00	0.00	0.00	2,520,000.00	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,300,000.00	2,300,000.00	0.00	0.00	-2,300,000.00	0.00 %
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,347,452.00	1,347,452.00	0.00	0.00	1,347,452.00	0.00 %
900 - CAPITAL OUTLAY	777,548.00	777,548.00	0.00	0.00	777,548.00	0.00 %
950 - TRANSFERS	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	2,300,000.00	2,300,000.00	0.00	0.00	2,300,000.00	0.00 %
Total Revenues	2,300,000.00	2,300,000.00	0.00	0.00	-2,300,000.00	0.00 %
Total Expenses	2,300,000.00	2,300,000.00	0.00	0.00	2,300,000.00	0.00 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,800,000.00	1,800,000.00	0.00	0.00	-1,800,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,800,000.00	1,800,000.00	0.00	0.00	-1,800,000.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 318 - MS182/MLK						
600 - CONTRACTUAL SERVICES	1,800,000.00	1,800,000.00	0.00	0.00	1,800,000.00	0.00 %
Department: 318 - MS182/MLK Total:	1,800,000.00	1,800,000.00	0.00	0.00	1,800,000.00	0.00 %
Total Revenues	1,800,000.00	1,800,000.00	0.00	0.00	-1,800,000.00	0.00 %
Total Expenses	1,800,000.00	1,800,000.00	0.00	0.00	1,800,000.00	0.00 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	0.00	0.00	0.00
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00
023 - LANDFILL ACCOUNT	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	0.00	0.00	0.00
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00



**Starkville Utilities – Electric Department
Board Budget Year 2021 (10/2020-9/2021)**

	Total 2020 Budget as Amended	Total 2021 Budget
<u>Revenues</u>		
1 Electric Sales	41,465,000	39,745,000
2 Forfeited Customer Discounts	200,000	200,000
3 Misc. Service Revenue	250,000	250,000
4 Interest Income	100,000	100,000
5 Rent from Electric Property	305,000	315,000
6 Water Sewer Reimbursement	800,000	800,000
7 Sanitation Reimbursement	75,000	75,000
8 City Reimbursement for Lights	12,000	12,000
Other Revenues	1,742,000	1,752,000
Total Revenues	43,207,000	41,497,000
<u>Expenses</u>		
9 Purchased Power Expense	32,700,000	31,850,000
<u>Payroll Expenses</u>		
10 Employee Salaries	1,660,000	1,770,000
11 Employee Overtime	65,600	80,000
12 Employer Contributions - State Retirement	300,254	321,900
13 Employer Contributions - Social Security	132,008	141,525
14 Employer Contributions - Group Insurance	165,000	170,000
15 Payroll Expense from Other Departments	55,000	55,000
Total Payroll Expenses	2,377,863	2,538,425
<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 & 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 & Bank Fees	10,000	12,000
27 Advertising	6,000	6,000
28 Utilities	10,000	10,000
29 Rent	12,500	12,500
30 Postage	8,000	8,000
Total Operating Expenses	1,021,500	1,023,500



**Starkville Utilities – Electric Department
Board Budget Year 2021 (10/2020-9/2021)**

	Total 2020 Budget as Amended	Total 2021 Budget
<u>Maintenance Expenses</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	330,000	340,000
35 Contract Services	325,000	325,000
37 General Maintenance	50,000	50,000
38 Building Maintenance	40,500	40,500
Total Maintenance Expenses	1,295,500	1,305,500
<u>Capital Expenses</u>		
50 Capitalized Materials & Supplies	1,010,000	1,000,000
51 Capitalized Contract Services	590,350	100,000
52 Asset Purchases - Building & Grounds	250,000	2,025,000
53 Asset Purchases - Equipment & Vehicles	100,000	520,000
54 Capital Projects & Construction	2,411,749	1,381,000
Total Capital Expenses	4,362,099	5,026,000
<u>Debt Expenses</u>		
60 Interest Expense on LTD	25,925	178,463
61 Principal Paid on LTD	465,000	945,000
Total Debt Expenses	490,925	1,123,463
62 Tax Equivalency	1,365,000	1,365,000
Total Expenses	43,612,887	44,231,888
Total Revenues Over Expenses	(405,887)	(2,734,888)
<u>Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>		
54A Capital Projects - Substation	5,955,087	3,482,330
54B Capital Projects - Transmission	495,628	-
54C Capital Projects - Distribution	1,239,704	300,000
54D Capital Projects - Street Lighting	90,000	-
54E Capital Projects - Traffic Signals	150,000	80,000
54F Capital Projects - Special Projects	100,000	100,000
Total	8,030,419	3,962,330
Less: Bond Proceeds Funding Capital Projects	(5,618,670)	(2,581,330)
54 Net Capital Expense Funding from Long-Term Debt	2,411,749	1,381,000



**Starkville Utilities – Water & Sewer Department
Board Budget Year 2021 (10/2020-9/2021)**

	Total 2020 Budget as Amended	Total 2021 Budget
<u>Revenues</u>		
1 Water Sales Revenues	\$ 3,700,000	\$ 4,000,000
2 Sewer Sales Revenues	3,000,000	3,500,000
Total Sales Revenues	\$ 6,700,000	\$ 7,500,000
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	345,000
8 MSU Wastewater Treatment Income	178,954	180,000
9 Wastewater Revenue	20,000	20,000
10 Federal & State Grant Revenue	53,180	1,451,160
Total Other Revenues	\$ 941,971	\$ 2,341,160
Total Revenues	\$ 7,641,971	\$ 9,841,160
<u>Expenses</u>		
<u>Payroll Expenses</u>		
11 Employee Wages	\$ 933,727	\$ 1,070,000
12 Employee Overtime	110,000	120,000
13 Employer Contribution - Retirement	181,608	207,060
14 Employer Contribution - Social Security	79,846	91,035
15 Employer Contribution - Insurance	135,000	138,000
16 Payroll Expense from Other Departments	400,000	450,000
Total Payroll Expenses	\$ 1,840,181	\$ 2,076,095
<u>Operating Expenses</u>		
17 City Administrative Costs Reimbursement	\$ 75,000	\$ 75,000
18 Rental Allocation to Electric Dept	160,000	160,000
19 Billing Services	150,000	150,000
20 Insurance	70,000	70,000
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	\$ 1,367,500	\$ 1,367,500



**Starkville Utilities – Water & Sewer Department
Board Budget Year 2021 (10/2020-9/2021)**

	Total 2020 Budget as Amended	Total 2021 Budget
<u>Maintenance Expenses</u>		
30 Materials & Supplies	\$ 700,000	\$ 700,000
31 Gas & Oil Expense	60,000	60,000
34 Chemicals	120,000	120,000
35 Contract Services	277,000	215,000
39 Water Quality Analysis	50,000	50,000
40 Tank & Well Maintenance	100,000	100,000
41 Repairs & Maintenance - Infrastructure	250,000	300,000
42 Repairs & Maintenance - Shop	100,000	100,000
43 Repairs & Maintenance - Equipment	200,000	200,000
44 MSU Pump Operations & Maintenance	142,255	145,000
45 Remote Pump Station Maintenance	40,000	40,000
Total Maintenance Expenses	\$ 2,039,255	\$ 2,030,000
<u>Capital Expenses</u>		
50 Infrastructure Improvements	\$ 1,085,000	\$ 2,740,000
51 Asset Purchases - Building & Grounds	25,000	25,000
52 Asset Purchases - Equipment & Vehicles	80,000	80,000
Total Capital Expenses	\$ 1,190,000	\$ 2,845,000
<u>Debt Expenses</u>		
60 Interest Expense on LTD	\$ 469,144	\$ 445,363
61 Principal Paid on LTD	1,027,431	1,051,525
Total Debt Expenses	\$ 1,496,575	\$ 1,496,888
Total Expenses	\$ 7,933,511	\$ 9,815,483
Total Revenues Over Expenses	\$ (291,540)	\$ 25,677

<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>		
50A Wastewater Biosolids Project	\$ 4,000,000	\$ 4,000,000
50B SCADA Wastewater Upgrades	150,000	350,000
50C Green Oaks Water & Sewer Replacement	250,000	1,500,000
50D Trim Cane Lift Station Rehab	5,000	445,000
50E Babylon Road Sewer Rehab	-	620,000
50F Rolling Hills Sewer Rehab	-	100,000
50R Major Construction and Rehab Work	680,000	825,000
Total	\$ 5,085,000	\$ 7,840,000
Less: Debt Funding Capital Projects	(4,000,000)	(5,100,000)
Capital Expense Net of Long-Term Debt	\$ 1,085,000	\$ 2,740,000



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

AGENDA ITEM DEPT: Administration
AGENDA DATE: August 18, 2020
Page: 1

SUBJECT:

Consideration of removing the Covid-19 hiring freeze and resumption of advertising and replacement of personnel.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Due to the impact of the COVID-19 outbreak on the City revenues and expenditures, a hiring freeze was in effect for all City Departments.

The hiring freeze was a comprehensive prohibition on promotions, transfers, and new hires, and reclassifications unless individually justified and authorized by the Board. It included all permanent and temporary positions, regardless of funding source, except for those positions authorized by the Board.

Although, due to employees resigning, we have had some waivers and exemptions for critical positions that are essential to the city departments.

Some of the departments have filled positions in these categories, to the extent possible, by reassigning existing, qualified employees from less critical assignments, but due to employees being out for fourteen days for covid related issues is causing a direct impact on core and essential operations, and a negative impact on ensuring the City meets its priorities.

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor

SUGGESTED MOTION:

Move approval of removing the Covid-19 hiring freeze and resumption of advertising and replacement of personnel.



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

AGENDA ITEM NO:
AGENDA DATE: August 18, 2020
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to implement a water and sewer rate adjustment effective October 1, 2020 to provide funding needed for capital infrastructure improvements.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to authorize Starkville Utilities to implement a water and sewer rate adjustment effective October 1, 2020 to provide funding needed for capital infrastructure improvements.

Proposed Rate Change

Water Base Rate: \$4.50 (first 1,000 gal. free)

Water Unit Rate: \$4.15 per 1,000 gal.

Sewer Base Rate: \$4.50 (first 1,000 gal. free)

Sewer Unit Rate: \$4.15 per 1,000 gal.

Estimated Revenue: \$7.55M

Customer Use Strata	Current Avg. Bill		Estimated Avg. Bill		Estimated Bill Increase		
	Water & Sewer	Water	Water & Sewer	Water	Water & Sewer	Water	Percentage
Less than 1,000 gal.	\$ 8.00	\$ 4.00	\$ 9.00	\$ 4.50	\$ 1.00	\$ 0.50	13%
1,000 to 2,000 gal.	\$ 11.34	\$ 5.65	\$ 13.26	\$ 6.61	\$ 1.92	\$ 0.96	17%
2,000 to 5,000 gal.	\$ 23.26	\$ 11.65	\$ 28.49	\$ 14.26	\$ 5.23	\$ 2.62	22%
5,000 to 10,000 gal.	\$ 45.72	\$ 23.07	\$ 57.16	\$ 28.85	\$ 11.45	\$ 5.78	25%
More than 10,000 gal.	\$ 293.17	\$ 136.62	\$ 373.14	\$ 173.85	\$ 79.97	\$ 37.23	27%



MISSISSIPPI STATE UNIVERSITY™
EXTENSION

Extending Knowledge. Changing Lives.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: August 18, 2020
PAGE: 1 of 1

SUBJECT: Consideration a contract with Mississippi State University for an overhead street lighting program for Lafayette Street.

AMOUNT & SOURCE OF FUNDING: To be covered from a project line item funded by donations

FISCAL NOTE: No cost to the city

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the contract with Mississippi State University for the overhead street lighting program for Lafayette Street.

Agreement Face Sheet
Agreement for Services
Between
City of Starkville
and
MISSISSIPPI STATE UNIVERSITY

Contract # 2021-4

Type of Contract: Fixed Price
Project Period: August 15, 2020 to September 30, 2020
Sponsor: City of Starkville
Subject: Starkville Downtown Lighting
Contract Amount: \$1,917.00

Sponsor Contact Information: City of Starkville
Lynn Spruill
110 West Main Street
Starkville, MS 39759
Phone: 662-323-2525 ext. 3100
Email: 1.spruill@cityofstarkville.org

Remit Payment to: Mississippi State University
Sponsored Programs Accounting
P.O. Box 5227
Mississippi State, MS 39762
(662) 325-1937

If funded through federal funds: CFDA #:
(Catalog for Federal Domestic Assistance)

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this Agreement shall be subject to and governed by this Agreement.

MISSISSIPPI STATE UNIVERSITY

City of Starkville

Signed Date

Signed Date

Kevin Enroth, Director
Office of Sponsored Projects

Name and Title

**MISSISSIPPI ENTITY
CONTRACT TO OBTAIN SERVICES
FROM
MISSISSIPPI STATE UNIVERSITY**

This agreement is between City of Starkville, hereinafter referred to as "Contractor," a corporation organized and existing under the laws of the State of Mississippi with its corporate address being 110 West Main Street, Starkville, MS 39759, and Mississippi State University, a governmental entity of the State of Mississippi, hereinafter referred to as "MSU," with its address at PO Box 6156, Mississippi State, Mississippi 39762 for and on behalf of its Carl Small Town Center. Contractor and MSU are collectively referred to as the "PARTIES."

WHEREAS, Contractor desires to obtain certain, specific educational services from MSU.

WHEREAS, in return, MSU must obtain market value consideration and compensation for providing the services.

**I.
TERMS**

A. Term of Contract

This agreement shall not be effective unless and until both parties have executed this agreement.

The term of this agreement shall be from August 15, 2020 to September 30, 2021. However, upon a separate, mutual written agreement executed by the parties not less than thirty (30) days prior to the expiration of this agreement, a renewal agreement may be entered under terms mutually agreeable to the parties at that time.

B. Contractor shall:

1. Pay MSU according to the following payment schedule:
the Contractor will pay \$1,917.00 upon signing the agreement.

2. Refrain from using MSU's name, trademark, logo, work mark, or other university identifier without first obtaining written authorization to do so from the MSU Licensing & Trademark Manager. The report generated by this agreement may be disseminated referencing the researchers and their titles to lend credibility. A notation as follows should be placed on the report, "Opinions or points of view expressed in this report represent a consensus of the authors and do not necessarily represent the official position or policies of Mississippi State University. Any products and companies discussed in this report are presented for informational purposes only and do not constitute approval or endorsement by Mississippi State University."

3. Refrain from using the name or title of any MSU official without first obtaining written authorization to do so from the MSU Licensing & Trademark Manager.
4. Refrain from projecting the product, or the work entailed therewith, as being approved by or otherwise endorsed by MSU, its entities or officials without the express written advance authorization of the authorized MSU official.

C. MSU shall provide the following described services:

MSU will provide detailed plan documents of lighting locations and specifications for lighting to purchase.

II. CONDITIONS

A. Availability of Funds

It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditions upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

B. No MSU Funding

It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the receipt by MSU of funds or other mutually agreed upon consideration from Contractor to specifically perform the obligations set forth for MSU under this agreement. No MSU funds are obligated for payment or disbursement or envisioned as being encumbered under this agreement to any party at any time.

C. Representation Regarding Contingent Fees and Gratuities

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Authority to Contract

Contractor warrants (a) that it is a valid governmental entity with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its liability to perform its obligations under this agreement.

E. Disputes

The parties agree that any and all disputes between the parties to this agreement may, if mutually agreeable to both parties, be subjected to voluntary mediation and that such disputes are subject to final resolution if said voluntary mediation efforts result in a written resolution agreement executed by both parties.

F. Failure to Enforce

The failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of either party to enforce the provision at any time in accordance with its terms.

G. MSU Responsibility

Contractor and MSU shall be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with MSU to the degree and within the parameters permitted under §§ 11-46-1, *et seq.*, *Mississippi Code Annotated of 1972*.

H. Contractor - Independent Contractor

Contractor shall at times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MSU, and MSU shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals,

officers, agents, employees, or representatives. MSU shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees, or representatives. MSU shall not provide to Contractor, its partners, principals, officers, agents, employees, or representatives any insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by MSU to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly, or by implication, to be employees of MSU. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between MSU and Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of MSU.

I. MSU - Independent Contractor

MSU shall at all times be regarded as and shall be legally considered an independent contractor and neither MSU nor its employees shall, under any circumstances, be considered servants, agents or employees of Contractor, and Contractor shall at no time be legally responsible for any negligence or other wrongdoing by MSU, its principals, officers, agents, employees, or representatives. Contractor shall not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of MSU or any of its principals, officers, agents, employees, or representatives. Contractor shall not provide to MSU, its principals, officers, agents, employees, or representatives any employee insurance coverage or other benefits, including, but not limited to, Workers' Compensation, which are normally provided by Contractor to its employees. MSU's personnel shall not be deemed in any way, directly, indirectly, expressly, or by implication, to be employees of Contractor. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between Contractor and MSU. At no time shall MSU be authorized to do so and at no time shall MSU act as an agent for or of Contractor.

J. Equal Employment Opportunity

Contractor represents and understands that MSU is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provision of its services.

K. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall assign this agreement to any party and that any attempt to do so shall be void.

L. No Third Parties

There are no other parties to this agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this agreement, its terms and conditions, or a party's actions taken hereunder.

M. No Other Terms, Conditions, or Understandings

The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof and constitutes the full and

complete Agreement in this matter by and between the parties hereto, shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

N. Modifications to Agreements

This agreement may be modified only by a written amendment authorized by and executed by the parties. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement.

O. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the addresses shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:

City of Starkville
Mayor Lynn Spruill
110 West Main Street
Starkville, MS; l.spruill@cityofstarkville.org

and

For MSU jointly at:

Leah Kemp, Principle Investigator
240 Giles Hall
Mississippi State, MS 39762
lkemp@caad.msstate.edu; 662-325-8671

and

Haleigh Fason, Grants & Contracts Administrator
129 Etheredge Hall, 449 Hardy Road
Mississippi State, Ms 39762
hfason@osp.msstate.edu; 662-325-3216

P. Ownership of Documents and Work Papers

MSU shall own all documents, files, reports, work papers, and working documents, electronic or otherwise, created by MSU in connection with this agreement.

Q. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such an event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

R. Termination for Convenience

MSU may, when the interests of MSU so require, terminate this agreement in whole or in part for the convenience of MSU. Written notice of the same is required to be provided by MSU and shall allow no less than 60 days' notice prior to the effective date of the termination. MSU will provide a report of all work completed as of the date of termination.

S. Termination for Cause

Either party may terminate this agreement upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

T. Inspection of Books and Records

MSU shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination of or the expiration of this agreement.

U. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations.

V. Title to Equipment

Title to any equipment purchased for use on this project shall vest with MSU.

July 30, 2020

Mayor Lynn Spruill
110 W. Main Street
Starkville, Mississippi 39759

Dear Mayor:

The Small Town Center (STC) is pleased to submit a pre-proposal for the following scope of work in Starkville, MS.

Lighting Plan

The STC will develop a plan for lighting along Lafayette Street between Main/Lampkin to help beautify the street and illuminate evening events at this location.

The STC will also develop a similar plan for lighting between Jackson/Washington Streets or between Jackson and Lafayette Streets, as dictated by the City.

Time frame:

We should be able to have a very quick turnaround on this project , provided a timely response from the City on coordination. We will be able to start immediately.

Deliverables:

- + Detailed plan documents highlighting lighting locations along specified streets.
- + Specifications for lighting to purchase

Budget:

A proposed budget for this scope of work is attached.

If you require any additional information about our proposed scope of work, please let me know.

Sincerely,

Leah Kemp, AIA
Director
Fred Carl Jr. Small Town Center
Mississippi State University

Starkville Downtown Lighting

August 15, 2020 - September 30, 2020

Personnel		FTE	Salary/Total	Fringe Rate	Fringe	
	CSTC Director, Leah Kemp	4%	\$ 437.85	37.65%	\$ 164.85	\$ 602.69
	Architect, Fran Pharis	8%	\$ 657.00	37.65%	\$ 247.36	\$ 904.36
	Sub-Total					\$ 1,507
	TOTAL					\$ 1,507
	MSU Facilities & Administrative Costs				27.2%	\$ 410
PROJECT TOTAL						\$ 1,917



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

AGENDA ITEM DEPT.:
AGENDA DATE: 8/18/20
PAGE: 1

SUBJECT: Request authorization to enter into an agreement with PACE Credit Card Processing to be used with the MyGov Software in the Community Development Department.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

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

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Enter into an agreement with PACE Credit Card Processing to be used with the MyGov Software in the Community Development Department.



SUBMITTER MERCHANT
MERCHANT CARD PROCESSING AGREEMENT
(For use by Pace Payment Systems U.S.-based Public clients)

Pace ("Pace," "us," or "our"), for itself and on behalf of Synovus Bank ("Member"), is very excited about the opportunity to provide you with state-of-the-art payment processing services. When your Customers pay you through Pace you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transactions you submit through Pace. You are also required to fill out an Application with Pace. The Application provides Pace with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Pace service as well as this Merchant Card Processing Agreement ("Agreement"). Together, we understand and acknowledge that you have contracted with Pace to obtain Card processing services with the Member on your behalf and that Pace has agreed to be responsible to the Member for your obligations for Transactions and as set forth in this Agreement.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify this Agreement in order to comply with requirements imposed by the Payment Brands. Should that be necessary, we promise to give you at least 30 days written notice of any such changes.

In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions.

- (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
- (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
- (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is accept only debit/check card products or only credit and commercial products). If you accept on-line payment, you must display an appropriate notice to indicate acceptance of the limited acceptance category you have selected.

For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

Upon our receipt of funds from your Transactions, Pace will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and the Member. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.

You must not submit Transactions for payment until the goods are delivered or shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:

- (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
- (2) An authorization/approval code was required and not obtained;
- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Pace. In the event that you do happen to receive Card Information in connection with the processing services provided by Pace under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brand Rules or applicable laws and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

In order to receive funds from Pace, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Pace's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Pace to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Pace to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank:

ABA No:

Account No:

Reference:

6. **Processing; Service Fee Transactions** You and Pace hereby agree that:

All Service Fee Transactions will be processed by Pace; and

All of your Card Transactions will be submitted by Pace on your behalf to the Member under the terms of this Agreement.

7. **Processing Fees**

You agree to pay the processing fees in the amount specified in the Fee Schedule of the Application or as otherwise provided for in this Agreement. We may only increase the processing fees by giving you thirty (30) days advance written notice effective for Transactions submitted on and after the effective date of the increase.

8. **Term; Termination**

The initial term of this Agreement shall be month to month commencing on the earlier of (i) the date the Application is signed and approved by authorized officers of Pace or (ii) the date of the first Transaction (which may be a test Transaction) that is processed for you. This Agreement will continue from month to month unless terminated by either party with at least thirty (30) day's prior notice of its intent not to renew this Agreement.

9. **Definitions**

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Pace pursuant to Payment Brand Rules.

"Service Fee Transaction" is a charge to a customer's Card for the convenience of using the payment channel offered by you and Pace in connection with a Transaction.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is Synovus Bank, or other entity providing sponsorship to Pace as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Pace for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands. You can access the Payment Brand Rules for Visa at <https://usa.visa.com/support/small-business/regulations-fees.html#3> and for MasterCard at <https://www.mastercard.us/en-us/merchants/get-support/merchant-learning-center.html>. The location of this information is subject to change.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Pace from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA

DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended & from time to time.

“**Transaction**” is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Agreed and Accepted by

Merchant Legal Name:

Address (Print or Type)

By (authorized signature)

By: Name, Title

Date

Agreed and Accepted by:
PACE PAYMENT SYSTEMS

Address (Print or Type)

By (Authorized signature)

By: Name, Title (Print or Type)

Government Owned Non-Profit Addendum

(Municipal Utilities, Municipalities, Not-profit, Gov't Agencies)

This Addendum supplements the Merchant Application and/or Agreement executed and submitted by _____ (Legal Name – “Merchant”). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant’s Application to establish a Merchant account with Pace and Synovus Bank, and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

FUNCTION

Function of Merchant
Authorized Purpose of Government Entity?

Authorized Representative

I, the undersigned, certify: • that I am an officer or other authorized representative of the Merchant (“Authorized Representative”) and • that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreement • that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.	By submitting this Addendum, Merchant, through the undersigned Authorized Representative: • represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements • represents and warrants that all information contained within this Addendum is true, complete and not misleading.
Authorized Representative: X _____ Signature Print Name Date	



Application Purpose:

Unit Code:	Unit Name:
MCC	Assoc Chain #

For purposes of this application, "Processor" or "PACE" is Pace Payment Systems, Inc, located at 40 Burton Hills Blvd, Suite 415, Nashville, TN 37215 and can be contacted at (888) 690-7555. Additional information can be found on the Pace website, www.pacepayment.com. "Merchant Bank" or "Member Bank" is Synovus Bank, d/b/a Columbus Bank and Trust Company, located at 1125 First Avenue, Columbus, GA, 31901, (706) 649-4900. Processor is a registered ISO/MSP of Columbus Bank and Trust Company.

BUSINESS INFORMATION							
Merchant's DBA Name Outlet Name (If Different From Legal Name)				Merchant Legal Name (As It Appears On Tax Return)			
DBA Address (No PO Boxes)				Mailing Address (If Different From DBA)			
DBA City State Zip				Mailing City State Zip (If Different From DBA)			
Telephone Number		Customer Service Number		Business Description			
Contact Name				Website			
Email				Fax Number		Federal Tax ID: (as shown on your income tax return)	
Does Your Business Currently Accept Credit Cards?		YES NO		Average Ticket \$		High Ticket \$	
Annual Volume \$		% In Person Online					
Amex Acceptance YES NO		Amex Marketing YES NO		Amex Acceptance <\$1,000,000.00 YES NO			

TYPE OF OWNERSHIP				
State Government Agency	Federal Government Agency	Public Utility	Non-profit	Public School
AUTHORIZED SIGNER				
NAME		TITLE		

Note: Privacy policy including with respect to the collection and use of social security numbers can be found at www.pacepayment.com

BANK INFORMATION				
Name of Financial Institution	Routing Number	Account Number	Type of Account	Use this account for*(Select all that apply)
1*			Checking Savings	Debits Deposits
2**			Checking Savings	Debits Deposits

*If nothing indicated, Financial Institution #1 will be used for all ACH activity. **AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Merchant Bank (defined on page 1) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the account identified above and in the provided voided check (if applicable) relating to the above account (**) for all services contemplated under this Agreement. Said authority is granted to Merchant Bank's Processor and their agents.

3. FEE SCHEDULE: VISA MASTERCARD DISCOVER AMEX PIN DEBIT						
☐ SERVICE FEE						
Transaction Range		Tier 1	Tier 2	Tier 3		
Visa MC Disc Service Fee		Rate 1	Rate 2	Rate 3		
Amex Service Fee		Rate 1	Rate 2	Rate 3		
ACH Payment Service Fee		Rate 1	Rate 2	Rate 3		
☐ ABSORBED FEE SCHEDULE		☐ FLAT RATE		☐ COST PLUS (Pass Interchange, Association and Assessment fees)**		
Visa MC Disc Debit Rate:		Other	PIN Debit Fees	AMEX Qual	AMEX Mid Qual	AMEX Non Qual
Credit Rate:		Transaction Fee*		*Transaction Fee applies to all Authorized Requests on All Card Brands : Visa MC Disc AmEx		
OTHER MONTHLY MISC FEES						
Internet Set Up	Internet Monthly	Gateway Monthly Fee		Gateway Per Item	Monthly Maintenance Fee	
Regulatory Compliance	PCI Insurance	Chargeback Fee		Retrieval Fee	Monthly Minimum	

PASS THROUGH PRICING ADDENDUM - **THIS SECTION ONLY APPLIES IF COST PLUS PRICING IS CHECKED- DOES NOT APPLY WITH SERVICE FEE OR FLAT RATE PRICING

Cross border international transaction assessments/program support, MC network access/brand usage (NABU), MC Acquiring License Fee, MC Account Status Inquiry Services (ASIS), Visa US Acquirer Processing Fee (APF), Visa Zero Floor Limit, Visa Misuse of the Authorization System, Visa Fixed Acquiring Network Fee (FANF), Visa Debit Integrity, Visa Auth & Settlement, Acquirer File Transaction Fee, MC Processing Integrity, I/C Acquirer Fee, Discover Data Usage, American Express Access and Processor fees may apply. Further Visa/MC/AMEX/DISC/Pay Pal mandated fees, including association Kilobyte Fees, may also apply. Batch Close Fee: All batch closing and batch inquiries are considered "transactions" and will be billed at the same rate as Visa/MC/AMEX/DISC/PayPal Trans Fees unless specified. AMEX discount rate is determined by business type. **If applying for Interchange plus, fees quoted are in addition to Processor interchange, fees, dues and assessments. Monthly Minimum Discount: Applies to Discount Rate & captured transaction fees.**Transactions that do not meet Interchange Qualifications are subject up to a 1.00% Surcharge.

Merchant's Signature: X	Name of Authorized Signer (Print)	Title	Date
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MULTIPLE LOCATIONS

Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership with the Merchant named herein (are the same legal entity with the same legal name) and have the same federal tax identification number and same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this application and the Merchant Card Processing Agreement referenced in and included with this application. If the additional locations are not under common ownership or have varying tax identification numbers or authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.

Number of locations?

If you are affiliated with an existing account, please provide existing Merchant ID#:

MEMBER BANK (ACQUIRER) INFORMATION - VISA DISCLOSURE

Synovus Bank - 1125 First Avenue - Columbus, GA 31901 (706)649-4900

Important Member Bank Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal party to the Merchant Card Processing Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on any Visa Rules with which Merchants must comply during the course of operation.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement. Download a copy from Pace's website at: <https://www.pacepayment.com/terms-conditions>
4. Comply with Visa Rules.

The responsibilities listed above do not supersede the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant experience any problems.

MERCHANT SIGNATURES

Agreement Signature: By signing below, each of the Merchant and Guarantor(s) and each individual signing below as an Authorized Signer of Merchant (1) certifies that all information and documents submitted with this Application are true and complete; (2) authorizes Merchant Bank, Processor and their respective agents to verify any of the information given, including credit references, and to obtain business credit reports, including requesting reports from consumer reporting agencies on persons signing below as an Authorized Signer Merchant (if such person asks Merchant Bank or Processor whether or not a consumer report was requested, Merchant Bank or Processor will tell such person, and if Merchant Bank or Processor received a report, Merchant Bank or Processor will give such person the name and address of the agency that furnished it); (3) acknowledges receipt of the Merchant Card Processing Agreement ("Agreement") including the Continuing Guaranty ("Guaranty") contained within the Agreement, and of the CNP Addendum, Special Services Addendum and the Merchant Use and Disclosure of BIN Information Addendum (each, an "Addendum"), that can be reviewed and downloaded from <https://www.pacepayment.com/terms-conditions>, each of which documents is incorporated herein by this reference, and agrees to be bound by and perform in accordance with all provisions, terms and conditions of the Agreement, the Guaranty, and each such Addendum; (4) agrees to be bound by and perform in accordance with all terms, conditions and provisions of any Merchant Card Processing Agreement between any Merchant Affiliate of Merchant and Processor and its agents and Merchant Bank ("Merchant Affiliate Agreement"), regardless of whether such Merchant Affiliate Agreement currently exists or is executed, amended or supplemented at some future date; (5) agrees that Processor and its agents and Merchant Bank may rely upon copies or facsimiles of this Application bearing Merchant's and signatures, or on copies or facsimiles of other documents bearing Merchant's signatures, and that any such copies or facsimiles shall be treated for all purposes as originals of the Application or other document; and (6) certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Without limiting the generality of the foregoing, each individual signing below as an Authorized Signer of Merchant certifies that (i) he/she is identified above, either as tan Authorized Signer of Merchant, and (ii) he/she is authorized to open accounts for Merchant at financial institutions, and (iii) all information provided about the Merchant legal entity is complete and correct, and (iv) to the best of his/her knowledge.

The undersigned acknowledge that Processor (and not Merchant Bank) will settle your American Express, JCB, and Diners transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, and Discover transactions; (b) Merchant's American Express settlement funds will be paid at the same time and in the same manner as Merchant's Visa, MasterCard, and Discover settlement; and (c) Merchant will not have a direct relationship with American Express and the terms set forth in the MPA for American Express transactions will apply. By signing below, Merchant agrees to be bound by the American Express merchant requirements contained in the Operating Guide and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of AMERICAN EXPRESS CARD ACCEPTANCE, and important transactional or relationship communications from AMERICAN EXPRESS. AMERICAN EXPRESS may use the information about MERCHANT obtained in the AGREEMENT at the time of setup to screen and/or monitor MERCHANT in connection with AMERICAN EXPRESS marketing and administrative purposes. MERCHANT agrees it may receive messages from AMERICAN EXPRESS, including important information about AMERICAN EXPRESS products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of MERCHANT. MERCHANT may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. MERCHANT agrees that it may be sent fax communications. MERCHANT may opt-out of receiving future commercial marketing communications from AMERICAN EXPRESS by not checking the "Yes" checkbox on page 1 above, or may opt out at any time by contacting Processor. Note that MERCHANT may continue to receive marketing communications while AMERICAN EXPRESS updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude MERCHANT from receiving important transactional or relationship messages from AMERICAN EXPRESS. TSYS Acquiring Solutions, LLC, 1601 Dodge Street, Omaha, NE 68102, is Merchant's acquirer for American Express, or will convey American Express sales on Merchant's behalf.

IRS Certification: Each individual signing below as an Authorized Signer of Merchant, under penalties of perjury, certifies that (1) the Merchant's taxpayer identification number shown on this form is the Merchant's correct taxpayer identification number; and (2) the Merchant is not subject to backup withholding because (a) the Merchant is exempt from backup withholding, or (b) the Merchant has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Merchant that it is no longer subject to backup withholding; and (3) the Merchant identified is a U.S. citizen or other U.S. person as defined in the IRS Form W-9 instructions. (Certification Instructions: You must cross out and initial item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. IRS Form

W-9 instructions are available from Processor upon request.)

Merchant's Signature: X	Name of Authorized Signer (Print)	Title	Date
Signing for PROCESSOR: (PACE)	Name (Print)	Title	Date
Signing for Member:	Name (Print)	Name of Member: Synovus Bank, DBA Columbus Bank & Trust	Date



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 18, 2020
PAGE: Page 1 of 1

SUBJECT:

Discussion and consideration of calling for two public hearings to amend several sections of the Unified Development Code as part of a comprehensive update.

