



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
September 1, 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

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

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

REGULAR MEETING OF TUESDAY, SEPTEMBER 1, 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 AUGUST 4, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 14, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 18, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
Importance of completing Census reports

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

JEREMIAH DUMAS PROVIDING AN UPDATE ON THE SMART TRANSIT OPERATIONS CURRENT USAGE AND THE ROUTES AND PROJECTIONS FOR FISCAL YEAR 2020-2021

VIII. PUBLIC HEARING

1. SECOND PUBLIC HEARING ON THE FISCAL YEAR 2020-2021 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.
2. PUBLIC HEARING AND CONSIDERATION OF VA 20-09 A REQUEST FOR A VARIANCE FROM THE REQUIRED AMOUNT OF PARKING FOR A PROPOSED CONDOMINIUM DEVELOPMENT LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF GUEST DRIVE AND MALLORY LANE IN A C ZONING DISTRICT WITH THE PARCEL NUMBERS 103A-00-001.42 AND 103A-00-001.43.
3. PUBLIC HEARING AND CONSIDERATION OF VA 20-07 A REQUEST FOR A VARIANCE FROM REQUIRED LOT SIZE AND DIMENSIONS LOCATED ON THE 798 PINE CIRCLE IN A SD-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102H-00-113.01.

4. PUBLIC HEARING AND CONSIDERATION OF SE 20-16 A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA C APPROXIMATELY 529 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.
5. PUBLIC HEARING AND CONSIDERATION OF SE 20-17 A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA P APPROXIMATELY 3,927 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

X. BOARD BUSINESS

- A. CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2020-2021 TAX MILLAGE RESOLUTION OF 30.13 FOR THE CITY OF STARKVILLE.
- B. CONSIDERATION OF THE FISCAL YEAR 2020-2021 BUDGET FOR THE CITY OF STARKVILLE.

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 BUILDING AND PROPERTY LOCATED AT 124 YELLOW JACKET DRIVE WITH THE PARCEL NUMBER 102H-00-038.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 25, 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. REQUEST AUTHORIZATION TO NAME CADENCE BANK AS THE MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.
3. REQUEST APPROVAL OF THE SOURCE OF SUPPLY BIDS FOR THE STREET AND SANITATION FOR THE PERIOD OF OCTOBER 1, 2020 – SEPTEMBER 30, 2021.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SCOTT OSBORNE AS A WATER OPERATIONS MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE HAILEY NASON, DIEGO SOROMENESES, AND ODIE RUSH AS ENTRY LEVEL POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE CAYLA DAVIS AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE MARY BROOKS AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO TRANSFER MARQUIS JORDAN FROM THE SANITATION DEPARTMENT TO PARKS AND RECREATION DEPARTMENT AS A MAINTENANCE WORKER.

6. REQUEST AUTHORIZATION TO HIRE JERALD "LYLE" MECASKEY AS THE COMMUNITY DEVELOPMENT ADMINISTRATOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE BILLY SHED AS ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ACCEPT FY21 MISSISSIPPI OFFICE OF HIGHWAY SAFETY 100% REIMBURSABLE DUI GRANT FOR FUNDING OF TWO (2) DUI OFFICERS AND APPROXIMATELY 540 HOURS IN OVERTIME UP TO \$81,100.

2. CONSIDERATION TO ACCEPT FY21 MISSISSIPPI OFFICE OF HIGHWAY SAFETY 100% REIMBURSABLE POLICE TRAFFIC SAFETY GRANT FOR FUNDING OF OVERTIME UP TO \$16,000.

3. REQUEST APPROVAL TO DECLARE A 2006 DODGE CHARGER, VIN:2B3LA53H26H478581, AS SURPLUS, AND LIST ON GOVDEAL.COM.

4. REQUEST APPROVAL TO RENEW THE 1-YEAR CRADLE POINT RENEWAL OF NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) APPLIES TO IBR 1700 SERVICE AND SUPPORT PROVIDED BY CRADLEPOINT AT A COST OF \$7,920.00 THROUGH 8/29/2021.

5. REQUEST AUTHORIZATION TO APPROVE THE TESTING PROCEDURES FOR PROMOTION IN THE STARKVILLE POLICE DEPARTMENT.

6. REQUEST APPROVAL TO PURCHASE NEMA BOX SURVEILLANCE SYSTEM WITH CANON VB-M44 CAMERA AND 4G MODEM INCLUDING ENCLOSURE, BRACKETS, INTELLIGENT RESET DEVICE, HARDWIRED POWER SUPPLY FROM COVERT TRACK GROUP, INC. AT A COST OF \$21,195.00, THE LOWER OF TWO QUOTES, TO BE REIMBURSED 100% BY GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR UTILITY MAINTENANCE TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH SUBSTATION TESTING & MAINTENANCE FOR THE SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A POWER SUPPLY FLEXIBILITY AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA).
3. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO ENTER INTO A GENERAL DELIVERY POINT AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA) TO SUPPLY 161KV TO THE NEW SOUTHWEST SUBSTATION.
4. REQUEST AUTHORIZATION TO DECLARE THE OLD AND REMOVED WATER DIVISION WATER METERS AND METER HEADS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL ON GOVDEALS.COM.
5. REQUEST AUTHORIZATION FOR VACUUM TRUCK SALES AND SERVICE TO CONDUCT NECESSARY REPAIRS TO THE WATER DIVISION CCTV TRUCK AND CAMERA IN THE AMOUNT NOT TO EXCEED \$8,000.00.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

- Personnel

XV. **OPEN SESSION**

XVI. **RECESS UNTIL SEPTEMBER 15, 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: 9-01-20
PAGE: 1 of 31

SUBJECT: Request approval of the minutes of the August 4, 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 August 4, 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
August 4, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on August 4, 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 Sandra Sistrunk, David Little, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Ben Carver, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

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:

The Mayor called for any changes to the agenda. There being none, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the August 4, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, AUGUST 4, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE JULY 7, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

Importance of completing Census reports

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

STARKVILLE PUBLIC LIBRARY PRESENTATION BY LIBRARY DIRECTOR PHILLIP CARTER.

VIII. PUBLIC HEARING

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

B. PUBLIC HEARING AND CONSIDERATION OF SE 20-09 A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA K APPROXIMATELY 2,035 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

C. PUBLIC HEARING AND CONSIDERATION OF SE 20-10 A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA G&H APPROXIMATELY 1,632 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

D. PUBLIC HEARING AND CONSIDERATION OF SE 20-13 A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA N&O APPROXIMATELY 3,727 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

E. PUBLIC HEARING AND CONSIDERATION OF SE 20-12 A SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF A “RECREATIONAL VEHICLE PARKS” AND “MINI-STORAGE” FACILITY ON THE WEST SIDE OF LOUISVILLE STREET APPROXIMATELY 800 FEET (0.15 MILES) NORTH OF WARRIOR DRIVE IN A R-N ZONING DISTRICT.

F. PUBLIC HEARING AND CONSIDERATION OF UE 20-01 A USE EXCEPTION TO ALLOW FOR A “PLACE OF WORSHIP” AT 708 TAYLOR ROAD SUITE B&C IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102E-00-196.02.