SUMMARY:

The Unified Development Code was adopted in December of 2019. As the document has been used, staff has identified several sections that need to be amended. These amendments include but are not limited to removing conflicting text, grammatical errors, numbering errors, update to development standards chart, update to use standards chart, clarifying requirements, and modifying requirements. The sections affected by this update include but are not limited to Sections 3, 4, 6, 9, 13, 14, 15, and 18. In addition to the changes, the electronic version of the Unified Development Code will be made more user friendly by adding searchable charts.

There is a total of 2 public hearings proposed for the amendment. The following dates are recommended for the Public Hearings

September 15, 2020- 1st Public Hearing- Board of Aldermen

October 6, 2020- 2nd Public Hearing and Consideration- Board of Aldermen

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 to call for two public hearings for amending the Unified Development Code.



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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 08.18.20
PAGE: 1

SUBJECT: Consideration of authorizing the Mayor to approve the transportation related services IPO with Kimley Horn in accordance with the general services agreement.

AMOUNT & SOURCE OF FUNDING

Funding for these services will be paid out of Account 001-197-600-308 Engineering Services

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

The Board previously approved the broad general services agreement with Kimley Horn on 8/3. This agreement will entail the proposal of them providing as needed transportation related services at an amount to be capped at \$1000 per work order and an amount not to exceed \$5000 per calendar year for these services.

SUGGESTED MOTION: Move for approval authorizing the Mayor to approve the transportation related services IPO with Kimley Horn in accordance with the general services agreement.



August 12, 2020

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

Re: Transportation As-Needed Services – Master Services Agreement

Dear: Mayor Spruill:

Kimley-Horn and Associates, Inc. is pleased to submit the attached agreement to the City of Starkville for providing as-needed transportation related services. The services to be provided under this agreement are anticipated (but not limited) to include tasks such as traffic impact analyses (TIA), TIA review, traffic data collection and counts, signal timing evaluation and adjustments, roadway restriping concepts, bike and pedestrian facility analysis and recommendations and other transportation related services.

Each task will be scoped within an Individual Purchase Order (IPO) describing the agreed upon services to be performed and will be supplied with a not-to-exceed amount for the task. Tasks can only be engaged in through written authorization from City Engineer, Edward Kemp.

Attached is the Master Services Agreement outlining the general terms and conditions of this agreement. All services will be performed in accordance with the terms of the attached agreement. We look forward to continuing working with the City to better move people around Starkville. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Clark Bailey".

Clark Bailey, P.E., PTOE

INDIVIDUAL PROJECT ORDER NUMBER 1.0

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Starkville (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project: Transportation Related Consulting Services

Specific scope of basic Services:

Services to be provided under this IPO will include consulting assistance to the CLIENT related to transportation engineering and planning needs. Examples of tasks under this IPO include but are not limited to:

- traffic impact analyses (TIAs)
- TIA review
- traffic data collection and counts
- traffic signal timing evaluations and adjustments
- roadway restriping concepts
- bike and pedestrian facility analysis and recommendations

Upon request from the Client for a task, a sub IPO will be submitted defining the specific task and not-to-exceed budget.

Schedule: The schedule for each subtask will be defined individually. It is anticipated that the tasks under this IPO will be preformed in a short time frame of 4 weeks or less from authorization

Deliverables: The deliverables for each subtask will vary based on the task and will be defined individually in each sub IPO submitted for authorization.

Terms of compensation: The compensation for each subtask will be invoiced on an hourly basis according to the attached rate sheet and the terms set forth in the Master Agreement. Individual tasks will be limited to a maximum of \$1,000 and all tasks will not exceed a total of \$5,000 in a one-year period without further authorization

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$100 - \$130
Professional	\$140 - \$175
Senior Professional I	\$175 - \$245
Senior Professional II	\$235 - \$275
Senior Technical Support	\$105 - \$160
Support Staff	\$80 - \$100
Technical Support	\$90 - \$110

Effective through June 30, 2020

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 08/18/2020
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 August 12, 2020 is \$2,591,096.05
Of which the claims amount for Starkville Utilities is \$1,720,012.38

**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 August 12, 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 8/7/2020 - 8/12/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-000-053-206	82.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-000-054-205	66.00
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-000-053-206	1,376.80
STARKVILLE DAILY NEWS	INV0032429	08/06/2020	ADVERTISING - CDBG PUBLIC HEARING 06.07.20	001-000-053-206	198.75
Outstanding Total:					1,724.05
Paid					
JASMINE BUCKHALTER	1365339	07/30/2020	REST. FROM J. WILSON	001-000-149-691	464.32
KRISTEN RICE	1365339-1	07/30/2020	REST. FROM J. WILSON	001-000-149-691	100.00
Paid Total:					564.32
Department 000 - UNDESIGNATED Total:					2,288.37
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	187.99
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-100-604-330	77.34
MML*MS MUNICIPAL LEAGUE	31631	08/04/2020	CMO CLASS/LITTLE - "LAST YEAR IN OFFICE" CLASS	001-100-610-350	25.00
Outstanding Total:					290.33
Department 100 - BOARD OF ALDERMEN Total:					290.33
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
LEXISNEXIS	3092748874	07/31/2020	SERVICES FOR JULY 2020	001-110-600-300	321.00
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-110-604-330	77.34
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-110-620-370	237.68
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,302.25
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-376	135.50
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-377	902.25
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-378	704.50
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-382	19,217.41
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-385	2,190.50
MS DEPT OF PUBLIC SAFETY	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-386	2,896.84
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-387	6,665.00
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-389	110.00
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-393	350.00

Expense Approval Report

Post Dates: 8/7/2020 - 8/12/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-395	52.00
MS DEPT OF PUBLIC SAFETY	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-396	1,500.00
MS DEPT OF PUBLIC SAFETY	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-397	110.00
STATE TREASURER	07.2020	08/05/2020	JULY 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-398	6,317.50

Outstanding Total: 43,117.89

Department 110 - MUNICIPAL COURT Total: 43,117.89

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-111-604-330	139.70
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Outstanding Total: 139.70

Department 111 - YOUTH COURT Total: 139.70

Department: 120 - MAYORS OFFICE

Outstanding

SLAUGHTER & ASSOCIATES, PLLC	07.20.20	07/20/2020	ANNEXATION	001-120-600-300	15,121.24
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-120-604-330	87.56
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-120-604-330	77.34
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-0820	08/01/2020	JULY 2020 CONSULTING SERVICES	001-120-600-300	3,333.33

Outstanding Total: 18,647.59

Department 120 - MAYORS OFFICE Total: 18,647.59

Department: 123 - IT

Outstanding

WAUKAWAY DISTRIBUTORS, INC	60301	07/20/2020	4 FIVE GALLON BOTTLES OF WATER- IT DEPT.	001-123-691-550	32.80
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	191.97
GOVERNMENT LEASING COMPANY	23104-13	07/27/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0032422	07/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-123-604-330	87.56
BLUIP, INC.	102982	08/01/2020	AUGUST 2020 SERVICES	001-123-604-330	1,520.66
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-123-604-330	77.34
WAUKAWAY DISTRIBUTORS, INC	CLR0820-48	08/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-123-620-370	461.00
GOVERNMENT LEASING, LLC	23851-7	08/05/2020	LEASE #23851/ 5 SAFECITY CAMERAS	001-123-918-806	667.00

Outstanding Total: 4,669.45

Department 123 - IT Total: 4,669.45

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.08
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12

Expense Approval Report

Post Dates: 8/7/2020 - 8/12/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-145-604-330	43.78
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-145-604-330	77.34
PETTY CASH VOUCHERS	08.03.20	08/03/2020	PENS, POST ITS, JANITORIAL SUPPLIES	001-145-501-200	9.36
Outstanding Total:					205.68
Department 145 - OTHER ADMINISTRATIVE Total:					205.68
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1082521	07/27/2020	BOND FOR RODNEY LINCOLN	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	INV0032426	08/06/2020	ADVERTISING- BIDS-STREET OVERLAY 06.19 & 06.23	001-169-615-342	112.54
STARKVILLE DAILY NEWS	INV0032427	08/06/2020	ADVERTISING-P&Z COMM VACANCY-6 ADS	001-169-615-342	636.00
Outstanding Total:					748.54
Department 169 - LEGAL Total:					748.54
Department: 180 - HUMAN RESOURCES					
Outstanding					
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.38
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
FEDEX	7-085-45549	08/05/2020	SHIPPING CHARGES	001-180-604-330	32.20
Outstanding Total:					111.70
Department 180 - HUMAN RESOURCES Total:					111.70
Department: 190 - CITY PLANNER					
Outstanding					
CADENCE /ELAN VISA	8415858	07/16/2020	TRIMBLE, INC./ SKETCH UP ANNUAL SUBSCRIPTION	001-190-918-807	319.93
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.78
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-190-525-231	16.50
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
JEFFREY ROSENBERG	1	08/01/2020	RECONNAISSANCE SURVEY FOR CITY OF STARKVILLE	001-190-607-605	15,000.00
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-190-604-330	77.33
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-190-620-370	475.36
ECOGRAFX	23532	08/04/2020	RENEWAL OF F/X CAD SOFTWARE	001-190-918-807	900.00
STARKVILLE DAILY NEWS	INV0032428	08/06/2020	ADVERTISING-MORELAND PH, SCHRICKEL PH, VARIOUS PHS	001-190-604-330	186.12
CADENCE /ELAN VISA	4755397	08/07/2020	PSPRINT.COM/VARIANCE SIGNS	001-190-501-200	115.03
Outstanding Total:					17,205.17
Department 190 - CITY PLANNER Total:					17,205.17
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
NEWELL PAPER COMPANY	3108362	07/16/2020	DISINFECTANT SPRAY -CASE	001-192-535-233	65.89
QUILL CORPORATION	8906818	07/23/2020	FOREHEAD THERMOMETER	001-192-535-233	30.20
QUILL CORPORATION	8983755	07/27/2020	SANITIZING WIPES	001-192-535-233	30.96
CINTAS	4057027110	07/28/2020	SANITIZING STANDS	001-192-535-233	33.78

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CINTAS	4057027199	07/28/2020	CITY HALL 07.28.20	001-192-510-220	14.52
POLLAN & ASSOC. PA	2020578	07/29/2020	DISINFECTANT SPRAY AND FACE MASKS	001-192-535-233	811.66
CADENCE /ELAN VISA	2126757TCF	07/29/2020	FACE MASKS	001-192-535-233	219.87
QUILL CORPORATION	9077322	07/29/2020	FACE MASKS	001-192-535-233	203.96
FERGUSON ENTERPRISES, INC	0750462	07/30/2020	ICE MAKER VALVE	001-192-630-403	22.20
QUILL CORPORATION	9071358	07/30/2020	FACE MASKS	001-192-535-233	23.96
NEWELL PAPER COMPANY	3109955	07/31/2020	DISINFECTANT, GLOVES, WASP SPRAY, GLASS CLEANER	001-192-535-233	193.61
DOCUSIGN, INC.	INV19984908	07/31/2020	E-SIGNATURE SOFTWARE	001-192-535-233	2,763.25
JAN-PRO OF MS	858815	08/01/2020	AUGUST 2020 JANITORIAL	001-192-600-338	1,619.00
PETTY CASH VOUCHERS	08.03.20	08/03/2020	SVCS-CITY HALL PENS, POST ITS, JANITORIAL SUPPLIES	001-192-510-220	11.56
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-192-620-370	540.00
MCC - MEMPHIS COMMUNICATIONS CORP.	252902	08/03/2020	INK FOR POSTAGE METER	001-192-510-220	203.97
CINTAS	4057706977	08/04/2020	SANITIZING STANDS	001-192-535-233	33.78
CINTAS	4057707112	08/04/2020	CITY HALL 08.04.20	001-192-510-220	14.52
BANCORPSOUTH EQUIPMENT FINANCE	09.01.20	08/10/2020	LOAN#7334-70314- 017/NISSAN KICKS	001-192-820-874	785.70
BANCORPSOUTH EQUIPMENT FINANCE	09.01.20	08/10/2020	LOAN#7334-70314- 017/NISSAN KICKS	001-192-830-873	110.80
CITY GLASS CO	38858	08/10/2020	SHIELD GLASS BARRIER	001-192-535-233	550.00
JONATHAN HEADLEY	INV0032418	08/10/2020	REIMBURSE FACE MASK PURCHASE/HONOR GUARD	001-192-535-233	14.97
Outstanding Total:					8,298.16
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					8,298.16

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	126	08/04/2020	JULY 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	126	08/04/2020	JULY 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	126	08/04/2020	JULY 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

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-197-525-231	5.50
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-197-620-370	197.50
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-197-525-231	29.53
MARK E. SHAW	3	08/07/2020	CONTRACT LABOR 7/27/20- 8/07/20	001-197-600-308	795.00
TRUSTMARK NATIONAL BANK	08.27.20	08/11/2020	#93894/2 TACOMAS	001-197-820-874	431.29
TRUSTMARK NATIONAL BANK	08.27.20	08/11/2020	#93894/2 TACOMAS	001-197-830-873	5.66
Outstanding Total:					1,602.31
Department 197 - ENGINEERING Total:					1,602.31

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
STARKVILLE FAMILY PRACTICE	SFP119947X135872	05/27/2020	MEDICAL BILL FOR C. SHUMAKER	001-201-541-240	185.00
STARKVILLE FAMILY PRACTICE	SFP120213X136120	06/12/2020	MEDICAL BILL FOR L. STALLINGS	001-201-541-240	145.00
DANNY MCCLUSKEY TOWING	2528	07/03/2020	TOW JETTA TO IMPOUND LOT	001-201-600-300	65.00
DANNY MCCLUSKEY TOWING	2530	07/07/2020	TOW #7321 TO TRI-STARR	001-201-600-300	55.00
DANNY MCCLUSKEY TOWING	2532	07/07/2020	TOW #7325 TO TRI-STAR	001-201-600-300	55.00
CADENCE /ELAN VISA	83339	07/13/2020	CANDLEWOOD SUITES/HANO/HANO/MOTORCYCLE CLASS	001-201-690-552	379.50
WALMART -GENERAL CITY	00229	07/14/2020	HANGERS, TRAVEL KITS, MEN'S BRIEFS/ROOKIE ACADE	001-201-556-251	99.23
WALMART -GENERAL CITY	00245	07/14/2020	HANGERS, MENS BRIEFS, KW APPLICATOR	001-201-556-251	27.07
ARMY NAVY PAWN SHOP	071420A	07/14/2020	18 PAIR TACTICAL PANTS/ROOKIE TRAINING	001-201-535-233	756.00
DIGITAL-ALLY	1113407	07/16/2020	IF BOX WITH VSS, 32GB FLASH CARD	001-201-556-251	660.00
DIGITAL-ALLY	1113439	07/17/2020	KIT, 32GB USD CARD AND ADAPTER	001-201-556-251	330.00
INTOXIMETERS	660176	07/17/2020	1000 INTOXILIZOR PBT STRAW	001-201-556-251	266.50
DIGITAL-ALLY	1113475	07/21/2020	USD CARD & ADAPTER, WIRELESS MIC, CABLE	001-201-556-251	745.00
POLLAN & ASSOC. PA	2020519	07/22/2020	UNIFORMS FOR OFFICERS GOING TO ACADEMY	001-201-535-233	731.38
INTOXIMETERS	660431	07/22/2020	AS FST 3S STD BRAC-2	001-201-556-251	952.50
SHEPS CLEANERS-POLICE ACCOUNT	9822	07/22/2020	ALTERATIONS ON 2 PR TROUSERS	001-201-535-233	28.00
MODERN MARKETING, INC.	MMI138244	07/22/2020	DRUG TESTING KITS	001-201-556-251	659.60
R&M TIRES	1127375	07/23/2020	S-20 BRAKE PADS AND LABOR	001-201-630-360	125.00
R&M TIRES	1127376	07/23/2020	S-22 ALIGNMENT	001-201-630-360	65.00
R&M TIRES	1127385	07/23/2020	S-46 4 TIRES, BALANCE, ALIGNMENT, COIL	001-201-630-360	618.42
GULF STATES DISTRIBUTORS, INC.	1347286	07/23/2020	BEAN BAG ROUNDS	001-201-545-238	275.00
BOB'S MOBILE RADIO	316034	07/23/2020	RADIO/CAMERA MAINTENANCE AND REPAIRS	001-201-630-400	600.00
MONTAGUE CORP	94611	07/23/2020	7 POLICE BICYCLES	001-201-730-543	4,843.30
TRI-STARR MUFFLER & BRAKE	293893	07/24/2020	S-94 WATER PUMP, BELT, COOLANT, LABOR	001-201-630-360	230.01
BOB'S MOBILE RADIO	316044	07/24/2020	BELT LOOP, SPEAKER/MICROPHONE, CHARGER, BATTERY	001-201-630-400	2,515.00
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	1,910.29
LOWE'S-POLICE	906425	07/26/2020	HORNET SPRAY AND CLEANER FOR RANGE	001-201-545-238	68.24
WALMART -GENERAL CITY	01421	07/27/2020	RETURN ITEMS FOR ROOKIE ACADEMY	001-201-556-251	-21.13
WALMART -GENERAL CITY	01422	07/27/2020	RETURN SUPPLIES FOR ROOKIE ACADEMY	001-201-556-251	-25.81
R&M TIRES	1127445	07/27/2020	S-53 OIL AND FILTER CHANGE	001-201-630-360	52.50
WATERMARK PRINTERS LLC	13427	07/27/2020	250 ORANGE WARNING LABEL STICKERS	001-201-556-251	457.00
FIRST RESPONSE FIRE- MIKE COLLINS	2777	07/27/2020	20 NEW FIRE EXTINGUISHERS	001-201-556-251	440.00
NEWELL PAPER COMPANY	3109646	07/27/2020	COPY PAPER, TISSUE, TOWELS	001-201-501-200	38.50
NEWELL PAPER COMPANY	3109646	07/27/2020	COPY PAPER, TISSUE, TOWELS	001-201-555-208	84.29
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-201-525-231	82.50
MID-SOUTH UNIFORM & SUPPLY, INC	607285	07/27/2020	PANTS, GLOVES, BIKE SHIRT	001-201-535-233	472.07