- G. PUBLIC HEARING AND CONSIDERATION OF VA 20-05 A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS LOCATED AT 605 DR. MARTIN LUTHER KING JR. DRIVE EAST IN A S-1 WITH THE PROPERTY #117N-00-001.1 (STARKVILLE UTILITIES OPERATION CENTER ADDITION).

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

X. BOARD BUSINESS

- A. CONSIDERATION OF MAKING THE APPOINTMENT OF JERRY TONEY, SOLE APPLICANT, TO THE LINK BOARD FOR THE TERM BEGINNING SEPTEMBER 1, 2020 TO AUGUST 31, 2022.
- B. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE 2020-2021 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE TO BE HELD AT THE AUGUST 18, 2019 MEETING.

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

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF THE STANDARD MASTER AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 28, 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. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2020 –SEPTEMBER 30, 2021.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SAMANTHA GILLEN AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE MEAGAN WARD AS AN ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL TO ADVERTISE FOR BIDS AS COMPLETED BY THE DESIGN TEAM AND APPROVED BY THE CITY DRC PROCESS FOR THE CORNERSTONE SPORTS COMPLEX PROJECT WITH THE BIDS TO INCLUDE TURF, BUILDINGS, AND THE OVERALL GENERAL CONTRACT FOR CONSTRUCTION OVER THE NEXT FOUR MONTHS.

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 ADVERTISE FOR BIDS FOR AUTOTRANSFORMER FOR THE STARKVILLE PRIMARY 161/69 KV SUBSTATION (MATERIAL ONLY).

2. REQUEST AUTHORIZATION TO AWARD THE LOWEST AND BEST BID TO WORSHAM BROTHER CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER EXPANSION AND RENOVATIONS TO ALLOW COMBINING WATER AND ELECTRIC OPERATION AT ONE SITE IN AN AMOUNT NOT TO EXCEED \$1,978,000.00 WHICH WILL NOT INCLUDE ALTERNATE #1 (\$17,000.00).

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL AUGUST 18, 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 – 14:

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 7, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JULY 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 17, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of extending the Proclamation of a Local Emergency Due to the Covid-19 virus for an additional thirty (30) days” is enumerated, this consent item is thereby approved.

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi**

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of

the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: August 4, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION OF MAKING THE APPOINTMENT OF JERRY TONEY, SOLE APPLICANT, TO THE LINK BOARD FOR THE TERM BEGINNING SEPTEMBER 1, 2020 TO AUGUST 31, 2022.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of reappointing Jerry Toney, sole applicant, as the GTR Link Advisory Board member for the City of Starkville for the term beginning September 1, 2020 to August 31, 2022” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE 2020-2021 BUDGET AND TAX LEVY FOR THE CITY OF STARKVILLE TO BE HELD AT THE AUGUST 18, 2019 MEETING.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to set Public Hearings on the tax millage and budget to be held August 18, 2020 and September 1, 2020 for the City of Starkville for Fiscal Year 2020 – 2021, with adoption scheduled at the September 1, 2020 meeting” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE STANDARD MASTER AGREEMENT BETWEEN CITY OF STARKVILLE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the Standard Master Agreement between the City of Starkville and Kimley-Horn and Associates, Inc. for continuing professional services” is enumerated, this consent item is thereby approved. (Agreement on following page)

8. CONSIDERATION FOR THE CITY CLERK’S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2020 – SEPTEMBER 30, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for source of supply for the Street and Sanitation (General City) for the period of October 1, 2020 –September 30, 2021” is enumerated, this consent item is thereby approved.

This is an example of an IPO.

INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and _____ (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: _____

Specific scope of basic Services: _____

Additional Services if required: _____

Schedule: _____

Deliverables: _____

Terms of compensation: _____

Other special terms of Individual Project Order: _____

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	City of Starkville, MS				
Mailing Address for Invoices	110 West Main Street / Starkville, MS 39759				
Federal ID Number	64-6001082				
Contact for Billing Inquiries	Leanne McGarr, Accounts Payable				
Contact's Phone and e-mail	662-323-2525 ext. 5002				
Client is (check one)	Owner	☒	Agent for Owner	☐	Unrelated to Owner

9. CONSIDERATION TO ADVERTISE FOR MUNICIPAL DEPOSITORY FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Municipal Depository for the City of Starkville” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE SAMANTHA GILLEN AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Samantha Gillen as a Certified Police Officer” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE MEAGAN WARD AS AN ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Meagan Ward as an Accountant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR BIDS AS COMPLETED BY THE DESIGN TEAM AND APPROVED BY THE CITY DRC PROCESS FOR THE CORNERSTONE SPORTS COMPLEX PROJECT WITH THE BIDS TO INCLUDE TURF, BUILDINGS, AND THE OVERALL GENERAL CONTRACT FOR CONSTRUCTION OVER THE NEXT FOUR MONTHS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to authorize bids as completed by the Design Team and approved by the City DRC process for the Cornerstone Sports Complex Project with the bids to include turf, buildings, and the overall general contract for construction over the next four months” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR BIDS FOR AUTOTRANSFORMER FOR THE STARKVILLE PRIMARY 161/69 KV SUBSTATION (MATERIAL ONLY).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for autotransformer for the Starkville Primary 161/69 kV Substation (Material Only)” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO AWARD THE LOWEST AND BEST BID TO WORSHAM BROTHER CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER EXPANSION AND RENOVATIONS TO ALLOW COMBINING WATER AND ELECTRIC OPERATION AT ONE SITE IN AN AMOUNT NOT TO EXCEED \$1,978,000.00 WHICH WILL NOT INCLUDE ALTERNATE #1 (\$17,000.00).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the August 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to award the lowest and best bid to Worsham Brother Construction, LLC for the construction of the Starkville Utilities electric operations center expansion and renovations to allow combining water and electric operation at one site in an amount not to exceed \$1,978,000.00 which will not include Alternate #1 (\$17,000.00)” is enumerated, this consent item is thereby approved.

JBHM Architects, PA
PO Box 9127 (39705)
104 3rd Street South
Columbus, Mississippi 39701

662 329 4883
FAX 662 329 2725
EMAIL info@jbhm.com

July 29, 2020

Mr. Terry N. Kemp. P.E.
Starkville Utilities
200 North Lafayette Street
Starkville, MS 39759

RE: **STARKVILLE UTILITIES
OPERATIONS FACILITY ADDITIONS AND RENOVATIONS
STARKVILLE MISSISSIPPI**

Dear Mr. Kemp:

Bids for the above referenced project were opened on July 28, 2020 at the offices of Starkville Utilities, 200 North Lafayette Street. A total of eight (8) bids were received with the apparent low bidder being Worsham Brothers Construction, LLC submitting a bid of \$1,995,000.

JBHM recommends an award of the construction contract to Worsham Brothers Construction, LLC in an amount not to exceed \$1,978,000 which will not include Alternate #1 (\$17,000).

Please advise as to how you wish for us to proceed. Should you have any questions, please do not hesitate to contact me.