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S-POLICE	910425	07/27/2020	PAINT FOR FIRING RANGE	001-201-545-238	98.68
W. MARK DONALD, DMD	INV0032431	07/27/2020	CHART NUMBER SH0239 C. SHUMAKER	001-201-541-240	271.00
R&M TIRES	1127461	07/28/2020	S-10 OIL AND FILTER CHANGE	001-201-630-360	52.50
PARKER-MCGILL	120100	07/28/2020	OIL, FILTER, FLUID CHANGE, TAG BRACKET	001-201-630-360	132.83
VILLAGE ANIMAL HOSPITAL, PLLC	222649	07/28/2020	VETERINARY CARE-PYRANTEL/ BLUE	001-201-600-300	20.00
VILLAGE ANIMAL HOSPITAL, PLLC	223193	07/28/2020	VETERINARY CARE-ADMIN FLUIDS & XRAY HAWK	001-201-600-300	80.00
HARLEY-DAVIDSON OF CENTRAL MS	39385	07/28/2020	S-39 MOTORCYCLE-SERVICE/REPLACE PARTS	001-201-630-360	1,713.77
HARLEY-DAVIDSON OF CENTRAL MS	39386	07/28/2020	S-63 MOTORCYCLE-SERVICE/REPLACE PARTS	001-201-630-360	1,961.84
DANNY MCCLUSKEY TOWING	2560	07/29/2020	TOW FORD F150 TO IMPOUND LOT	001-201-600-300	85.00
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-201-604-330	131.32
R&M TIRES	1127504	07/30/2020	S-60 4 NEW TIRES, OIL CHANGE, ALIGN, BALANCE	001-201-630-360	649.34
TRI-STARR MUFFLER & BRAKE	231320	07/30/2020	S-30 ADJUST SHIFTER CABLE, BRAKE PADS	001-201-630-360	346.20
NEWELL PAPER COMPANY	3109663	07/30/2020	CASE OF BLACK LINERS	001-201-555-208	28.24
IVY AUTO PARTS, LLC.	644490	07/30/2020	BATTERY	001-201-630-360	137.66
STARKVILLE COUNSELING ASSOCIATES	INV0032425	07/30/2020	COUNSELING SESSIONS/FEB. 2020	001-201-600-300	60.00
STARKVILLE GLASS & PAINT	29398	07/31/2020	REPLACE DOOR GLASS ON VIN#8065	001-201-630-360	175.00
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-201-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,052.35
OKTIBBEHA COUNTY SHERIFF'S OFFICE	08.03.20	08/03/2020	FEEDING INMATES JULY 2020	001-201-541-237	10,950.00
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-201-620-370	8,182.56
LAIRD CLINIC -POLICE ACCOUNT	975938	08/03/2020	PHYSICAL EXAM L. MOULTRIE	001-201-600-319	115.00
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-201-525-231	1,956.14
IVY AUTO PARTS, LLC.	644715	08/04/2020	BATTERY	001-201-630-360	122.66
UPS STORE 3702	7161	08/04/2020	POSTAGE	001-201-604-330	12.33
JONATHAN HEADLEY	INV0032419	08/10/2020	REIMB HONOR GUARD CLEANING EXPENSE	001-201-535-233	22.00
FUELMAN / FLEETCOR	NP58673634	08/10/2020	FUEL REPORT 08/03/20 - 8/09/20	001-201-525-231	1,819.50
WYMAN LEDLOW	INV0032432	08/12/2020	REIMB MEALS FOR MOTORCYCLE CLASS	001-201-690-552	108.75
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032433	08/12/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	304.48
Outstanding Total:					49,713.77
Paid					
STATE TAX COMMISSION	INV0032417	08/03/2020	TAGS FOR POLICE CARS-VIN #S 6637,8602,5089	001-201-691-550	48.00
Paid Total:					48.00
Department 201 - POLICE DEPARTMENT Total:					49,761.77
Department: 261 - FIRE DEPARTMENT					
Outstanding					
STRYKER SALES CORPORATIO	3085794M	07/17/2020	AED BATTERY	001-261-555-250	367.60
MAXXSOUTH BROADBAND	INV0032423	07/21/2020	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-625-380	152.44

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0032424	07/21/2020	ACCT #8282 41 101 0005495 FIRE STATION #2	001-261-625-380	88.95
MID-SOUTH UNIFORM & SUPPLY, INC	607171	07/23/2020	POLO SHIRT FOR CHIEF YARBROUGH	001-261-535-233	59.99
EAST MISSISSIPPI LUMBER CO	A71689	07/24/2020	500' CABLE, WIRE ROPR CP	001-261-555-250	8.77
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	239.39
O'REILLY AUTO PARTS	0997-148611	07/27/2020	AT TRANS CABLE	001-261-630-360	60.67
STARKVILLE AUTO PARTS	135615	07/27/2020	CONVENTIONAL GREEN ANTIFREEZE	001-261-630-360	89.94
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-261-525-231	33.00
ATMOS ENERGY	INV0032434	07/27/2020	# 3018177204 /FIRESTATION	001-261-625-380	60.58
WALMART -GENERAL CITY	09095	07/28/2020	AIR FRESHNERS	001-261-555-208	37.38
O'REILLY AUTO PARTS	0997-148770	07/28/2020	SHIFTER CABLE	001-261-630-360	0.85
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-261-604-330	547.72
GATEWAY TIRE & SERVICE CENTER	1018-129147	07/30/2020	E-4 TWO NEW TIRES AND MOUNTS	001-261-630-360	90.00
LOWE'S-FIRE	902040	07/30/2020	CAULK GUN, CAULK	001-261-555-250	26.07
ARMY NAVY PAWN SHOP	073120A	07/31/2020	GLOCK 17G5, WINCHESTER 12GA 7.5, 00 BUCK	001-261-918-805	447.00
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-261-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
SECURITY SOLUTIONS	414	08/01/2020	ANNUAL MONITORING FEE FOR STATION #5	001-261-604-330	540.00
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-261-620-370	6,075.50
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-261-525-231	442.64
FUELMAN / FLEETCOR	NP58673634	08/10/2020	FUEL REPORT 08/03/20 - 8/09/20	001-261-525-231	276.24
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032433	08/12/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	448.31

Outstanding Total: 10,494.17

Department 261 - FIRE DEPARTMENT Total: 10,494.17

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	102.76
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-281-525-231	11.00
MAXXSOUTH BROADBAND	INV0032420	07/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
WALMART -GENERAL CITY	01994	07/29/2020	FILE FOLDERS, MAILERS	001-281-501-200	43.52
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	145.71
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-281-620-370	640.20
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-281-525-231	16.96
FUELMAN / FLEETCOR	NP58673634	08/10/2020	FUEL REPORT 08/03/20 - 8/09/20	001-281-525-231	48.93
TRUSTMARK NATIONAL BANK	08.27.20	08/11/2020	#93894/2 TACOMAS	001-281-820-874	431.30
TRUSTMARK NATIONAL BANK	08.27.20	08/11/2020	#93894/2 TACOMAS	001-281-830-873	5.65

Outstanding Total: 1,551.47

Department 281 - BUILDING/CODES OFFICE Total: 1,551.47

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032433	08/12/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	76.29
STARKVILLE UTILITIES	INV0032435	08/12/2020	UTILITY BILLS BY DEPT	001-290-625-380	27.71
Outstanding Total:					104.00
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					104.00
Department: 301 - STREET DEPARTMENT					
Outstanding					
BERGKAMP INC.	40816	12/11/2019	CAPACITORS FOR ASPHALT TRUCKS	001-301-630-360	371.02
CINTAS FIRST AID & SAFETY	5017888720	06/25/2020	RESTOCK FIRST AID CABINET	001-301-555-250	142.40
NUNLEY TRUCKING CO., INC.	29520	07/06/2020	45.85 TONS OF CR	001-301-560-270	1,600.17
ENNIS-FLINT, INC.	248095	07/20/2020	THERMO-PLAST	001-301-560-270	970.80
POWERSTROKE EQUIPMENT SALES & SVC	4789	07/21/2020	REPAIRED PLATE PACKER	001-301-630-400	110.97
UNITED RENTALS (NORTH AMERICA), INC.	184115967	07/22/2020	4 BLADES	001-301-560-270	459.96
EAST MISSISSIPPI LUMBER CO	A71528	07/22/2020	3 GAL HEAVY DUTY SPRAYER	001-301-555-250	50.34
SHERWIN WILLIAMS CO.	0491-0	07/23/2020	HIGHWAY YELLOW PAINT	001-301-565-272	154.68
EAST MISSISSIPPI LUMBER CO	D67018	07/23/2020	3 GAL POLY SPRAYER	001-301-555-250	26.12
CANNON FORD LINCOLN	200115	07/24/2020	SENSOR ASSY	001-301-630-360	46.54
CANNON FORD LINCOLN	200137	07/24/2020	SPOSENSOR AS1	001-301-630-360	67.12
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.38
APAC-MISSISSIPPI, INC	4000098626	07/25/2020	5.96 TONS ASPHALT	001-301-560-270	438.06
APAC-MISSISSIPPI, INC	4000098724	07/25/2020	6.11 TONS ASPHALT	001-301-560-270	449.09
APAC-MISSISSIPPI, INC	4000098757	07/25/2020	5.89 TONS ASPHALT	001-301-560-270	432.92
GATEWAY TIRE & SERVICE CENTER	1018-128901	07/27/2020	TRUCK #70- NEW TIRE, SVC CALL, MOUNT	001-301-630-360	382.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-301-525-231	44.00
STARKVILLE AUTO PARTS	135669	07/28/2020	BRAKE ROTOR, LUBE, OIL	001-301-630-360	383.97
UNITED RENTALS (NORTH AMERICA), INC.	184295370	07/28/2020	CONCRETE PLANER RENTAL	001-301-560-270	239.06
CINTAS	4057027224	07/28/2020	STREET DEPT. 07.28.20	001-301-555-250	39.88
SULLIVAN'S OFFICE SUPPLY, INC.	56468	07/28/2020	HIGHLIGHTERS, PENS, PUSH PENS, POST ITS	001-301-555-250	42.88
MMC MATERIALS, INC.	664292	07/28/2020	2 CY CONCRETE	001-301-560-270	240.00
EAST MISSISSIPPI LUMBER CO	A71852	07/28/2020	2 GAL SPRAYER, CLAMPS	001-301-555-250	42.21
CINTAS FIRST AID & SAFETY	5022672599	07/29/2020	LENS/SCREEN WIPES BOX OF 100 + SERVICE CHARGE	001-301-555-250	36.81
OKTIBBEHA COUNTY COOPERATIVE	588997	07/29/2020	PINE STRAW BALES, RAKE, FESCUE SEED	001-301-560-270	179.63
PAUL'S WELDING	0513	07/30/2020	REPAIR TRAILER	001-301-630-400	125.00
STARKVILLE AUTO PARTS	135725	07/30/2020	GEAR OIL	001-301-630-360	39.98
STARKVILLE AUTO PARTS	135730	07/30/2020	HYD HOSE, COUPLING, FITTING, ADAPTER	001-301-630-360	80.80
STARKVILLE AUTO PARTS	135751	07/30/2020	STARTING FLUID, BRAKE CLEANER	001-301-630-360	16.56
UNITED RENTALS (NORTH AMERICA), INC.	184389803	07/30/2020	GENERATOR RENTAL	001-301-555-250	88.41
POWERSTROKE EQUIPMENT SALES & SVC	4829	07/30/2020	REPAIRS TO TS 700	001-301-630-400	170.97
FASTENAL COMPANY	MSSTA93475	07/30/2020	SLEDGE HAMMER, CHALK BOX, CHALK	001-301-555-250	177.03
STARKVILLE AUTO PARTS	135792	07/31/2020	BRAKE PADS, REFRIGERANT	001-301-630-360	64.95
CONSOLIDATED PIPE AND SUPPLY	3102921	07/31/2020	5 GAL PLUG HYD CEMENT BL	001-301-560-270	540.00
NEWELL PAPER COMPANY	3109955	07/31/2020	DISINFECTANT, GLOVES, WASP SPRAY, GLASS CLEANER	001-301-555-250	141.70

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
POWERSTROKE EQUIPMENT SALES & SVC	4831	07/31/2020	PULL ROPE	001-301-630-400	10.00
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
APAC-MISSISSIPPI, INC	4000098825	08/01/2020	4.963 TONS ASPHALT	001-301-560-270	362.36
APAC-MISSISSIPPI, INC	4000098970	08/01/2020	5.97 TONS ASPHALT	001-301-560-270	438.80
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-301-620-370	1,876.80
BELL BUILDING SUPPLY, INC.	294745	08/03/2020	2 GAL COOLER	001-301-555-250	16.99
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-301-525-231	384.78
STARKVILLE AUTO PARTS	135896	08/04/2020	SWITCH, STABILIZER, CLEAN	001-301-630-360	45.82
BELL BUILDING SUPPLY, INC.	294961	08/04/2020	SOCKETS, SCREWDRIVER, SELF DRILL, WASHERS, RECI	001-301-555-250	137.50
CINTAS	4057707152	08/04/2020	STREET DEPT. 08.04.20	001-301-555-250	78.36
SHERWIN WILLIAMS CO.	1290-5	08/06/2020	HIGHWAY YELLOW PAINT	001-301-565-272	77.34
POWERSTROKE EQUIPMENT SALES & SVC	4873	08/10/2020	CHAIN OIL, WRENCH, BAR, CHAIN	001-301-630-400	90.95
RACKLEY OIL INC.	536043	08/10/2020	BLUE DEF EXHAUST FL	001-301-525-231	57.00
FUELMAN / FLEETCOR	NP58673634	08/10/2020	FUEL REPORT 08/03/20 - 8/09/20	001-301-525-231	454.81
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032433	08/12/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	8,162.87
STARKVILLE UTILITIES	INV0032435	08/12/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0032435	08/12/2020	UTILITY BILLS BY DEPT	001-301-625-380	145.13

Outstanding Total: 21,158.26

Department 301 - STREET DEPARTMENT Total: 21,158.26

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-360-525-231	5.50
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	001-360-604-330	77.33
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-360-620-370	220.00
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-360-525-231	30.21

Outstanding Total: 368.54

Department 360 - ANIMAL CONTROL Total: 368.54

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

RACKLEY OIL INC.	120002	06/02/2020	GAS, DIESEL, ANTIFREEZE	001-550-525-231	150.31
RACKLEY OIL INC.	120004	06/11/2020	GAS, DIESEL FOR MOWERS	001-550-525-231	156.78
RACKLEY OIL INC.	120012	06/19/2020	FUEL TREATMENT, DIESEL AND GAS FOR MOWERS	001-550-525-231	153.18
RACKLEY OIL INC.	120009	06/29/2020	GAS FOR MOWERS	001-550-525-231	42.93
RACKLEY OIL INC.	120010	07/06/2020	FUEL TREATMENT, GAS FOR MOWERS	001-550-525-231	136.53
RACKLEY OIL INC.	122601	07/14/2020	GAS AND DIESEL FOR MOWER	001-550-525-231	108.34
VERIZON-PARKS	9858942504	07/18/2020	PARKS ACCT#442043719-00001	001-550-600-330	402.01
BFC SOLUTIONS, LLC	OTR1941718	07/20/2020	QTRLY AIR FILTER CLEANING SERVICE	001-550-630-426	300.00
RACKLEY OIL INC.	122603	07/22/2020	FUEL TREATMENT, GAS AND DIESEL FOR MOWERS	001-550-525-231	124.41
TERRY SVC., INC	72842	07/22/2020	QUARTERLY MAINT AGREEMENT -PARKS	001-550-630-426	1,248.00
RICE EQUIPMENT COMPANY	10318	07/23/2020	3 METAL STANCHION FOR BASEBALL BASES	001-550-512-200	38.76