Sincerely,



William D. Whittle, Assoc AIA
Senior Project Manager

Enclosure: Certified Bid Tabulation, (8) Bid Proposals and Bid Bonds

cc: JBHM File 20003.00.13

OFFICES
Biloxi, C.A.
Columbus
Jackson
Tupelo

PRINCIPALS
JOSEPH S. HENDERSON, AIA
RICHARD H. MCNEEL, AIA
WILLIAM M. LEWIS, AIA



Project Number 20003.00		Project Name: Operations Facility Additions and Renovations		Starkville Utilities		Opening Date 7/28/2020		Opening Time 2:00 p.m.		P O Box 9127		Columbus, MS 39705-9127		662-329-4883	
Contractor		A.S.Fornea Construction, LLC	Alliant Construction, Division of Ergon Construction Group, Inc.	Amason & Associates, Inc.	Burks Mordecai Builders, Inc.	Flagstar Construction Company, Inc.	Hooker Construction, Inc.	T & M Steel	WAR Construction, Inc.	Worsham Brothers Construction, LLC					
Certificate of Responsibility		17370-MC	06809-MC	13249-MC	08855-MC	10817-MC	03552-MC	05598-MC	No Bid	21549-MC					
Surety Company		General Casualty Company of Wisconsin	Western Surety Company	Liberty Mutual Insurance Company	Travelers Casualty and Surety Company of America	Arch Insurance Company	Western Surety Company	North American Specialty Insurance Company		American Contractors Indemnity Company					
Addendums 1, 2, 3 & 4 Acknowledged		Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes					
BASE BID		\$ 2,260,000.00	\$ 2,154,000.00	\$ 2,300,000.00 \$ (66,000.00) deduct	\$ 2,160,000.00 \$ 7,500.00 add	\$ 2,491,000.00	\$ 2,380,000.00	\$ 2,177,000.00	\$ -	\$ 1,978,000.00					
Alt. No 1 (ADD) Lighting Replacement		\$ 19,000.00	\$ 17,400.00	\$ 17,000.00	\$ 18,500.00	\$ 17,000.00	\$ 18,600.00	\$ 17,700.00	\$ -	\$ 17,000.00					
Total Bid		\$ 2,279,000.00	\$ 2,171,400.00	\$ 2,251,000.00	\$ 2,186,000.00	\$ 2,508,000.00	\$ 2,398,600.00	\$ 2,194,700.00	\$ -	\$ 1,995,000.00					
Complete entire work in 270 consecutive calendar days															

Certified Correct By:  William D. Whittle, Assoc AIA, Senior Project Manager

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill reminded everyone of the importance of completing a 2020 census form. This information is used for state and school funding as well as state and national government representation.

The Mayor encouraged everyone to ride out to view the Partnership School. She stated that the school will provide an exciting learning environment for 6th and 7th grades.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted the Partnership School will also provide a unique learning opportunity for MSU education majors.

Alderwoman Sistrunk discussed the effect of the pandemic on the FY21 budget and the future of the BUILD Grant.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern by the citizens with Covid-19 and the upcoming elections. He asked that all possible precautions be taken.

Chris Thompson thanked local officials for their service to the community and citizens. He then read Proverbs 3: 5-6 and asked them to keep God first in all their decisions.

PUBLIC APPEARANCES:

STARKVILLE PUBLIC LIBRARY PRESENTATION BY LIBRARY DIRECTOR PHILLIP CARTER.

Phillip Carter encouraged everyone to obtain a library card and join the Friends of the Library as a means of support for the local library. He noted they are currently conducting a community needs assessment in order to provide the services to citizens which are most needed. He has established five year goals for the city and plans to accommodate the needs of the community as times change. The majority of the funding comes from local funding authorities. He addressed the failing HVAC system and requested additional funding from the City. He asked that anyone with questions or suggestions contact the library.

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF 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, Ward 7, asked that all persons be respectful and peaceful at all gatherings.

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

15. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES, ARTICLE III. SECTION 82-51 ET SEQ. ASSEMBLIES, PARADES AND PROCESSIONS.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve amending the City of Starkville ordinance dated 9-18-2018; Article III. Assemblies, Parades and Processions; Sec. 82-51 et seq.

The Board voted as follows:

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

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

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

- **ARTICLE III. - ASSEMBLIES, PARADES AND PROCESSIONS**^[2]
- **DIVISION 1. - GENERALLY**
- **Sec. 82-51. - Enforcement.**

Nothing contained in this article shall prohibit the authority of any police officer to arrest a person engaged in any acts or activities for which a permit has been granted under the city's special events policy or the First Amendment assemblies policy, if the conduct of such person violates the laws, or if such person obstructs the public streets and sidewalks of the city or engages in acts that cause a breach of the peace.

(Code 1977, § 18-74; Ord. of 9-18-2018)

- **Sec. 82-52. - Dispersal of activity.**

Whenever the free passage of any street or sidewalk in the city shall be obstructed by a crowd, congregation, parade, meeting, assembly or procession, or the conduct of two or more persons, except as authorized by any permit issued pursuant to the city's special events policy or the First Amendment assemblies policy, the persons comprising such group shall disperse or move when directed to do so by a police officer. It shall be unlawful for any person to refuse such direction to move or disperse and such refusal shall be a violation of this article.

(Code 1977, § 18-83; Ord. of 9-18-2018)

- **Secs. 82-53—82-65. - Reserved.**
- **DIVISION 2. - PERMIT**
- **Sec. 82-66. - Required.**

It shall be unlawful for any person to organize or hold or participate in any parade, meeting, assembly or procession of persons and/or vehicles on the streets or sidewalks within the city unless such activity shall have first been authorized by a written permit pursuant to the city's special events policy or First Amendment assemblies policy with approval of the Mayor or the Starkville Board of Aldermen, as the case may be, pursuant to those policies.

(Code 1977, § 18-75; Ord. of 9-18-2018)

- **Sec. 82-67. - Application.**

Any person desiring a permit required by the provisions of this division shall make application therefor to the community development department through the city's special events or First Amendment assemblies' application process.

(Code 1977, § 18-76; Ord. of 9-18-2018)

- **Sec. 82-68. - Public health, safety, and welfare.**

In analyzing a special event or First Amendment assemblies' application as part of the city's special events committee or First Amendment assemblies' application review process, the chief of police, or his designee, shall consider:

The number of persons to participate;

Anticipated traffic conditions at the time and date proposed for the activity;

Schedule of other similar activities for which permits may have been issued;

Adequacy of adult supervision for any minors scheduled to participate;

Availability of city personnel whose presence on duty may be required by the activity and by the necessity to protect the general public; and

Adequacy of public facilities in the location proposed for the activity to accommodate the proposed activity and the normal public use of public facilities in the proposed location.

(Code 1977, § 18-77; Ord. of 9-18-2018)

- **Sec. 82-69. - Issuance.**

The special events permit or First Amendment assemblies permit required by this division shall be issued by the city upon application therefor and approval by the Mayor or the Starkville Board of Aldermen, as the case may be, pursuant to the City's Special Events Policy or First Amendment Assemblies Policy.