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3109019	07/23/2020	BROWN TOWELS	001-550-501-208	39.75
OKTIBBEHA COUNTY COOPERATIVE	587457	07/23/2020	20 BAGS MARKING LINE	001-550-512-200	139.00
LOWE'S- PARKS	910729.	07/23/2020	GREEN PAINT FOR BASEBALL FIELD LINES	001-550-512-200	22.72
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	001-550-525-231	22.00
GATEWAY TIRE & SERVICE CENTER	1018-128984	07/28/2020	MOUNT AND BALANCE TIRE/BAKER	001-550-690-360	17.80
CINTAS-PARKS	4057196662	07/29/2020	WEEKLY MAT CLEANING	001-550-501-208	37.83
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	001-550-600-330	43.78
RACKLEY OIL INC.	122606	07/30/2020	GAS AND DIESEL FOR MOWER	001-550-525-231	34.12
AMAZON CAPITAL SERVICES, INC.	1NNN-TRHC-1-J1L	07/30/2020	DRY ERASE WHITE BOARD	001-550-501-200	79.58
OKTIBBEHA COUNTY COOPERATIVE	589578	07/31/2020	6 CANS WASP SPRAY	001-550-501-208	19.74
PIONEER MANUFACTURING CO.	INV761000	07/31/2020	30 CASES OF FIELD PAINT	001-550-512-200	1,638.00
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
POWERSTROKE EQUIPMENT SALES & SVC	4837	08/01/2020	REPAIR EXMARK #7	001-550-600-370	335.94
LOWE'S- PARKS	910414	08/01/2020	SWIFFER DUSTER, DAWN	001-550-501-208	43.62
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	001-550-600-360	926.08
FUELMAN / FLEETCOR	NP58637570	08/03/2020	FUEL REPORT 07/27/20 - 8/02/20	001-550-525-231	47.29
LOWE'S- PARKS	916832	08/04/2020	REFUND TAX ON INV#910414	001-550-501-208	-2.85
WAUKAWAY DISTRIBUTORS, INC	60811	08/06/2020	4 FIVE GALLON BOTTLES OF WATER - PARKS	001-550-501-200	32.80
PITNEY GLOBAL-LEASE	3311752488	08/07/2020	ACCT#0012564714 PARKS LEASE	001-550-501-200	281.07
FUELMAN / FLEETCOR	NP58673634	08/10/2020	FUEL REPORT 08/03/20 - 8/09/20	001-550-525-231	70.11
STARKVILLE UTILITIES	INV0032435	08/12/2020	UTILITY BILLS BY DEPT	001-550-600-340	7,534.58
Outstanding Total:					14,321.35
Department 550 - PARKS AND REC DEPARTMENT Total:					14,321.35
Fund 001 - GENERAL FUND Total:					198,459.45

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

RACKLEY OIL INC.	534083	07/10/2020	AVIATION OIL	015-505-525-231	131.70
RACKLEY OIL INC.	534085	07/10/2020	AEROSHELL OIL	015-505-525-231	89.00
RACKLEY OIL INC.	121411	07/15/2020	OFFROAD DIESEL, FUEL CONDITIONER	015-505-525-231	427.80
STEPHEN BASTOW	4825	07/16/2020	REMOVE WET FLOORING, MOLD TREATMENT, SOUTH HANGAR	015-505-501-198	2,100.00
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.08
NEWELL PAPER COMPANY	3109250	07/27/2020	TISSUE AND TOWELS	015-505-541-237	77.40
MAXXSOUTH BROADBAND	INV0032421	07/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	015-505-604-330	151.91
TITAN AVIATION FUELS	3317515	07/31/2020	8348.00 AVGAS 100LL	015-505-525-232	23,734.69
RACKLEY OIL INC.	535435	07/31/2020	GAS	015-505-525-231	117.42
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	015-505-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TITAN AVIATION FUELS	R3316994	08/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
REYNOLDS/RENASANT INSURANCE AGENCY	1083619	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	015-505-620-370	1,027.52
U.S. POSTAL SERVICE	INV0032430	08/11/2020	ANNUAL POST OFFICE BOX RENTAL	015-505-600-338	254.00

Outstanding Total: 29,213.18

Department 505 - AIRPORT Total: 29,213.18

Fund 015 - AIRPORT FUND Total: 29,213.18

Fund: 016 - RESTRICTED AIRPORT

Department: 000 - UNDESIGNATED

Outstanding

WADE INCORPORATED	E06467	07/20/2020	JOHN DEERE HPX615E GATOR	016-000-240-670	10,501.35
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Outstanding Total: 10,501.35

Department 000 - UNDESIGNATED Total: 10,501.35

Fund 016 - RESTRICTED AIRPORT Total: 10,501.35

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

EMPIRE TRUCK SALES, LLC	RE005012909-2	06/08/2020	TRUCK #	022-322-630-360	361.70
H&O TRUCKS & TRAILER REPAIR L.L.C.	63128	07/21/2020	TRUCK #95 FIXED WINDOW REGULATOR	022-322-630-360	547.03
TRI-STATE TRUCKCENTER*	02W6567	07/23/2020	TRUCK #98 FAN BELT	022-322-630-360	773.39
GATEWAY TIRE & SERVICE CENTER	1018-128720	07/23/2020	TRUCK #21A ONE NEW TIRE AND MOUNT	022-322-630-360	295.60
GATEWAY TIRE & SERVICE CENTER	1018-128803	07/24/2020	TRAILER -ONE NEW TIRE	022-322-555-250	75.63
POWERSTROKE EQUIPMENT SALES & SVC	4808	07/24/2020	REPAIR EXMARK MOWER #2405216	022-322-630-400	322.97
CSPIRE WIRELESS	07.25.20	07/25/2020	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	47.08
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4009	07/27/2020	CP EVALUATION	022-322-525-231	181.50
LOWE'S-SANITATION	908673	07/27/2020	GATORADE FOR EMPLOYEES	022-322-555-250	192.27
GATEWAY TIRE & SERVICE CENTER	1018-128934	07/29/2020	TRUCK #126 TWO NEW TIRES AND MOUNTS	022-322-630-360	256.86
GATEWAY TIRE & SERVICE CENTER	1018-129046	07/29/2020	TRUCK #41 ONE NEW TIRE AND MOUNT	022-322-630-360	295.60
GATEWAY TIRE & SERVICE CENTER	1018-129055	07/29/2020	TRUCK #40 TWO NEW TIRES AND MOUNTS	022-322-630-360	591.20
STARKVILLE AUTO PARTS	135695	07/29/2020	BATTERY-FARM TRUCK #98	022-322-630-360	377.97
TERRY'S GARAGE & REPAIRS, LLC	3852	07/29/2020	TRUCK #38 FITTING, MILEAGE, LABOR	022-322-630-360	237.35
OKTIBBEHA COUNTY COOPERATIVE	589097	07/29/2020	2 PAIR JEANS/G. HAYES	022-322-535-233	65.90
SOUTHERN TELECOMMUNICATIONS	08.17.20	07/30/2020	ACCT #2490 JULY 2020	022-322-604-330	43.78
PLUM CREEK ENVIRONMENTAL TECHNOLO	10158	07/30/2020	PURCHASE FRONT LOAD CONTAINERS/ 4, 6, 8 CY	022-322-918-805	4,999.99
MGM, INC.	11444	07/30/2020	TRUCK #38 REPAIR LIFT CYLINDER, LABOR	022-322-630-360	1,655.00
BELL BUILDING SUPPLY, INC.	294504	07/30/2020	TOG SWITCH, DEADBOLT, SCREWDRIVER, KEY	022-322-555-250	46.38
TRI-STATE TRUCKCENTER*	02W6656	07/31/2020	TRUCK #98 ALTERNATOR, PULLEYS, TENSIONER	022-322-630-360	789.83
BULLDOG TOWING & RECOVERY	B6351	07/31/2020	TOW FORD TRACTOR TO SES BUILDING	022-322-600-300	125.00
CSPIRE BUSINESS SOLUTIONS	1554355	08/01/2020	CSBS-643956	022-322-604-330	77.33
VERIZON CONNECT-NWF	2191406	08/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	469.51

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SGK LANDSCAPES, LLC	ST26172	08/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
SGK LANDSCAPES, LLC	ST26173	08/01/2020	MEDIAN MAINTENANCE- LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
WASTE MANAGEMENT REYNOLDS/RENASANT INSURANCE AGENCY	0763607-2132-8 1083619	08/03/2020 08/03/2020	RECYCLING FOR JULY 2020	022-322-600-431	5,123.40
STARKVILLE AUTO PARTS	135857	08/03/2020	PROP., EQUIP & BUILDING INS. 06.01.20-06.01.2021	022-322-620-370	5,300.00
NORTHEAST EXTERMINATING	20020	08/03/2020	STARTER SOLENOID	022-322-630-360	59.95
FUELMAN / FLEETCOR	NP58637570	08/03/2020	SANITATION 08.03.20	022-322-600-300	30.00
GTR SOLID WASTE MGMT. AUTH	07.30.20	08/10/2020	FUEL REPORT 07/27/20 - 8/02/20	022-322-525-231	1,702.80
FUELMAN / FLEETCOR	NP58673634	08/10/2020	JULY 2020 SOLID WASTE TICKETS	022-322-600-379	38,554.75
			FUEL REPORT 08/03/20 - 8/09/20	022-322-525-231	588.94

Outstanding Total: 66,561.36

Department 322 - SANITATION DEPARTMENT Total: 66,561.36

Fund 022 - ENVIRONMENTAL SERVICES Total: 66,561.36

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-304266	08/01/2020	INCODE FINANCIAL SUITE MAINTENANCE	107-112-600-303	24,138.70
TYLER TECHNOLOGIES	025-304722	08/01/2020	MONTHLY COURT MAINT- AUGUST 2020	107-112-600-303	175.00

Outstanding Total: 24,313.70

Department 112 - COMPUTER ASSESSMENTS Total: 24,313.70

Fund 107 - COMPUTER ASSESSMENTS Total: 24,313.70

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	1065909A	07/10/2020	NEEL SCHAFER INV#1065909A/NORTHSTAR SIGN DESIGN	303-600-600-309	5,370.41
OKT COUNTY SUPERVISORS	1039782	08/03/2020	JONES WALKER INV #1039782	303-600-600-309	627.75

Outstanding Total: 5,998.16

Department 600 - CAPITAL PROJECTS Total: 5,998.16

Fund 303 - INDUSTRIAL PARK BOND Total: 5,998.16

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

SB CONSTRUCTION, LLC	PAY REQ. # 4	07/27/2020	CONTRACT #15405/CORNERSTONE PARK CONSTRUCTION	380-551-907-944	514,637.47
DALHOFF THOMAS DESIGN STUDIO	9564	08/05/2020	PROJ 18-367 CORNERSTONE PARK- JULY 2020	380-551-600-945	21,399.00

Outstanding Total: 536,036.47

Department 551 - PARK & REC TOURISM Total: 536,036.47

Fund 380 - PARK BONDS 2020 Total: 536,036.47

Grand Total: 871,083.67

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	198,459.45	612.32
015 - AIRPORT FUND	29,213.18	0.00
016 - RESTRICTED AIRPORT	10,501.35	0.00
022 - ENVIRONMENTAL SERVICES	66,561.36	0.00
107 - COMPUTER ASSESSMENTS	24,313.70	0.00
303 - INDUSTRIAL PARK BOND	5,998.16	0.00
380 - PARK BONDS 2020	536,036.47	0.00
Grand Total:	871,083.67	612.32

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,658.05	0.00
001-000-054-205	DUE FROM STARKVILLE E	66.00	0.00
001-000-149-691	MUNICIPAL COURT BON	564.32	564.32
001-100-604-330	COMMUNICATIONS	265.33	0.00
001-100-610-350	TRAVEL / TRAINING	25.00	0.00
001-110-330-166	TRAUMA TRAFFIC	1,302.25	0.00
001-110-330-376	COURT CONSTITUENTS	135.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	902.25	0.00
001-110-330-378	APPEARANCE BOND FEE	704.50	0.00
001-110-330-382	TRAFFIC VIOLATION	19,217.41	0.00
001-110-330-385	IMPLIED CONSENT	2,190.50	0.00
001-110-330-386	WIRELESS COMM FEE	2,896.84	0.00
001-110-330-387	OTHER MISDEMEANORS	6,665.00	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	110.00	0.00
001-110-330-393	VICTIMS BOND FEE	350.00	0.00
001-110-330-395	DRUG VIOLATION	52.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	1,500.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	110.00	0.00
001-110-330-398	UNINSURED MOTORIST	6,317.50	0.00
001-110-600-300	RESEARCH RESOURCES	321.00	0.00
001-110-604-330	POSTAGE / COMMUNICA	105.46	0.00
001-110-620-370	INSURANCE	237.68	0.00
001-111-604-330	COMMUNICATIONS	139.70	0.00
001-120-600-300	PROFESSIONAL SERVICE	18,454.57	0.00
001-120-604-330	COMMUNICATIONS	193.02	0.00
001-123-604-330	COMMUNICATIONS	2,345.65	0.00
001-123-620-370	INSURANCE	461.00	0.00
001-123-691-550	MISCELLANEOUS	42.80	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES	9.36	0.00
001-145-604-330	POSTAGE/COPIER/PHON	196.32	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	748.54	0.00
001-180-604-330	COPIER/POSTAGE/PHON	111.70	0.00
001-190-501-200	SUPPLIES	115.03	0.00
001-190-525-231	GAS & OIL	16.50	0.00
001-190-604-330	COPIERS/PHONES/IPADS	378.35	0.00
001-190-607-605	HISTORIC PRES GRANT	15,000.00	0.00
001-190-620-370	INSURANCE	475.36	0.00
001-190-918-807	OFFICE EQUIPMENT/SOF	1,219.93	0.00
001-192-510-220	SUPPLIES	244.57	0.00
001-192-535-233	COVID-19 EXPENSES	4,975.89	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-620-370	INSURANCE	540.00	0.00
001-192-630-403	REPAIRS TO BUILDING	22.20	0.00
001-192-820-874	PRINCIPAL - NISSAN SUV	785.70	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-830-873	INTEREST - NISSAN SUV	110.80	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
001-197-525-231	GAS & OIL	35.03	0.00
001-197-600-308	ENGINEERING SERVICES	795.00	0.00
001-197-604-330	COMMUNICATIONS	105.45	0.00
001-197-620-370	INSURANCE	197.50	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-820-874	PRINCIPAL	431.29	0.00
001-197-830-873	INTEREST	5.66	0.00
001-201-501-200	OFFICE SUPPLIES	38.50	0.00
001-201-525-231	GAS & OIL	3,858.14	0.00
001-201-535-233	UNIFORMS	2,009.45	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	601.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	441.92	0.00
001-201-555-208	JANITORIAL SUPPLIES	112.53	0.00
001-201-556-251	POLICE SUPPLIES	4,589.96	0.00
001-201-600-300	PROFESSIONAL SERVICE	420.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	115.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,208.60	0.00
001-201-620-370	INSURANCE	8,182.56	0.00
001-201-625-380	UTILITIES	304.48	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	6,382.73	0.00
001-201-630-400	EQUIPMENT REPAIR &	3,115.00	0.00
001-201-690-450	GPS EXPENSES	1,052.35	0.00
001-201-690-552	POLICE TRAINING/EDUC	488.25	0.00
001-201-691-550	MISCELLANEOUS	48.00	48.00
001-201-730-543	JAG GRANT MATCH	4,843.30	0.00
001-261-525-231	GAS & OIL	751.88	0.00
001-261-535-233	UNIFORMS	59.99	0.00
001-261-555-208	JANITORIAL & PAPER SU	37.38	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	402.44	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,404.44	0.00
001-261-620-370	INSURANCE	6,075.50	0.00
001-261-625-380	UTILITIES	750.28	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	241.46	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-918-805	MACHINERY/ EQUIP/FIR	447.00	0.00
001-281-501-200	OFFICE SUPPLIES	43.52	0.00
001-281-525-231	GAS & OIL	76.89	0.00
001-281-604-330	COPIER/PHONES/IPADS/	208.20	0.00
001-281-620-370	INSURANCE	640.20	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	431.30	0.00
001-281-830-873	INTEREST (VEHICLES)	5.65	0.00
001-290-625-380	UTILITIES / CODE RED	104.00	0.00
001-301-525-231	GAS & OIL	940.59	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	1,020.63	0.00
001-301-560-270	CONSTRUCTION MATERI	6,350.85	0.00
001-301-565-272	STREETS SIGNS & PAINT	232.02	0.00
001-301-604-330	COMMUNICATIONS	128.71	0.00
001-301-620-370	INSURANCE	1,876.80	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	8,326.78	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,498.76	0.00
001-301-630-400	EQUIPMENT REPAIR &	507.89	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-525-231	GAS & OIL	35.71	0.00
001-360-604-330	COMMUNICATIONS	112.83	0.00
001-360-620-370	INSURANCE	220.00	0.00
001-550-501-200	OFFICE SUPPLIES	393.45	0.00
001-550-501-208	JANITORIAL SUPPLIES	138.09	0.00
001-550-512-200	TOURNAMENT SUPPLIES	1,838.48	0.00
001-550-525-231	GAS & OIL	1,046.00	0.00
001-550-600-330	PHONES/COPIERS/POST	445.79	0.00
001-550-600-340	UTILITIES	7,534.58	0.00
001-550-600-360	INSURANCE	926.08	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	335.94	0.00
001-550-630-426	BUILDING MAINT/REPAI	1,548.00	0.00
001-550-690-360	VEHICLE REPAIRS AND M	17.80	0.00
001-550-690-450	GPS EXPENSES	97.14	0.00
015-505-501-198	BUILDING REPAIRS & M	2,100.00	0.00
015-505-525-231	GAS & OIL	765.92	0.00
015-505-525-232	100LL AV GAS PURCHAS	23,734.69	0.00
015-505-541-237	OPERATING SUPPLIES	77.40	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	398.95	0.00
015-505-604-330	CELL PHONE/POSTAGE	276.32	0.00
015-505-620-370	INSURANCE	1,027.52	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
016-000-240-670	2020 CARES ACT GRANT	10,501.35	0.00
022-322-525-231	GAS & OIL	2,473.24	0.00
022-322-535-233	UNIFORMS	65.90	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	314.28	0.00
022-322-600-300	PROFESSIONAL SERVICE	155.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-600-379	LANDFILL FEES	38,554.75	0.00
022-322-600-431	CONTRACT RECYCLING C	5,123.40	0.00
022-322-604-330	COMMUNICATIONS	168.19	0.00
022-322-620-370	INSURANCE	5,300.00	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	6,241.48	0.00
022-322-630-400	EQUIPMENT REPAIR &	322.97	0.00
022-322-691-450	GPS EXPENSES	469.51	0.00
022-322-918-805	MACHINERY/EQUIP/DU	4,999.99	0.00
107-112-600-303	DATA PROCESSING	24,313.70	0.00
303-600-600-309	LEGAL AND PROF SVCS E	5,998.16	0.00
380-551-600-945	CORNERSTONE PROFESS	21,399.00	0.00
380-551-907-944	CORNERSTONE LAND PR	514,637.47	0.00
Grand Total:		871,083.67	612.32