(Code 1977, § 18-78; Ord. of 9-18-2018)

- **Sec. 82-70. - Modifications.**

If the chief of police or his designee, acting in their roles on the Special Events Committee as outlined in the city's special events policy or as required by the First Amendment assemblies permit policy, determines from the application for a permit under this division that the proposed parade or march will unduly interfere with and impede traffic on the public streets, alleys and ways over which the parade or march will pass, and/or the public streets, alleys and ways that intersect the public streets, alleys and ways over which the parade or march will pass, he shall so advise the applicant in writing and shall suggest such modifications in the application which, if made, will not unreasonably interfere with and impede normal traffic on the public streets, alleys and ways by such parade or march. Such modifications may include:

- (1) Changing or altering the route of the march or parade;
- (2) Changing the date and/or time of day the parade or march will be made;
- (3) Changing or altering the length of the march or parade;
- (4) Changing the width of the parade or march, i.e. from requiring the whole width of the public street, alley or way to a lesser part of the width, to be specified;
- (5) Any combination of the foregoing suggested areas of modifications;
- (6) Any other modification that will cause such parade or march to not unduly interfere with and impede normal traffic on such public streets, alley and ways of the city.

(Code 1977, § 18-79; Ord. of 9-18-2018)

- **Sec. 82-71. - Deviation from conditions of permit.**

It shall be unlawful for any person participating in any act or activity for which a special events permit or First Amendment assemblies permit has been granted under the provisions of this division to deviate from or alter any of the terms or conditions of such permit. The city shall prosecute any such unlawful activity and seek appropriate penalties pursuant to sections [1-10](#) and [1-11](#) of the City's Code of Ordinances.

(Code 1977, § 18-80; Ord. of 9-18-2018)

- **Sec. 82-72. - Display.**

Every person having a special events permit or a First Amendment assemblies permit issued under the provisions of this division shall have such permit in his possession during the activity permitted thereby, and shall display such permit upon the request of any law enforcement officer. Failure to display such permit shall be deemed a misdemeanor.

(Code 1977, § 18-81; Ord. of 9-18-2018)

- **Sec. 82-73. - Revocation.**

Any permit issued under the provisions of this division may be revoked by the chief of police, or his designee, for the violation by the permittee of any law.

(Code 1977, § 18-82; Ord. of 9-18-2018)

- **Sec. 82-74. - Contents; filing of copy.**

Upon issuance of a special events permit or a First Amendment assemblies permit required by this division, the permit shall contain therein all information contained in the application therefor and a signed copy of such permit shall be kept with the application in the city's community development department.

(Code 1977, § 18-84; Ord. of 9-18-2018)

- **Secs. 82-75—82-90. - Reserved.**

PUBLIC HEARING AND CONSIDERATION OF SE 20-09: A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA K APPROXIMATELY 2,035 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

City Planner Daniel Havelin presented Special Exception request 20-09. The applicant, Miesha Edwards, is seeking a Special Exception to place a manufactured home on Area K of the subject property. The subject property is 16th Section land owned by the Starkville Oktibbeha Consolidated School District. The School District has identified several areas along the west side of Sand Road as lease areas for Manufactured Homes. The property is located within an R-N zoning district with the parcel number 105-16-002.00.

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

The applicant, Miesha Edwards, thanked the Mayor and Board for their consideration.

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

16. CONSIDERATION OF SE 20-09: A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREA K APPROXIMATELY 2,035 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

Alderman Vaughn, duly seconded by Alderman Little, offered a motion approving SE 20-09: a request for Special Exception to allow a manufactured home on the west side of Sand Road in Area K. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 20-10 A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREAS G & H APPROXIMATELY 1,632 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

City Planner Daniel Havelin presented Special Exception request 20-10. The applicant, Tyler Dooley, is seeking a Special Exception to place a manufactured home on Areas G & H of the subject property. The subject property is 16th Section land owned by the Starkville Oktibbeha Consolidated School District. The School District has identified several areas along the west side of Sand Road as lease areas for Manufactured Homes. The property is located within an R-N zoning district with the parcel number 105-16-002.00.

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

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

17. CONSIDERATION OF SE 20-10: A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREAS G&H APPROXIMATELY 1,632 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

Alderman Little, duly seconded by Alderman Vaughn, offered a motion approving SE 20-10: a request for Special Exception to allow a manufactured home on the west side of Sand Road in Area G&H. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 20-13: A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREAS N & O APPROXIMATELY 3,727 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

City Planner Daniel Havelin presented Special Exception request 20-13. The applicant, Paris Fuller, is seeking a Special Exception to place a manufactured home on Area N&O of the subject property. The subject property is 16th Section land owned by the Starkville Oktibbeha Consolidated School District. The School District has identified several areas along the west side of Sand Road as lease areas for Manufactured Homes. The property is located within an R-N zoning district with the parcel number 105-16-002.00.

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

The applicant, Paris Fuller, thanked the Mayor and Board for their consideration.

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

18. CONSIDERATION OF SE 20-13: A SPECIAL EXCEPTION TO ALLOW FOR A MANUFACTURED HOME ON THE WEST SIDE OF SAND ROAD IN AREAS N & O APPROXIMATELY 3,727 FEET SOUTH OF LOUISVILLE STREET IN A R-N ZONING DISTRICT.

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion approving SE 20-13: Special Exception to allow a manufactured home on the west side of Sand Road in Areas N & O. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 20-12: A SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF A “RECREATIONAL VEHICLE PARK” AND “MINI-STORAGE” FACILITY ON THE WEST SIDE OF LOUISVILLE STREET APPROXIMATELY 800 FEET (0.15 MILES) NORTH OF WARRIOR DRIVE IN A R-N ZONING DISTRICT.

City Planner Daniel Havelin presented Special Exception request 20-12. The applicant, Kim Moreland of Moreland Holdings, is seeking a Special Exception to allow for a “Recreational Vehicle Park” and “Mini-Storage” facility on the west side of Louisville Street approximately 800 feet north of Warrior Drive. The subject property is 16th Section land owned by the Starkville Oktibbeha Consolidated School District. The applicant has entered into an agreement with the School District to lease 10.06 acres directly north of their current business Moreland RV Park. The lease area would be an extension of the business with additional storage units and RV spots. The property is located within a R-N zoning district with the parcel number 105 -16-019.00.

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

Willis Owens of Pritchard Engineering, representing Moreland Holdings, was available for questions.

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

19. CONSIDERATION OF SE 20-12: A SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF A “RECREATIONAL VEHICLE PARK” AND “MINI-STORAGE” FACILITY ON THE WEST SIDE OF LOUISVILLE STREET APPROXIMATELY 800 FEET (0.15 MILES) NORTH OF WARRIOR DRIVE IN A R-N ZONING DISTRICT.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve SE 20-12: a request for Special Exception to allow a “Recreational Vehicle Park” and “Mini-Storage” facility on the west side of Louisville Street approximately 800 feet north of Warrior Drive. The Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF UE 20-01: A USE EXCEPTION TO ALLOW FOR A “PLACE OF WORSHIP” AT 708 TAYLOR ROAD SUITE B&C IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102E-00-196.02.

City Planner Daniel Havelin presented Use Exception request 20-01. The applicant, Pastor Wes Schrickel of the Orchard Church, is seeking a Use Exception to operate the Orchard Church out of 708 Taylor Road suites B&C. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for “Place of Worship” in a C zoning district. The proposed use does not require the construction of a new building or major modification to an existing building or site. Therefore, the request is being reviewed as a Use Exception. Section 3.5.1.F of Unified Development Code also requires that the Use Exception meet additional standards for that use.

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

Shawn Ivy, owner of property in the area, asked if this would prevent any of the suites to possibly sell alcohol in the future. Pastor Schrickel was present for any questions and offered to sign a waiver on behalf of the church if needed.

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

20. CONSIDERATION OF UE 20-01 A USE EXCEPTION TO ALLOW FOR A “PLACE OF WORSHIP” AT 708 TAYLOR ROAD SUITE B&C IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102E-00-196.02.

Alderman Walker, duly seconded by Alderman Perkins, offered a motion to table Use Exception request 20-01: a request for Special Exception to allow for a “Place of Worship” at 708 Taylor Road suites B & C until August 18 when a waiver from the Orchard Church has been received and reviewed by the City Attorney.

The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

Alderman Beatty, duly seconded by Alderman Sistrunk, then offered a motion to approve UE 20-01: a request for Special Exception to allow for a “Place of Worship” at 708 Taylor Road suites B & C, expressly conditioned upon the applicant providing an alcohol distance waiver pursuant to Starkville Code of Ordinance Section 10-38 and Mississippi Code Section 67-1-51 to the satisfaction of the City Attorney, on or before August 13, 2020, or the Board of Aldermen’s approval of this item will be automatically rescinded.

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

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

Alderman Walker then requested that all owners effected by the exception be given a copy of the waiver.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

IN RE: *THE ORCHARD CHURCH, STARKVILLE, MISSISSIPPI*

**WAIVER OF DISTANCE RESTRICTIONS UNDER MISSISSIPPI CODE ANNOTATED,
§ 67-1-51 (1972) (AS AMENDED)**

Comes now The Orchard Church, Starkville, Mississippi, and submits this waiver for consideration by the Mayor and Board of Aldermen of the City of Starkville, *to-wit*:

1. The Orchard Church [hereinafter CHURCH] is an unincorporated, not-for-profit eleemosynary institution.
2. The undersigned individuals are authorized to sign this document by virtue of those minutes of the Council of Elders of The Orchard Church, held on August 10, 2020, a copy of which is appended hereto.
3. The CHURCH seeks to waive the distance restrictions imposed by *Mississippi Code Annotated*, § 67-1-51 (1972) (as amended) between itself and any other entity in the City of Starkville that might be impacted as affects any other manufacture, sale, or storage of intoxicating liquor which is now or may in the future be located within 400 feet from the parameters of the CHURCH's current location on Highway 12.
4. Therefore, after action taken by the CHURCH's governing authorities, the undersigned are authorized, and hereby do wave the distance restrictions imposed by the *Mississippi Code Annotated* so as to allow activity relating to the manufacturing, sale, or storage of alcoholic beverages which would otherwise be prohibited under the minimum distance criterion.
5. The undersigned individuals hereby that they are authorized to execute this document per the appended document.

6. FURTHER AFFIANTS SAITH NOT.

J/Va Phoe
Pat. P. P. P.

PERSONALLY APPEARED BEFORE ME, the undersigned notary public for the county and state aforesaid, the two individuals who have been authorized to execute this document, who after by me being duly sworn, stated and deposed on their oath that all facts contained in the above and foregoing waiver are true and correct to the best of their knowledge, information and belief and that they are duly authorized by the CHURCH to execute this document on its behalf.

This the 12th day of August, 2020.

Marla L. Tigner
NOTARY PUBLIC

My Commission expires: Feb. 5, 2024



**MINUTES OF MEETING OF
Council of Elders / The Orchard Church
August 10th, 2020**

A meeting of the Council of Elders was held on August 10, 2020. Unanimously, the following Resolution was adopted:

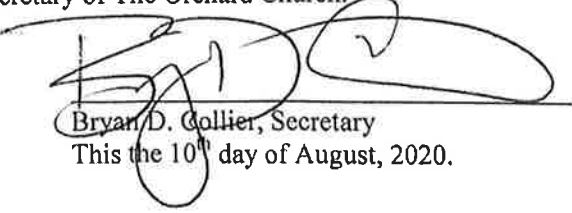
RESOLVED, that any two (2) members of the Council of Elders of The Orchard Church, or any one (1) member of the Council of Elders of The Orchard Church and the Chief Financial Officer be, and by this resolution are, authorized to execute on behalf of The Orchard Church, without more specific resolution, any legal document or financial document, including, but not limited to deeds, notes, encumbrances, acknowledgements, waivers or documents required by lenders, lessors or banking institutions or any other document relating to the real or personal property of The Orchard Church., for purposes of conducting any financial or legal business on behalf of the corporation

The Chief Operating Officer of the Corporation is: Vance Phillips.

The Members of the Council of Elders of The Orchard Church. are:

Dr. William Wood,
Willie Frank Waterer, Jr.,
H. Richmond Culp, III,
Dr. Montgomery Berry,
Bernard Bean,
Phillip Howell,
Stan Williams,
Shane Homan,
Justin Davis,
Chad Brown,
Ben Beavers

Witness the signature of the Secretary of The Orchard Church.


Bryan D. Collier, Secretary
This the 10th day of August, 2020.

PUBLIC HEARING AND CONSIDERATION OF VA 20-05 A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS LOCATED AT 605 DR. MARTIN LUTHER KING JR. DRIVE EAST IN A S-1 WITH THE PROPERTY #117N-00-001.1 (STARKVILLE UTILITIES OPERATION CENTER ADDITION).

City Planner Daniel Havelin presented VA 20-05. The applicant, Springer Engineering on behalf of Starkville Utilities, is requesting a variance from sidewalk requirements located 605 Dr. Martin Luther King Jr. Drive East. Starkville Utilities is in the process of designing an addition to its existing operation center. The addition is greater than 1,000 sq ft and therefore triggers the requirements from Site Plan Review in accordance with U.D.C. Section 3.9.2.A. Sidewalks are required on any development or redevelopment within the sidewalk development zone that requires site plan approval (Section 14.11.3.A). The applicant is requesting relief from Section 14.11.2.

The applicant is also requesting that if the variance is granted to use the “Fee in Lieu” option as established in U.D.C. Section 3.7.5.B.1. The “Fee in Lieu” option states that a fee shall be paid prior to issuance of a Certificate of Occupancy or Final Plat to cover the cost of constructing the sidewalk. The fee shall then be used to construct sidewalks as needed in accordance with the adopted Capital Improvements Plan. The fee shall be an amount not less than 150% of the estimated installation cost. The installation cost of the sidewalks shall be based on unit prices as determined based upon quarterly posted construction bid averages provided by MDOT. The unit price used to determine the installation cost shall be reviewed and approved by the City Engineer.