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	871,083.67	612.32
Grand Total:	871,083.67	612.32



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
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	4	INNOVATIVE BROADCAST SERVICE										
INV-1022	08/10/20	4177	Repairs		08/19/20	621.00	.00	ACH				
					VENDOR TOTAL:	621.00						
VENDOR:	188	BOX CONSTRUCTION LLC										
7/13/20 - 15-20	08/04/20	0	Hyrdants, Hauling		08/19/20	22909.00	.00	ACH				
					VENDOR TOTAL:	22909.00						
VENDOR:	189	BANCORPSOUTH-2012 BONDS										
8/01/20	08/04/20	0	2.6M GO Bond Payment		08/19/20	16904.52	.00	CHK				
					VENDOR TOTAL:	16904.52						
VENDOR:	202	BELL BUILDING SUPPLY										
S31331-7/31/20	08/10/20	4175	Supplies		08/19/20	43.82	.00	ACH				
					VENDOR TOTAL:	43.82						
VENDOR:	220	CENTRAL PIPE SUPPLY										
23970.2 & 970.3	08/10/20	4108	Parts		08/19/20	156.00	.00	ACH				
					VENDOR TOTAL:	156.00						
VENDOR:	267	COLUMBUS FENCE COMPANY, LLC										
24529	08/10/20	6005	Repairs		08/19/20	350.00	.00	CHK				
					VENDOR TOTAL:	350.00						
VENDOR:	307	CITY OF STARKVILLE										
JULY 2020-EXP	08/04/20	0	Due to City - July 2020		08/19/20	513.30	.00	CHK				
JULY 2020-SALARY	08/04/20	0	Reimb City Salaries		08/19/20	3897.59	.00	CHK				
					VENDOR TOTAL:	4410.89						
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY										
3102603-000	08/10/20	4170	Pipes		08/19/20	447.60	.00	CHK				
3102651-000	08/10/20	4087	Valves		08/19/20	725.00	.00	CHK				
3102838-000	08/10/20	4105	Materials		08/19/20	1184.50	.00	CHK				
3102840-000	08/10/20	4106	Pipes		08/19/20	350.00	.00	CHK				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
3102894-000	08/10/20	4118	Meter boxes		08/19/20	1062.00	.00	CHK			
3102942-000	08/10/20	4132	Materials		08/19/20	1444.20	.00	CHK			
3102957-000	08/10/20	4136	Parts		08/19/20	648.00	.00	CHK			
VENDOR TOTAL:						5861.30					
VENDOR: 368 CONTROL SYSTEMS, INC											
58683	08/10/20	4172	Repairs service call		08/19/20	619.15	.00	ACH			
VENDOR TOTAL:						619.15					
VENDOR: 450 ENVIRO-LABS, INC.											
4184, 4204, 4227	08/10/20	4171	Service calls		08/19/20	555.00	.00	ACH			
VENDOR TOTAL:						555.00					
VENDOR: 604 FASTENAL											
MSSTA93029	08/10/20	4174	Supplies		08/19/20	1479.50	.00	ACH			
VENDOR TOTAL:						1479.50					
VENDOR: 606 4-COUNTY EPA											
JULY 2020	08/10/20	0	Utilities expense		08/19/20	11869.72	.00	CHK			
VENDOR TOTAL:						11869.72					
VENDOR: 690 GARVER LLC											
19W10070-3	08/04/20	0	Engineering-Trim Cane		08/19/20	16000.00	.00	ACH			
19W10280-10	08/04/20	0	Engineering-Green Oaks		08/19/20	11000.00	.00	ACH			
VENDOR TOTAL:						27000.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-128932	08/10/20	4131	Repairs-tires		08/19/20	591.40	.00	CHK			
1018-129115	08/10/20	4142	Repairs		08/19/20	88.30	.00	CHK			
1018-129417	08/10/20	4154	Repair		08/19/20	15.30	.00	CHK			
VENDOR TOTAL:						695.00					
VENDOR: 696 GARNER LUMLEY											
569677	08/10/20	4016	Meter parts		08/19/20	4750.00	.00	ACH			
VENDOR TOTAL:						4750.00					

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	702	HACH									
12055948, 4382	08/10/20	4122	Supplies, Chemicals		08/19/20	500.14	.00	ACH			
			VENDOR TOTAL:			500.14					
VENDOR:	703	HARCROS CHEMICALS INC									
770115417, 5459	08/10/20	4211	Chemicals		08/19/20	2160.00	.00	CHK			
			VENDOR TOTAL:			2160.00					
VENDOR:	765	HYDRA SERVICE, INC.									
142890, 143042	08/10/20	4176	Pump rental		08/19/20	6753.00	.00	ACH			
			VENDOR TOTAL:			6753.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC									
959251, 959252	08/11/20	0	Water & Sewer work, repairs		08/19/20	5676.50	.00	CHK			
			VENDOR TOTAL:			5676.50					
VENDOR:	1017	J & P CONSTRUCTION CO INC									
RFP #8 - 7/31/20	08/04/20	0	WWTP Biosolids Construction		08/19/20	375395.87	.00	ACH			
			VENDOR TOTAL:			375395.87					
VENDOR:	1106	LESLIE DEAN									
064, 065	08/11/20	0	Maintenance		08/19/20	2675.00	.00	ACH			
			VENDOR TOTAL:			2675.00					
VENDOR:	1168	LEE'S PRECAST CONCRETE									
131983, 131985	08/10/20	6006	Boots, Supplies		08/19/20	1275.00	.00	ACH			
			VENDOR TOTAL:			1275.00					
VENDOR:	1192	LYLE MACHINERY									
W072222	08/10/20	4137	Repairs		08/19/20	403.99	.00	ACH			
			VENDOR TOTAL:			403.99					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1205	LOWE'S								
02808	08/10/20	4165 Tools		08/19/20	95.00	.00	CHK			
06732	08/10/20	4180 Tools		08/19/20	233.00	.00	CHK			
06905	08/10/20	4164 Supplies		08/19/20	29.93	.00	CHK			
				VENDOR TOTAL:	357.93					
VENDOR:	1322	MMC MATERIALS, INC.								
660894	08/10/20	4096 Concrete		08/19/20	287.50	.00	CHK			
				VENDOR TOTAL:	287.50					
VENDOR:	1329	NORTH CENTRAL LABORATORIES								
442533	08/10/20	4121 Lab supplies		08/19/20	364.90	.00	ACH			
				VENDOR TOTAL:	364.90					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
8/01/20	08/04/20	0 CAP Loan Payments		08/19/20	27070.29	.00	CHK			
				VENDOR TOTAL:	27070.29					
VENDOR:	1342	MS DEPT OF HEALTH								
MS0530020-2020	08/04/20	0 Water Quality Analysis		08/19/20	40000.00	.00	CHK			
				VENDOR TOTAL:	40000.00					
VENDOR:	1390	NEWELL PAPER COMPANY								
3108431	08/10/20	4041 Supplies		08/19/20	57.10	.00	ACH			
				VENDOR TOTAL:	57.10					
VENDOR:	1392	NUNLEY TRUCKING CO, INC.								
29556	08/10/20	4169 Gravel		08/19/20	3065.04	.00	CHK			
				VENDOR TOTAL:	3065.04					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
590424	08/10/20	4149 Materials		08/19/20	58.00	.00	ACH			
591256	08/10/20	4155 Boots		08/19/20	158.95	.00	ACH			
				VENDOR TOTAL:	216.95					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1531	O'REILLY AUTO PARTS									
0997147393	08/10/20	4173	Parts		08/19/20	34.93	.00	CHK			
			VENDOR TOTAL:			34.93					
VENDOR:	1539	PARKS & PARKS WATER WELL									
15399	08/10/20	3998	Well Motor Rewind/Install		08/19/20	9600.00	.00	ACH			
			VENDOR TOTAL:			9600.00					
VENDOR:	1623	POWERSTROKE EQUIPMENT, INC									
4809	08/10/20	4111	Repairs		08/19/20	88.46	.00	ACH			
			VENDOR TOTAL:			88.46					
VENDOR:	1818	UNITED RENTALS INC									
737-1,737-4,3451	08/10/20	3825	Equipment rental		08/19/20	2787.44	.00	ACH			
			VENDOR TOTAL:			2787.44					
VENDOR:	1905	STARKVILLE AUTO PARTS									
141,214,410	08/10/20	4102	Parts		08/19/20	325.22	.00	CHK			
			VENDOR TOTAL:			325.22					
VENDOR:	1932	STARKVILLE DAILY NEWS									
11097, 11098	08/07/20	0	Advertising		08/19/20	880.00	.00	ACH			
			VENDOR TOTAL:			880.00					
VENDOR:	2000	TALKING WARRIOR WATER ASSOC									
JULY 2020	08/05/20	0	TWMA Water Revenues		08/19/20	1504.05	.00	ACH			
			VENDOR TOTAL:			1504.05					
VENDOR:	2009	TERRY STIDHAM CONSTRUCTION									
610776-78, 782	08/11/20	0	Water leak repairs		08/19/20	8564.00	.00	ACH			
			VENDOR TOTAL:			8564.00					

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VENDOR:	2104	UPS									
24W1X6300	08/04/20	0	Postage		08/19/20	58.96	.00	CHK			
24W1X6310	08/06/20	0	Postage		08/19/20	26.67	.00	CHK			
					VENDOR TOTAL:	85.63					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1053559, 1053668	08/10/20	3997	Weekly analysis		08/19/20	504.00	.00	ACH			
1053774	08/10/20	4147	Weekly testing		08/19/20	252.00	.00	ACH			
					VENDOR TOTAL:	756.00					
VENDOR:	2210	VERIZON WIRELESS									
9859796671	08/06/20	0	Phone bill 2821-03		08/19/20	695.15	.00	CHK			
					VENDOR TOTAL:	695.15					
VENDOR:	2221	VOLKERT, INC.									
01807012	08/04/20	0	Engineering-WWTP Biosolids		08/19/20	20948.50	.00	ACH			
					VENDOR TOTAL:	20948.50					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
60824	08/10/20	4163	Water		08/19/20	32.80	.00	ACH			
					VENDOR TOTAL:	32.80					
					GRAND TOTAL:	610786.29					

STARKVILLE UTILITIES
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	125	AT & T									
JULY 2020	08/04/20	0	Phone bill		08/19/20	387.69	.00	CHK			
					VENDOR TOTAL:	387.69					
VENDOR:	303	C SPIRE WIRELESS									
JULY 2020	08/04/20	0	Phone bill		08/19/20	463.23	.00	CHK			
					VENDOR TOTAL:	463.23					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN									
AUG 2020-TAX	08/04/20	0	Tax Equivalency		08/19/20	113750.00	.00	CHK			
JULY 2020-ADMIN	08/04/20	0	Administrative Fees		08/19/20	8807.90	.00	CHK			
					VENDOR TOTAL:	122557.90					
VENDOR:	307	CITY OF STARKVILLE									
JULY 2020-STL	08/04/20	0	Reimb St Louis salary		08/19/20	4313.40	.00	CHK			
					VENDOR TOTAL:	4313.40					
VENDOR:	317	CHRIS MITCHELL MANAGEMENT									
040	08/11/20	0	TVA Wholesale Rate Analysis		08/19/20	3250.00	.00	ACH			
					VENDOR TOTAL:	3250.00					
VENDOR:	321	COLE'S AUTO REPAIR									
19086	08/10/20	9359	Repairs		08/19/20	65.00	.00	CHK			
					VENDOR TOTAL:	65.00					
VENDOR:	344	COLUMBUS RUBBER & GASKET									
609806-001	08/07/20	9361	Repairs		08/19/20	1142.64	.00	CHK			
					VENDOR TOTAL:	1142.64					
VENDOR:	352	COLUMBUS FIRE SERVICE									
4813052620	08/07/20	9288	Fire extinguisher inspection		08/19/20	460.50	.00	ACH			
					VENDOR TOTAL:	460.50					

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
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INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	400	IVY AUTO PARTS							
644902	08/07/20	9373 Parts		08/19/20	31.90	.00	ACH		
				VENDOR TOTAL:	31.90				
VENDOR:	610	DUDE SOLUTIONS INC							
INV-74993	08/11/20	0 Asset Essentials Software		08/19/20	19993.82	.00	ACH		
				VENDOR TOTAL:	19993.82				
VENDOR:	616	FUEIMAN							
NP58637570	08/04/20	0 Fuel		08/19/20	1506.00	.00	CHK		
NP58673634	08/11/20	0 Fuel		08/19/20	1050.78	.00	CHK		
				VENDOR TOTAL:	2556.78				
VENDOR:	801	QUADIEN FINANCE USA INC.							
7/27/20	08/04/20	0 Postage		08/19/20	453.57	.00	CHK		
				VENDOR TOTAL:	453.57				
VENDOR:	1010	JT RAY COMPANY							
200724-0078	08/04/20	0 Copier service		08/19/20	147.00	.00	ACH		
				VENDOR TOTAL:	147.00				
VENDOR:	1106	LESLIE DEAN							
068	08/11/20	0 Maintenance		08/19/20	375.00	.00	ACH		
				VENDOR TOTAL:	375.00				
VENDOR:	1239	LOLLEY REAL ESTATE							
AUG 2020	08/04/20	0 Storage Rental		08/19/20	900.00	.00	ACH		
				VENDOR TOTAL:	900.00				
VENDOR:	1309	MILSOFT UTILITY SOLUTIONS							
20203624	08/04/20	0 Lighttable support		08/19/20	1000.00	.00	ACH		
				VENDOR TOTAL:	1000.00				

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1335	VERIZON CONNECT NWF, INC							
OSV000002180954	08/11/20	0 Vehicle GPS Services-CITY206		08/19/20	810.56	.00	CHK		
		VENDOR TOTAL:			810.56				
VENDOR:	1394	NARRATIVE 12 LLC							
8/03/20	08/04/20	0 Consulting		08/19/20	3275.00	.00	ACH		
		VENDOR TOTAL:			3275.00				
VENDOR:	1400	NESCO							
063,740,981	08/10/20	9365 Parts		08/19/20	1388.48	.00	ACH		
		VENDOR TOTAL:			1388.48				
VENDOR:	1406	NORTHEAST EXTERMINATING							
8/03/20	08/07/20	9369 Pest control		08/19/20	105.00	.00	ACH		
		VENDOR TOTAL:			105.00				
VENDOR:	1408	FUSION LLC							
202135479	08/07/20	0 Phone bill		08/19/20	337.67	.00	ACH		
		VENDOR TOTAL:			337.67				
VENDOR:	1544	THE PEOPLE'S BANK							
3202 - 10/01/20	08/04/20	0 2011 Bond-STARGORF11-3202		08/19/20	7762.50	.00	CHK		
		VENDOR TOTAL:			7762.50				
VENDOR:	1622	POWER AND TEL. SUPPLY CO.							
7001476-00	08/10/20	9324 Meter wire		08/19/20	4879.00	.00	CHK		
		VENDOR TOTAL:			4879.00				
VENDOR:	1623	POWERSTROKE EQUIPMENT INC							
4860	08/07/20	9375 Parts		08/19/20	62.98	.00	ACH		
		VENDOR TOTAL:			62.98				

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 08/19/20 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	TAX	PMT	PAID	PAID/VOID	CHECK/
				INVOICE	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD							
8/03/20	08/10/20	0	Supplies	225.21	.00	CHK			
			VENDOR TOTAL:	225.21					
VENDOR:	1886	SEDC							
30436	08/11/20	0	Billing services	25581.26	.00	ACH			
			VENDOR TOTAL:	25581.26					
VENDOR:	1887	S & S LINE SERVICE INC							
2150-2151	08/04/20	0	ROW Clearing	5814.80	.00	ACH			
2152-2155	08/10/20	0	ROW Clearing	7765.80	.00	ACH			
			VENDOR TOTAL:	13580.60					
VENDOR:	1917	RONNIE JONES CONST, INC.							
20201507	08/07/20	9366	Gravel	3300.79	.00	ACH			
			VENDOR TOTAL:	3300.79					
VENDOR:	1920	CANNON FORD LINCOLN OF STARK							
3235	08/07/20	9367	Repairs	4778.85	.00	CHK			
			VENDOR TOTAL:	4778.85					
VENDOR:	1931	STARKVILLE SANITATION DEPT							
JULY 2020	08/10/20	0	Sanitation Collections	262437.68	.00	CHK			
			VENDOR TOTAL:	262437.68					
VENDOR:	1933	STARKVILLE WATER DEPT							
JULY 2020	08/10/20	0	Water-Sewer Collections	608563.93	.00	ACH			
			VENDOR TOTAL:	608563.93					
VENDOR:	1936	SGK LANDSCAPES INC.							
PS17033	08/07/20	9312	Soil	2687.20	.00	CHK			
			VENDOR TOTAL:	2687.20					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1945	SULLIVAN'S										
56485	08/04/20	0	Office supplies		08/19/20	99.99	.00	ACH				
			VENDOR TOTAL:			99.99						
VENDOR:	2021	TCC FACILITIES MANAGEMENT										
4021	08/07/20	0	Janitorial services		08/19/20	450.00	.00	ACH				
			VENDOR TOTAL:			450.00						
VENDOR:	2036	TRUCK CENTER, INC.										
165423777	08/07/20	9279	Repairs		08/19/20	6324.96	.00	ACH				
			VENDOR TOTAL:			6324.96						
VENDOR:	2116	UTILITECH										
2367	08/10/20	0	Product Development and Supp		08/19/20	500.00	.00	ACH				
			VENDOR TOTAL:			500.00						
VENDOR:	2122	UPCHURCH SERVICES LLC										
165013	08/06/20	0	AC Repairs		08/19/20	325.00	.00	ACH				
			VENDOR TOTAL:			325.00						
VENDOR:	2210	VERIZON WIRELESS										
9859444691	08/06/20	0	AMI M2M Data Usage		08/19/20	1297.02	.00	CHK				
9859796670	08/06/20	0	Phone bill 2821-01		08/19/20	1331.74	.00	CHK				
			VENDOR TOTAL:			2628.76						
VENDOR:	2305	WASTE PRO										
200141	08/10/20	9377	Dumpster fees		08/19/20	398.09	.00	ACH				
			VENDOR TOTAL:			398.09						
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.										
60825	08/04/20	0	Water		08/19/20	16.40	.00	ACH				
CLR0820-274	08/07/20	0	Water		08/19/20	20.00	.00	ACH				
			VENDOR TOTAL:			36.40						