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

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

21. CONSIDERATION OF VA 20-05 A REQUEST FOR A VARIANCE FROM SIDEWALK REQUIREMENTS LOCATED AT 605 DR. MARTIN LUTHER KING JR. DRIVE EAST IN A S-1 WITH THE PROPERTY #117N-00-001.1 (STARKVILLE UTILITIES OPERATION CENTER ADDITION).

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve VA 20-05: a request for variance from sidewalk requirements with the Fee in Lieu option for 605 Dr. Martin Luther King Jr. Drive East, with the funds to be budgeted as a separate designated line item and carried forward year to year until the funds are fully expended. The Board voted as follows:

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

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

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of July 28, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

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

General Fund	001	\$ 171,898.02
Airport Fund	015	15,141.52
Sanitation	022	19,232.38
Industrial Park Bond	303	29,432.23
Public Improv Bonds - 2018	319	300.00
Trust & Agency	610	9,368.18
Economic Dev, Tourism, Conv	630	69,074.26
Sub Total Before Utilities		\$ 314,446.59
Utilities Dept.	SED	726,398.99
Total Claims	Total	\$1,040,845.58

23. MOTION TO RECESS UNTIL AUGUST 18, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until August 18, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
August 14, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, August 14, 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 Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty and Henry Vaughn, Sr. 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.

A presentation by Terry Kemp, Director of Starkville Utilities, was then given as a follow up to the water rate structure proposal discussion of July 17, 2020. Mr. Kemp estimates the average customer will see an approximate increase of five dollars to their monthly bill. He asked that the new rate increase be effective with October usage with bills to be due in November. The increase will be used for capital improvements.

The proposed budget was then discussed. Budget Chairman Alderman Sistrunk presented a proposed summary budget which will require a two mill increase. Discussion followed. The first public hearing is set for August 18, 2020 and a second is set for September 1, 2020.

The Mayor and members of the Board discussed items on the upcoming August 18, 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



Focused on Starkville's Future:

AUGUST 2020

Rate Adjustment Will Keep Infrastructure Upgrades on Track

Starkville Utilities is recommending an adjustment in water and sewer rates that, if approved, will fund planned upgrades to benefit customers well into the future. We are committed to managing costs responsibly and making the right decisions to ensure our customers continue enjoying reliable utility services. As part of that commitment, we have developed this fact sheet to answer questions and promote clarity and transparency in our funding processes.

Why is a rate adjustment necessary?

As part of our five-year capital improvement plan, Starkville Utilities plans to invest more than \$25 million to replace aging portions of the city's water and sewer services and update our wastewater treatment facility. The adjustment will keep projects on track.

Why does Starkville need capital improvements?

Nearly half of the city's water and sewer infrastructure is over 50 years old. In addition to improving service, our proactive approach saves customers money in the long run by avoiding repairs and outages caused by aging infrastructure.

We are committed to managing costs responsibly and making the right decisions to ensure our customers continue enjoying reliable utility services.

What projects are included in the capital plan?

Starkville Utilities is nearing completion of a water and sewer upgrade project in Pleasant Acres, where we replaced all water and sewer infrastructure. We are planning similar projects for Green Oaks, Rolling Hills and Oktibbeha Gardens as well as other areas of the city – all of which will require significant capital investment over the next five years to replace and update aging infrastructure.

Didn't the 2018 rate adjustment fund capital improvements?

Our intention with the 2018 adjustment was to fund the anticipated \$7.2 million annual budget for infrastructure projects, but the adjustment did not generate needed revenue. After carefully analyzing several rate options, we've chosen one that addresses revenue needs going forward and positions Starkville Utilities to stay on track with planned improvements at efficient levels.

How will the proposed increase affect customer bills?

We propose raising water and sewer base rates from \$4 to \$4.50 with a variable rate of \$4.15 per 1,000 gallons (the first 1,000 gallons of water usage is still included in the base rate). If approved, the adjustment will raise monthly water and sewer bills for most customers by \$2 to \$5 while generating annual revenues of \$7.5 million.

Will more rate increases be necessary to fund capital improvements?

Based on current conditions and revenue projections, we do not foresee the need for another increase in the near future. It's worth noting that Starkville Utilities' infrastructure upgrades are funded by rates, not taxes, and periodic adjustments play a key role in our ongoing funding processes to keep utility systems in top operating condition. Before 2018, our water and sewer rates rose only two times over a 30-year period, and our customers have some of the lowest rates in Mississippi when compared to similarly sized municipalities.

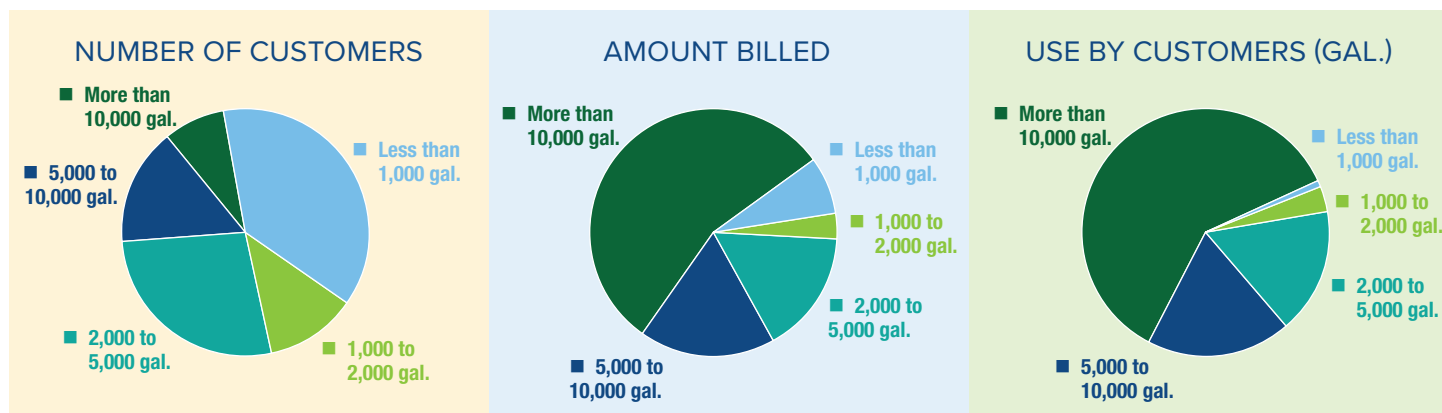
Focused on Starkville's Future:

Rate Adjustment Will Keep Infrastructure Upgrades on Track



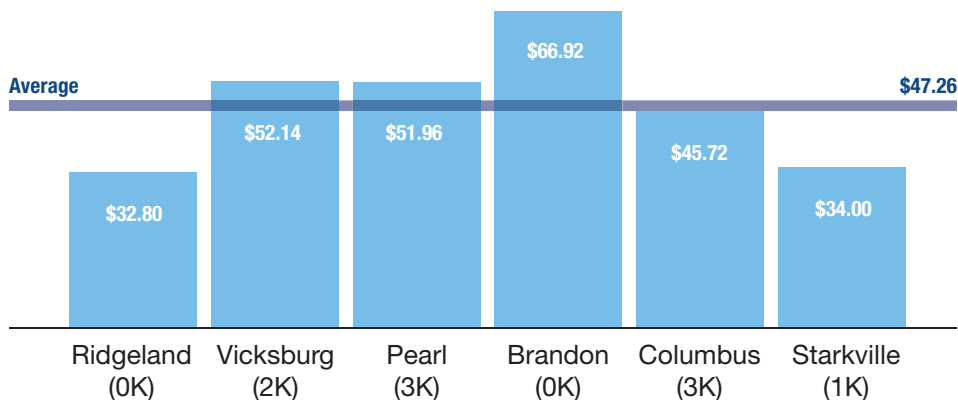
Use and Revenue by Customer Strata – Average Month

CUSTOMER USE	NUMBER OF CUSTOMERS		REVENUE RESPONSIBLE FOR		USE BY CUSTOMERS (GALLONS)	
Less than 1,000 gallons	5,546	37.69%	\$ 22, 184.00	7.63%	821,344	1.01%
1,000 to 2,000 gallons	1,759	11.95%	\$ 9,939.65	3.42%	2,652, 430	3.26%
2,000 to 5,000 gallons	3,987	27.10%	\$46,431.11	15.98%	13,366,420	16.44%
5,000 to 10,000 gallons	2,250	15.29%	\$ 51,900.88	17.86%	15,450, 270	19.01%
More than 10,000 gallons	1,172	7.97%	\$160,124.22	55.11%	48,998,530	60.28%



Water and Sewer Utilities – Cost of 5,000 Gallons

Utility Average\$47.26
 Starkville 28.05% Below Average



The adjustment
 will fund
 planned upgrades
 to benefit
 customers well
 into the future.



To learn more: 662-323-3133 starkvilleutilities.com

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.



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
Friday, August 14, 2020
10:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. FOLLOW-UP PRESENTATION OF THE WATER RATE STRUCTURE PROPOSAL**
- C. BUDGET PROPOSAL DISCUSSION**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE TUESDAY, AUGUST 18, 2020, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, AUGUST 14, 2020**

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

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-01-20
PAGE: 1 of 39

SUBJECT: Request approval of the minutes of the August 18, 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 August 18, 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
August 18, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 18, 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, David Little, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Jason Walker and Roy A'. Perkins attended telephonically or by videoconference.

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 Little offered a motion, duly seconded by Alderman Vaughn, to approve the August 18, 2020 Agenda with consent items. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, AUGUST 18, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS**
- IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE 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 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.

Consent items 2 – 21:

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 21, 2020 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 31, 2020 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of removing the Covid-19 hiring freeze and resumption of advertising and replacement of personnel” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a contract with Mississippi State University for an overhead street lighting program for Lafayette Street in the amount of \$1,917.00” is enumerated, this consent item is thereby approved. (Contract is on following page)

6. CONSIDERATION OF AN AGREEMENT WITH PACE CREDIT CARD PROCESSING WITH THE MYGOV SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into an agreement with PACE Credit Card Processing to be used with the MyGov Software in the Community Development Department” is enumerated, this consent item is thereby approved. (Agreement follows MSU Contract)

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings to amend several sections of the Unified Development Code as part of a comprehensive update” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the Mayor to approve the transportation related services IPO with Kimley Horn in accordance with the general services agreement” is enumerated, this consent item is thereby approved. (IPO follows PACE Agreement)

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

Kevin Enroth 8/1/2020
Signed Date

Kevin Enroth, Director
Office of Sponsored Projects

City of Starkville

D. Lynn Spruill 8-14-2020
Signed Date

D. Lynn Spruill, Mayor
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



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:

City of Starkville
110 West Main Street / Starkville, MS 39759
Address (Print or Type)


By (authorized signature)

D. Lynn Spruill, Mayor
By: Name, Title

8-14-2020
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 City of Starkville (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

D. Lynn Spruill

8-14-2020

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 8/10/2020, 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 performed 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

BY: 

TITLE: Mayor

DATE: 8/21/2020

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:

BY: BEC900D787444D4...

TITLE: Assistant Secretary

DATE: 8/13/2020



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



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 "C. Bailey", with a stylized flourish at the end.

Clark Bailey, P.E., PTOE

Certificate Of Completion

Envelope Id: AF18BBFE35FF40499F7EF412BCAE31B3

Subject: Please DocuSign: Transportation IPO.docx

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Disabled

Envelope Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Drake Danley

401 Fayetteville St.

Suite 600

Raleigh, NC 27601

Drake.Danley@kimley-horn.com

IP Address: 75.66.235.4

Record Tracking

Status: Original

8/13/2020 6:04:02 PM

Holder: Drake Danley

Drake.Danley@kimley-horn.com

Location: DocuSign

Signer Events

Drake Danley

drake.danley@kimley-horn.com

Assistant Secretary

Kimley-Horn and Associates, Inc.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Drake Danley
BEC9C0D78744404

Signature Adoption: Pre-selected Style

Using IP Address: 75.66.235.4

Timestamp

Sent: 8/13/2020 6:04:11 PM

Viewed: 8/13/2020 6:04:26 PM

Signed: 8/13/2020 6:04:43 PM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/13/2020 6:04:11 PM

Certified Delivered

Security Checked

8/13/2020 6:04:26 PM

Signing Complete

Security Checked

8/13/2020 6:04:43 PM

Completed

Security Checked

8/13/2020 6:04:43 PM

Payment Events

Status

Timestamps

9. CONSIDERATION TO ACCEPT THE JULY 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of the July 2020 Financial Statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ACCEPT A \$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.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a \$170,000 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” is enumerated, this consent item is thereby approved. (Grant award follows this page)

11. CONSIDERATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE KEON CLANTON AND JAKAVA EVANS AS MAINTENANCE WORKERS FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Jaylin Boyd, Keon Clanton, and Jakava Evans as Maintenance Workers for the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JOHN TRANUM AS A PART TIME GROUNDS MAINTENANCE WORKER AND CHANDLER BOWMAN AS A PART TIME AIRCRAFT LINEMAN FOR THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire John Trantum as a Part Time Grounds Maintenance Worker and Chandler Bowman as a Part Time Aircraft Lineman for the Airport Department” is enumerated, this consent item is thereby approved.

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

14. CONSIDERATION OF APPROVAL TO DECLARE TEN (10) POLICE VEHICLES AS SURPLUS, AND AUTHORIZATION TO SELL ON GOVDEALS.COM.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the August 18, 2020 Official Agenda, and to accept items for consent, whereby the “approval to declare ten (10) police vehicles as surplus and sell on GovDeals.com” is enumerated, this consent item is thereby approved.

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill welcomed the MSU Students back to town and encouraged all to stay safe. She then stressed the importance of everyone completing the 2020 Census.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn noted that Census workers are beginning to go door-to-door and urged everyone to be agreeable and cooperative.