STARKVILLE UTILITIES
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INVOICE DATE PO NBR DESCRIPTION
VENDOR: 9909884 MADISON SMITH
7/27/20 08/04/20 0 Uniforms

VENDOR: 99009971 SERVICEMASTER RESTORATION
202574-0807 08/10/20 0 Janitorial cleaning

UNPAID INVOICES	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
	149.75	.00	ACH			
VENDOR TOTAL:	149.75					

VENDOR TOTAL: 438.00

GRAND TOTAL: 1109226.09



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 8-18-2020
PAGE: 1

SUBJECT: Request approval of the July 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

SUGGESTED MOTION:

Approval of the July 2020 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	145,091.03	6,947,656.31	-524,843.69	92.98 %
206 - LIEU OF TAXES	790,500.00	835,000.00	25,119.11	731,542.79	-103,457.21	87.61 %
220 - LICENSES AND PERMITS	238,000.00	247,000.00	22,310.28	257,328.67	10,328.67	104.18 %
230 - INTERGOVERNMENTAL REVENUES	9,217,500.00	9,073,613.00	841,989.45	8,340,811.05	-732,801.95	91.92 %
250 - GRANTS	975,247.00	1,049,247.00	26,296.21	746,070.18	-303,176.82	71.11 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	315.00	25,339.91	839.91	103.43 %
330 - FINES AND FORFEITS	563,000.00	513,000.00	52,451.25	376,798.46	-136,201.54	73.45 %
340 - MISCELLANEOUS	627,620.00	552,870.00	32,047.55	530,230.72	-22,639.28	95.91 %
360 - CHARGES FOR SERVICES	1,550.00	1,800.00	160.00	2,705.50	905.50	150.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,155,000.00	3,155,000.00	176,250.00	1,654,773.50	-1,500,226.50	52.45 %
631 - ODDFELLOWS	5,000.00	5,000.00	326.92	3,259.37	-1,740.63	65.19 %
Department: 000 - UNDESIGNATED Total:	23,070,417.00	22,929,530.00	1,322,356.80	19,616,516.46	-3,313,013.54	85.55 %
Revenue Total:	23,070,417.00	22,929,530.00	1,322,356.80	19,616,516.46	-3,313,013.54	85.55 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,060.00	197,633.15	13,650.77	164,703.01	32,930.14	83.34 %
600 - CONTRACTUAL SERVICES	17,500.00	11,050.00	505.39	7,148.78	3,901.22	64.69 %
Department: 100 - BOARD OF ALDERMEN Total:	224,560.00	208,683.15	14,156.16	171,851.79	36,831.36	82.35 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	320,745.00	310,928.24	19,964.78	263,234.49	47,693.75	84.66 %
500 - SUPPLIES	12,500.00	12,500.00	114.28	13,314.95	-814.95	106.52 %
600 - CONTRACTUAL SERVICES	20,700.00	20,700.00	988.10	20,484.47	215.53	98.96 %
900 - CAPITAL OUTLAY	15,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	369,445.00	345,628.24	21,067.16	297,033.91	48,594.33	85.94 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	140.09	1,367.06	132.94	91.14 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	140.09	1,367.06	132.94	91.14 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,110.00	147,094.94	10,140.68	124,381.08	22,713.86	84.56 %
500 - SUPPLIES	2,100.00	2,100.00	41.56	251.71	1,848.29	11.99 %
600 - CONTRACTUAL SERVICES	122,900.00	122,900.00	14,560.38	220,684.46	-97,784.46	179.56 %
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	273,594.94	24,742.62	346,662.25	-73,067.31	126.71 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	293,480.00	273,731.12	16,613.10	235,937.75	37,793.37	86.19 %
500 - SUPPLIES	2,000.00	500.00	132.28	147.28	352.72	29.46 %
600 - CONTRACTUAL SERVICES	83,000.00	93,979.00	3,594.09	102,935.52	-8,956.52	109.53 %
900 - CAPITAL OUTLAY	65,000.00	79,172.00	26,546.44	73,675.29	5,496.71	93.06 %
Department: 123 - IT Total:	443,480.00	447,382.12	46,885.91	412,695.84	34,686.28	92.25 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	400,440.00	383,334.94	26,458.15	310,412.97	72,921.97	80.98 %
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	469,334.94	26,458.15	360,762.97	108,571.97	76.87 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	2,000.00	0.00	1,339.79	660.21	66.99 %
500 - SUPPLIES	12,072.00	9,572.00	303.42	7,009.89	2,562.11	73.23 %
600 - CONTRACTUAL SERVICES	31,000.00	27,500.00	865.38	14,980.79	12,519.21	54.48 %
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	42,072.00	1,168.80	26,230.47	15,841.53	62.35 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	275.00	7,522.50	-522.50	107.46 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	275.00	7,522.50	-522.50	107.46 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,950.00	69,950.00	5,387.00	59,257.00	10,693.00	84.71 %
Department: 160 - ATTORNEY AND STAFF Total:	69,950.00	69,950.00	5,387.00	59,257.00	10,693.00	84.71 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	163,000.00	163,000.00	16,920.20	174,794.20	-11,794.20	107.24 %
Department: 169 - LEGAL Total:	163,000.00	163,000.00	16,920.20	174,794.20	-11,794.20	107.24 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	225,925.00	209,043.30	12,239.86	175,278.79	33,764.51	83.85 %
500 - SUPPLIES	5,000.00	4,500.00	0.00	1,537.91	2,962.09	34.18 %
600 - CONTRACTUAL SERVICES	40,750.00	37,700.00	335.55	17,175.78	20,524.22	45.56 %
Department: 180 - HUMAN RESOURCES Total:	271,675.00	251,243.30	12,575.41	193,992.48	57,250.82	77.21 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	263,015.00	242,468.05	13,520.06	201,704.54	40,763.51	83.19 %
500 - SUPPLIES	3,150.00	1,600.00	6.00	442.55	1,157.45	27.66 %
600 - CONTRACTUAL SERVICES	79,300.00	66,750.00	1,125.57	33,752.09	32,997.91	50.56 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	21,545.38	3,454.62	86.18 %
Department: 190 - CITY PLANNER Total:	370,465.00	335,818.05	14,651.63	257,444.56	78,373.49	76.66 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	118,250.00	118,250.00	7,790.60	93,352.75	24,897.25	78.95 %
Department: 191 - EXTERNAL SERVICE Total:	118,250.00	118,250.00	7,790.60	93,352.75	24,897.25	78.95 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	6,000.00	6,000.00	3,309.97	10,885.78	-4,885.78	181.43 %
600 - CONTRACTUAL SERVICES	87,500.00	87,500.00	5,690.06	72,608.87	14,891.13	82.98 %
800 - DEBT SERVICE	3,590.00	3,590.00	0.00	2,689.50	900.50	74.92 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	97,090.00	97,090.00	9,000.03	86,184.15	10,905.85	88.77 %
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	6,250.00	58,946.00	7,982.00	88.07 %
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	6,250.00	102,445.00	23,483.00	81.35 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	25,500.00	25,500.00	1,500.00	24,053.00	1,447.00	94.33 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,700.00	17,000.00	3,000.00	85.00 %
990 - TRANSFERS	0.00	0.00	0.00	8,500.00	-8,500.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	45,500.00	45,500.00	3,200.00	49,553.00	-4,053.00	108.91 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	245,165.00	266,426.74	21,034.02	217,174.52	49,252.22	81.51 %
500 - SUPPLIES	3,400.00	3,400.00	723.84	3,685.06	-285.06	108.38 %
600 - CONTRACTUAL SERVICES	17,500.00	13,250.00	1,232.05	11,625.32	1,624.68	87.74 %
800 - DEBT SERVICE	5,244.00	5,244.00	436.95	4,369.50	874.50	83.32 %
900 - CAPITAL OUTLAY	3,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 197 - ENGINEERING Total:	274,309.00	288,320.74	23,426.86	236,854.40	51,466.34	82.15 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	118,050.00	112,327.08	6,991.94	101,693.18	10,633.90	90.53 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 200 - POLICE ADMINISTRATION Total:	118,050.00	112,327.08	6,991.94	101,693.18	10,633.90	90.53 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,985,188.00	3,960,574.25	292,756.71	3,226,609.38	733,964.87	81.47 %
500 - SUPPLIES	446,000.00	416,000.00	25,084.32	307,550.91	108,449.09	73.93 %
600 - CONTRACTUAL SERVICES	484,700.00	486,700.00	36,908.17	402,993.88	83,706.12	82.80 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,578.00	5,578.00	0.00	20,599.12	-15,021.12	369.29 %
800 - DEBT SERVICE	107,000.00	107,000.00	0.00	82,670.84	24,329.16	77.26 %
900 - CAPITAL OUTLAY	50,000.00	65,829.00	0.00	65,446.96	382.04	99.42 %
Department: 201 - POLICE DEPARTMENT Total:	5,078,466.00	5,041,681.25	354,749.20	4,105,871.09	935,810.16	81.44 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	318,300.00	318,300.00	25,105.64	241,265.40	77,034.60	75.80 %
600 - CONTRACTUAL SERVICES	1,000.00	500.00	0.00	0.00	500.00	0.00 %
Department: 245 - DISPATCHERS Total:	319,300.00	318,800.00	25,105.64	241,265.40	77,534.60	75.68 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,080.00	120,080.00	5,682.71	77,066.83	43,013.17	64.18 %
Department: 254 - DUI GRANT Total:	120,080.00	120,080.00	5,682.71	77,066.83	43,013.17	64.18 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	106,680.00	101,227.14	6,674.06	85,311.98	15,915.16	84.28 %
Department: 260 - FIRE ADMINISTRATION Total:	106,680.00	101,227.14	6,674.06	85,311.98	15,915.16	84.28 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,940,465.00	3,984,612.00	299,807.79	3,340,413.47	644,198.53	83.83 %
500 - SUPPLIES	102,350.00	90,500.00	3,053.41	70,596.41	19,903.59	78.01 %
600 - CONTRACTUAL SERVICES	324,100.00	288,450.00	11,263.13	227,770.17	60,679.83	78.96 %
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	60,000.00	0.00	40,846.42	19,153.58	68.08 %
Department: 261 - FIRE DEPARTMENT Total:	4,531,915.00	4,566,675.00	314,124.33	3,716,793.68	849,881.32	81.39 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	243,730.00	235,475.40	15,850.57	188,969.87	46,505.53	80.25 %
500 - SUPPLIES	5,750.00	5,450.00	180.67	3,169.59	2,280.41	58.16 %
600 - CONTRACTUAL SERVICES	25,150.00	17,625.00	470.90	11,658.64	5,966.36	66.15 %
800 - DEBT SERVICE	5,244.00	5,669.00	1,339.71	9,334.63	-3,665.63	164.66 %
Department: 281 - BUILDING/CODES OFFICE Total:	279,874.00	264,219.40	17,841.85	213,132.73	51,086.67	80.67 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	319.39	6,897.52	10,102.48	40.57 %
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	319.39	17,305.52	10,102.48	63.14 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	786,015.00	652,649.65	39,199.15	500,271.72	152,377.93	76.65 %
500 - SUPPLIES	192,500.00	167,500.00	23,253.28	153,031.28	14,468.72	91.36 %
600 - CONTRACTUAL SERVICES	588,375.00	573,875.00	45,561.14	486,964.40	86,910.60	84.86 %
800 - DEBT SERVICE	31,213.00	71,213.00	8,705.70	36,176.96	35,036.04	50.80 %
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	1,475,237.65	116,719.27	1,180,180.40	295,057.25	80.00 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	96,030.00	89,730.00	3,502.10	66,320.27	23,409.73	73.91 %
500 - SUPPLIES	3,000.00	3,000.00	58.96	2,377.22	622.78	79.24 %
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	114.72	4,120.23	1,379.77	74.91 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	31,250.00	125,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	229,530.00	223,230.00	34,925.78	197,817.72	25,412.28	88.62 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	20,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	20,000.00	0.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	903,280.00	702,007.00	38,538.32	588,110.03	113,896.97	83.78 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	220,000.00	194,725.00	1,428.65	89,471.45	105,253.55	45.95 %
600 - CONTRACTUAL SERVICES	627,350.00	549,850.00	33,270.35	404,851.33	144,998.67	73.63 %
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	0.00	13,467.00	4,489.00	75.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	0.00	21,499.60	-18,999.60	859.98 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,771,086.00	1,467,038.00	73,237.32	1,123,899.41	343,138.59	76.61 %
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	5,377.26	11,617.06	28,382.94	29.04 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	40,000.00	5,377.26	11,644.44	28,355.56	29.11 %
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	1,527,067.00	52,082.26	916,796.80	610,270.20	60.04 %
Department: 600 - CAPITAL PROJECTS Total:	1,088,067.00	1,542,067.00	52,082.26	919,401.91	622,665.09	59.62 %
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	210,000.00	0.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	274,000.00	274,000.00	52,500.00	270,500.00	3,500.00	98.72 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,213,492.00	2,383,492.00	0.00	1,574,528.89	808,963.11	66.06 %
Department: 800 - DEBT SERVICE Total:	2,213,492.00	2,383,492.00	0.00	1,574,528.89	808,963.11	66.06 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,897,500.00	1,661,752.00	511.50	17,907.04	1,643,844.96	1.08 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,897,500.00	1,661,752.00	511.50	17,907.04	1,643,844.96	1.08 %
Expense Total:	23,070,417.00	22,929,530.00	1,305,938.13	16,752,324.55	6,177,205.45	73.06 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	16,418.67	2,864,191.91	2,864,191.91	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	0.00	8,179.75	-1,820.25	81.80 %
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	0.00	8,179.75	-26,820.25	23.37 %
Revenue Total:	35,000.00	35,000.00	0.00	8,179.75	-26,820.25	23.37 %
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	0.00	8,015.82	8,015.82	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	8,101.71	17,898.29	31.16 %
800 - DEBT SERVICE	266,364.00	266,364.00	0.00	224,629.96	41,734.04	84.33 %
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	0.00	232,904.67	216,095.33	51.87 %
Expense Total:	449,000.00	449,000.00	0.00	232,904.67	216,095.33	51.87 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-232,904.67	-232,904.67	0.00 %

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For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	0.00	54,987.00	-15,964.00	77.50 %
340 - MISCELLANEOUS	50,250.00	50,250.00	2,500.00	23,023.81	-27,226.19	45.82 %
360 - CHARGES FOR SERVICES	673,608.00	569,840.25	16,895.78	399,026.87	-170,813.38	70.02 %
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	1,247,041.25	19,395.78	477,037.68	-770,003.57	38.25 %
Revenue Total:	1,350,809.00	1,247,041.25	19,395.78	477,037.68	-770,003.57	38.25 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	173,420.00	170,652.25	8,976.76	106,475.87	64,176.38	62.39 %
500 - SUPPLIES	472,700.00	372,700.00	13,686.99	235,410.00	137,290.00	63.16 %
600 - CONTRACTUAL SERVICES	104,850.00	117,350.00	6,477.83	78,031.22	39,318.78	66.49 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	35,408.00	35,408.00	0.00	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	1,247,041.25	29,141.58	420,504.76	826,536.49	33.72 %
Expense Total:	1,350,809.00	1,247,041.25	29,141.58	420,504.76	826,536.49	33.72 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-9,745.80	56,532.92	56,532.92	0.00 %

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For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
Department: 000 - UNDESIGNATED Total:	148,133.00	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
Revenue Total:	148,133.00	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
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	54,277.00	0.00	28,795.56	25,481.44	53.05 %
Department: 515 - RESTRICTED PROJECTS Total:	148,133.00	98,836.00	0.00	28,795.56	70,040.44	29.13 %
Expense Total:	148,133.00	98,836.00	0.00	28,795.56	70,040.44	29.13 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	3,187.24	3,187.24	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,804,000.00	2,737,000.00	233,664.47	2,375,976.02	-361,023.98	86.81 %
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	3,067,000.00	233,664.47	2,378,685.02	-688,314.98	77.56 %
Revenue Total:	3,134,000.00	3,067,000.00	233,664.47	2,378,685.02	-688,314.98	77.56 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,544,085.00	1,488,285.00	89,050.26	1,184,174.66	304,110.34	79.57 %
500 - SUPPLIES	297,000.00	289,500.00	8,825.32	242,377.74	47,122.26	83.72 %
600 - CONTRACTUAL SERVICES	810,750.00	807,050.00	77,926.66	713,323.87	93,726.13	88.39 %
800 - DEBT SERVICE	173,868.00	224,203.00	7,487.18	257,243.45	-33,040.45	114.74 %
900 - CAPITAL OUTLAY	308,297.00	257,962.00	0.00	23,859.30	234,102.70	9.25 %
Department: 322 - SANITATION DEPARTMENT Total:	3,134,000.00	3,067,000.00	183,289.42	2,420,979.02	646,020.98	78.94 %
Expense Total:	3,134,000.00	3,067,000.00	183,289.42	2,420,979.02	646,020.98	78.94 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	50,375.05	-42,294.00	-42,294.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	851.25	851.25	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	41,570.98	244,022.52	-5,977.48	97.61 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	41,570.98	244,873.77	-5,126.23	97.95 %
Revenue Total:	250,000.00	250,000.00	41,570.98	244,873.77	-5,126.23	97.95 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Expense Total:	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	41,570.98	244,022.52	244,022.52	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	0.00	27,606.00	-17,394.00	61.35 %
Department: 000 - UNDESIGNATED Total:	45,000.00	45,000.00	0.00	27,606.00	-17,394.00	61.35 %
Revenue Total:	45,000.00	45,000.00	0.00	27,606.00	-17,394.00	61.35 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	45,000.00	45,000.00	0.00	51,466.25	-6,466.25	114.37 %
Department: 112 - COMPUTER ASSESMENTS Total:	45,000.00	45,000.00	0.00	51,466.25	-6,466.25	114.37 %
Expense Total:	45,000.00	45,000.00	0.00	51,466.25	-6,466.25	114.37 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	-23,860.25	-23,860.25	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	2,667.40	35,031.67	25,031.67	350.32 %
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	2,667.40	35,031.67	-1,974,968.33	1.74 %
Revenue Total:	2,010,000.00	2,010,000.00	2,667.40	35,031.67	-1,974,968.33	1.74 %
Expense						
Department: 331 - INDUSTRIAL PARK						
990 - TRANSFERS	0.00	0.00	0.00	252,298.30	-252,298.30	0.00 %
Department: 331 - INDUSTRIAL PARK Total:	0.00	0.00	0.00	252,298.30	-252,298.30	0.00 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,010,000.00	2,010,000.00	29,432.23	822,087.46	1,187,912.54	40.90 %
Department: 600 - CAPITAL PROJECTS Total:	2,010,000.00	2,010,000.00	29,432.23	822,087.46	1,187,912.54	40.90 %
Expense Total:	2,010,000.00	2,010,000.00	29,432.23	1,074,385.76	935,614.24	53.45 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-26,764.83	-1,039,354.09	-1,039,354.09	0.00 %

Budget Report

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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: 07/31/2020

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	4,296.69	40,117.55	30,117.55	401.18 %
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	4,296.69	2,921,157.81	1,671,157.81	233.69 %
Revenue Total:	1,250,000.00	1,250,000.00	4,296.69	2,921,157.81	1,671,157.81	233.69 %
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	574.00	273,837.57	971,162.43	21.99 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,250,000.00	574.00	273,837.57	976,162.43	21.91 %
Expense Total:	1,250,000.00	1,250,000.00	574.00	273,837.57	976,162.43	21.91 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	3,722.69	2,647,320.24	2,647,320.24	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 07/31/2020

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	154,843.92	1,609,820.47	-240,179.53	87.02 %
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	154,843.92	1,609,820.47	-915,179.53	63.76 %
Revenue Total:	2,525,000.00	2,525,000.00	154,843.92	1,609,820.47	-915,179.53	63.76 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	418,715.00	418,715.00	0.00	433,507.00	-14,792.00	103.53 %
900 - CAPITAL OUTLAY	1,106,285.00	1,106,285.00	0.00	0.00	1,106,285.00	0.00 %
950 - TRANSFERS	250,000.00	250,000.00	62,500.00	250,000.00	0.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	1,775,000.00	1,775,000.00	62,500.00	683,507.00	1,091,493.00	38.51 %
Expense Total:	1,775,000.00	1,775,000.00	62,500.00	683,507.00	1,091,493.00	38.51 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	750,000.00	750,000.00	92,343.92	926,313.47	176,313.47	123.51 %
Report Surplus (Deficit):	750,000.00	750,000.00	167,920.68	5,411,171.11	4,661,171.11	721.49 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	16,418.67	2,864,191.91	2,864,191.91
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	8,015.82	8,015.82
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-232,904.67	-232,904.67
015 - AIRPORT FUND	0.00	0.00	-9,745.80	56,532.92	56,532.92
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	3,187.24	3,187.24
022 - ENVIRONMENTAL SERVICES	0.00	0.00	50,375.05	-42,294.00	-42,294.00
023 - LANDFILL ACCOUNT	0.00	0.00	41,570.98	244,022.52	244,022.52
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	-23,860.25	-23,860.25
303 - INDUSTRIAL PARK BOND	0.00	0.00	-26,764.83	-1,039,354.09	-1,039,354.09
311 - PARKING MILL PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	3,722.69	2,647,320.24	2,647,320.24
375 - PARK AND REC TOURISM	750,000.00	750,000.00	92,343.92	926,313.47	176,313.47
Report Surplus (Deficit):	750,000.00	750,000.00	167,920.68	5,411,171.11	4,661,171.11



Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Report
As of July 31, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,465,000	\$ 4,124,576	\$ 31,285,204	(10,179,796)	75.45%
Other Revenue	1,742,000	219,026	1,558,795	(183,205)	89.48%
Total Revenue	\$ 43,207,000	\$ 4,343,602	\$ 32,843,999	(10,363,001)	76.02%
<u>Expenses</u>					
Purchased Power Expense	\$ 32,700,000	\$ 3,480,669	\$ 24,376,111	8,323,889	74.54%
Payroll Expenses	2,384,863	212,031	2,020,749	364,114	84.73%
Operating Expenses	1,021,500	99,299	728,543	292,957	71.32%
Maintenance Expense	1,295,500	112,123	970,183	325,317	74.89%
Capital Expense	4,362,099	712,754	3,349,707	1,012,392	76.79%
Debt Expense	490,925	-	490,925	-	100.00%
Tax Equivalency	1,365,000	113,750	1,137,500	227,500	83.33%
Total Expenses	\$ 43,619,887	\$ 4,730,626	\$ 33,073,718	10,546,169	75.82%
Total Revenue Over Expenses	\$ (412,887)	\$ (387,024)	\$ (229,719)	\$ 183,168	55.64%

****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 July 31, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 6,700,000	\$ 661,345	\$ 5,462,353	(1,237,647)	81.53%
Other Revenues	2,079,761	18,385	870,867	(1,208,894)	41.87%
Total Revenues	\$ 8,779,761	\$ 679,730	\$ 6,333,220	(2,446,541)	72.13%
<u>Expenses</u>					
Payroll Expense	\$ 1,796,908	\$ 163,664	\$ 1,526,426	270,482	84.95%
Operating Expense	1,407,500	112,319	1,117,945	289,555	79.43%
Maintenance Expense	2,112,255	167,760	1,824,458	287,797	86.37%
Capital Expense	2,129,250	23,844	719,426	1,409,824	33.79%
Debt Expense	1,496,575	86,224	1,244,738	251,837	83.17%
Total Expenses	\$ 8,942,488	\$ 553,811	\$ 6,432,993	2,509,495	71.94%
Total Revenues Over Expenses	\$ (162,727)	\$ 125,919	\$ (99,773)	\$ 62,954	61.31%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 08/18/2020
PAGE: 1

SUBJECT: Request permission to accept an \$170,000 Assistance to Firefighters Grant. This is a matching grant and the city would be required to provide a match of \$15,454.55. This grant would be used to provide Exhaust Removal Systems for each of the 5 fire stations.

AMOUNT & SOURCE OF FUNDING : Machinery & Equipment (001-261-730-550)

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow SFD permission to accept an \$170,000 Assistance to Firefighters Grant. This is a matching grant and the city would be required to provide a match of \$15,454.55. This grant would be used to provide Exhaust Removal Systems for each of the 5 fire stations.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Charles Yarbrough
STARKVILLE, CITY OF
110 WEST MAIN STREET CITY HALL
STARKVILLE, MS 39759



EMW-2019-FG-03099

Dear Charles Yarbrough,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$154,545.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$15,454.55 for a total approved budget of \$170,000.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: STARKVILLE, CITY OF

DUNS number: 095707444

Award number: EMW-2019-FG-03099

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$170,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$154,545.45
Non-federal	\$15,454.55
Total	\$170,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Modify facilities

Source Capture Exhaust System(s)

DESCRIPTION

Station 5-1 drop Exhaust Removal System with hoses, attachments, railing to remove exhaust from bay, adjacent to sleeping quarters. Will meet NFPA 1500, OSHA, & NIOSH recommendations.

QUANTITY	UNIT PRICE	TOTAL
1	\$20,000.00	\$20,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$28,000.00** to **\$20,000.00**

JUSTIFICATION

This reduction is because the cost you requested for source capture exhaust system exceeds the average price range calculated from market research and prior awards for the same item.

Source Capture Exhaust System(s)

DESCRIPTION

Station 3-2 drops Exhaust Removal System with hoses, attachments, railing to remove exhaust from bay, adjacent to sleeping quarters. Will meet NFPA 1500, OSHA, & NIOSH recommendations.

QUANTITY	UNIT PRICE	TOTAL
1	\$30,000.00	\$30,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$39,500.00** to **\$30,000.00**

JUSTIFICATION

This reduction is because the cost you requested for source capture exhaust system exceeds the average price range calculated from market research and prior awards for the same item.

Source Capture Exhaust System(s)

DESCRIPTION

Station 1- Exhaust Removal System with hoses, attachments, railing to remove exhaust from bay, adjacent to sleeping quarters. Will meet NFPA 1500, OSHA, & NIOSH recommendations. 4 drops.

QUANTITY	UNIT PRICE	TOTAL
1	\$50,000.00	\$50,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$62,500.00** to **\$50,000.00**

JUSTIFICATION

This reduction is because the cost you requested for source capture exhaust system exceeds the average price range calculated from market research and prior awards for the same item.

Source Capture Exhaust System(s)

DESCRIPTION

Station 4-2 drops-Exhaust Removal System with hoses, attachments, railing to remove exhaust from bay, adjacent to sleeping quarters. Will meet NFPA 1500, OSHA, & NIOSH recommendations.

QUANTITY	UNIT PRICE	TOTAL
1	\$30,000.00	\$30,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$39,500.00** to **\$30,000.00**

JUSTIFICATION

This reduction is because the cost you requested for source capture exhaust system exceeds the average price range calculated from market research and prior awards for the same item.

Source Capture Exhaust System(s)

DESCRIPTION

Station 2-3 drops-Exhaust Removal System with hoses, attachments, railing to remove exhaust from bay, adjacent to sleeping quarters. Will meet NFPA 1500, OSHA, & NIOSH recommendations.

QUANTITY	UNIT PRICE	TOTAL
1	\$40,000.00	\$40,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$51,000.00** to **\$40,000.00**

JUSTIFICATION

This reduction is because the cost you requested for source capture exhaust system exceeds the average price range calculated from market research and prior awards for the same item.

JMCM Enterprises LLC

PO Box 252

Five Points, AL 36855

Invoice

Date	Invoice #
8/6/2020	INV2020-047

Bill To

City of Starkville
RE: Starkville FD
110 West Main Street
Starkville, MS 39759

Please make check payable to:
JMCM Consulting

Terms

Net 30

Due Date

9/5/2020

Item	Description	Amount
Professional Services	Assistance to Firefighter Grant Program	7,359.31
	EMW-2019-FG-03099	
	\$170,000-Total Project	
	\$154,545.45-FEMA Award	
	\$15,454.55-Department Match	
	\$7,359.31-JMCM Fee	

Thank you for your business. We appreciate it very much.

Total \$7,359.31

Terms are Net 30.

A late payment fee of \$25 will be added after each 30 days until payment is made.

Phone #

334-864-0094

E-mail

cmonroe@jmcmconsulting.com

EIN:

27-3743883

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 18, 2020
Page: 1

SUBJECT:

Request authorization to hire Jesi Marsh, Megan Aucoin and Terry Clay Thompson, as Entry Level Firefighters and to hire Savanna Sanchez as a part time firefighter in the Starkville Fire Department and to retain the candidates from the selection process held on August 18, 2020 for consideration to fill any additional vacant positions in the Starkville Fire Department due to retirements, resignation or terminations, to the Starkville Fire Department within a period of 90 days.

AMOUNT & SOURCE OF FUNDING:

Jesi Marsh - Grade 5, Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

Terry Clay Thompson - Grade 5, Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

Megan Aucoin - Grade 5, Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

Savanna Sanchez- This position will be paid only for actual hours worked, not to exceed twenty (24) hours per shift at \$11.50 per hour. This position will not be eligible for benefits..

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

These positions are replacing Herman Ware, Matthew Schober, and Garrett Heaton who resigned. The part-time firefighter and part time firefighter Ricky Williams.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire hire Jesi Marsh, Megan Aucoin and Terry Clay Thompson, as Entry Level Firefighters and to hire Savanna Sanchez as a part time firefighter in the Starkville Fire Department and to retain the candidates from the selection process held on August 18, 2020 for consideration to fill any additional vacant positions in the Starkville Fire Department due to retirements, resignation or terminations, to the Starkville Fire Department within a period of 90 days.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 18, 2020
Page: 1

SUBJECT:

Request authorization to hire Jaylin Boyd, Keon Clanton, and Jakava Evans as Maintenance Workers for the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Jaylin Boyd - Grade 4, Annual Salary of \$21,840.00 (\$10.50 per hour) for entry level based on 2080 hours

Keon Clanton - Grade 4, Annual Salary of \$21,840.00 (\$10.50 per hour) for entry level based on 2080 hours

Jakava Evans - Grade 4, Annual Salary of \$21,840.00 (\$10.50 per hour) for entry level based on 2080 hours

FISCAL NOTE:

Budgeted from line item # 022-322-440-114

AUTHORIZATION HISTORY:

Two of the position were previously held by Roger Richardson and Eriq Purnell who resigned.

Marquis Jordan is being transferred to another city department after his full release from medical care.

REQUESTING DEPARTMENT:

Starkville Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Jaylin Boyd, Keon Clanton, and Jakava Evans as Maintenance Workers for the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 18, 2020
Page: 1

SUBJECT:

Request authorization to hire John Trantum as a Grounds Maintenance Worker and Chandler Bowman as a Aircraft Lineman for the Airport Department.

AMOUNT & SOURCE OF FUNDING:

These position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. These position, will not be eligible for benefits.

FISCAL NOTE:

Funds are available and budgeted within the Department: Account 015-505-430-109

AUTHORIZATION HISTORY:

These position were previously held by Shy Link and John Sharp who resigned.

REQUESTING DEPARTMENT:

Airport

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire John Trantum as a Grounds Maintenance Worker and Chandler Bowman as a Aircraft Lineman for the Airport Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 8/18/2020
PAGE: 1 of 1**

SUBJECT: Request approval to declare the following (10) Police vehicles as surplus, and authorization to list these vehicles on govdeals.com.

1.) 2010 white Police Ford Crown Victoria	VIN:2FABP7BV1AX117326
2.) 2008 white Police Ford Crown Victoria	VIN:2FAFP71V78X122432
3.) 2007 white Police Ford Crown Victoria	VIN:2FAFP71W97X151907
4.) 2010 white Police Ford Crown Victoria	VIN:2FABP7BV7AX117332
5.) 2004 white Police Ford Crown Victoria	VIN:2FAFP71W54X169607
6.) 2004 white Police Ford Crown Victoria	VIN:2FAFP71W84X169598
7.) 2007 white Police Ford Crown Victoria	VIN:2FAFP71W57X151905
8.) 2007 white Police Ford Crown Victoria	VIN:2FAFP71W67X151900
9.) 2007 black Police Ford Crown Victoria	VIN:2FAFP71W67X151895
10) 2004 white Police Ford Crown Victoria	VIN:2FAFP71WX4X169599

AMOUNT & SOURCE OF FUNDING: N/A

LINE ITEM N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Lt. Tom Roberson 662-769-4409

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Move for approval to declare the following (2) Police vehicles as surplus, and authorization to list these vehicles on govdeals.com.

2010 white Police Ford Crown Victoria	VIN:2FABP7BV1AX117326
2008 white Police Ford Crown Victoria	VIN:2FAFP71V78X122432
2007 white Police Ford Crown Victoria	VIN:2FAFP71W97X151907
2010 white Police Ford Crown Victoria	VIN:2FABP7BV7AX117332
2004 white Police Ford Crown Victoria	VIN:2FAFP71W54X169607
2004 white Police Ford Crown Victoria	VIN:2FAFP71W84X169598
2007 white Police Ford Crown Victoria	VIN:2FAFP71W57X151905
2007 white Police Ford Crown Victoria	VIN:2FAFP71W67X151900
2007 black Police Ford Crown Victoria	VIN:2FAFP71W67X151895
2004 white Police Ford Crown Victoria	VIN:2FAFP71WX4X169599