Alderwoman Sistrunk noted the results of the Census are with us for ten years. She reminded that if funding is lost due to everyone not being counted, it is lost for ten years.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked drivers to be careful when making U-Turns, especially near Kroger and Wal-Mart. He also stated speeding had been observed on Wood Street and asked the Police to monitor it. Mr. Turner asked that everyone lead by example during the Covid pandemic and wear a mask and be mindful of others.

Stanley Miller expressed concern with a proposed tax increase. He asked if the City could wait to see if revenues decline and / or table some projects or purchases until the next fiscal year.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING 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 UNDER MISS. CODE ANN. § 21-19-11.

Mayor Spruill opened the Public Hearing and called for public comments. She noted this to be the sole property advertised that had not been brought into compliance. Materials related to the property were in the Board packets.

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

22. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 307 WEST MAIN STREET WITH THE PARCEL NUMBER 1180-00-338.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion determining that the property located at 307 West Main Street with the parcel number 1180-00-338.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11. The Board voted as follows:

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

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

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

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

Alvin Turner noted that Covid-19 had taken a toll on many people but understands an increase if it is necessary for the City to continue services.

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

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

Starkville Utility Director Terry Kemp discussed the five year capital improvement plan. A presentation was made at the August 14 work session. The average impact to a regular household will be approximately \$5 per month. The proposed effective date of the increase is to begin with October usage being due in November billing.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve the water and sewer rate adjustment effective October 1, 2020 to provide funding needed for planned capital infrastructure improvements. The Board voted as follows:

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

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.

24. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

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

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

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

General Fund	001	\$ 198,459.45
Airport Fund	015	29,213.18
Airport – Restricted Fund	016	10,501.35
Sanitation	022	66,561.36
Computer Assessments	107	24,313.70
Industrial Park Bond	303	5,998.16
Park Bonds	380	536,036.47
Sub Total Before Utilities		\$ 871,083.67
Utilities Dept.	SED	1,720,012.38
Total Claims	Total	\$ 2,591,096.05

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

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

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

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

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

Alderman Perkins offered a motion to return to open session. Alderman Little 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

27. CONSIDERATION OF DISCIPLINE OF A POLICE OFFICER.

Alderman Perkins offered a motion to accept the recommendation of Police Chief Ballard to suspend Police Officer Jeremy Fortney for 3 days without pay and place him on six months' probation, effective immediately. 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

28. MOTION TO RECESS UNTIL SEPTEMBER 1, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until September 1, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

**AGENDA ITEM DEPT.: Public
Hearing AGENDA DATE: 9.1.20
PAGE: 1 of 20**

SUBJECT: Second 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: 10/31/2020

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	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 %
Revenue Total:	24,712,342.00	24,712,342.00	0.00	0.00	-24,712,342.00	0.00 %
Expense						
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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
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 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
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 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
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 %
Expense Total:	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 %

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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	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 %
Revenue Total:	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

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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	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 %
Revenue Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

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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	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 %
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 %
Revenue Total:	1,208,509.00	1,208,509.00	0.00	0.00	-1,208,509.00	0.00 %
Expense						
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 %
Expense Total:	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 %

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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	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 %
Revenue Total:	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Expense						
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 %
Expense Total:	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 %

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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	2,750,000.00	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 %
Revenue Total:	3,085,000.00	3,085,000.00	0.00	0.00	-3,085,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	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 %
Revenue Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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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	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 %
Revenue Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 112 - COMPUTER ASSESMENTS Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Expense Total:	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 %

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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	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 %
Revenue Total:	1,520,000.00	1,520,000.00	0.00	0.00	-1,520,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

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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	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 %
Revenue Total:	2,520,000.00	2,520,000.00	0.00	0.00	-2,520,000.00	0.00 %
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	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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	1,650,000.00	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 %
Revenue Total:	2,300,000.00	2,300,000.00	0.00	0.00	-2,300,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %
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 BOND	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
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

Expenses

9 Purchased Power Expense	32,700,000	31,850,000
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Payroll Expenses

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

Operating Expenses

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.: Community Dev.- Planning
AGENDA DATE: September 1, 2020
PAGE: Page 1 of 7

SUBJECT:

Public Hearing and Consideration of VA 20-09 a request for a variance from the required amount of parking for a proposed condominium development located on the northeast corner of the intersection of Guest Drive and Mallory Lane in a C zoning district with the parcel numbers 103A-00-001.42 and 103A-00-001.43.

AUTHORIZATION HISTORY:

The applicant Willis Owens, of Pritchard Engineering, on behalf of Charlie Morgan is requesting relief from the required amount of parking for a proposed condominium development. Mr. Morgan is proposing to build a 30-unit condominium development. The city code requires 1.25 parking spaces per bedroom which would require 75 parking spaces for the development. The request is to reduce the parking to 1 space per bedroom, which would be 60 parking spaces for the development. The Board of Aldermen approved a special exception request to construct a 32-unit townhome on the subject property on July 7, 2020. On August 26, 2020, the Board of Adjustments and Appeals recommended approval 6 to 1.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 20-09 a request for a variance from the required amount of parking for a proposed condominium development located on the northeast corner of the intersection of Guest Drive and Mallory Lane in a C zoning district with the parcel numbers 103A-00-001.42 and 103A-00-001.43.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 20-06 Request for a variance from the required amount of parking for a proposed condominium development located on the northeast corner of the intersection of Guest Drive and Mallory Lane in a C zoning district with the parcel numbers 103A-00-001.42 and 103A-00-001.43.
Date: August 26, 2020

The purpose of this report is to provide information regarding the variance request by Willis Owens of Pritchard Engineering on behalf of Charlie Morgan from the required amount of parking for a proposed condominium development located on the northeast corner of the intersection of Guest Drive and Mallory Lane in a C zoning district with the parcel numbers 103A-00-001.42 and 103A-00-001.43. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is proposing to build a 30-unit condominium development. The applicant is requesting relief from the minimum parking spaces required. The city code requires 1.25 parking spaces per bedroom which would require 75 parking spaces for the development. The applicant is requesting to reduce the parking to 1 space per bedroom, which would be 60 parking spaces for the development. The Board of Aldermen approved a special exception request to construct a 32-unit townhome on the subject property on July 7, 2020. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the September 1, 2020 meeting.

VARIANCE REQUEST FROM

1. 1.25 parking spaces per bedroom (Section 13.5.5.B.1).
 - a. Request: The applicant is requesting that the number of parking spaces required per bedroom be reduced from 1.25 to 1. This would allow for a reduction in required parking spaces from 75 to 60.
 - b. Reasoning: The applicant is requesting to reduce the number of parking spaces required to 1 per bedroom, which would change the number required to 60 parking spaces. The applicant did not provide a reasoning behind the request on their application but site constraints could be a possible reason.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. Hardship. That the hardship has not resulted from the actions of the applicant.
- D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

- E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

NOTIFICATION:

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 41 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on August 11, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received one phone call about the request.

ANALYSIS

In the opinion of the Planning Department the proposed variance request could meet the criteria for variance review and approval. A reduction in the number of units could provide enough parking for each unit.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 20-09 Aerial



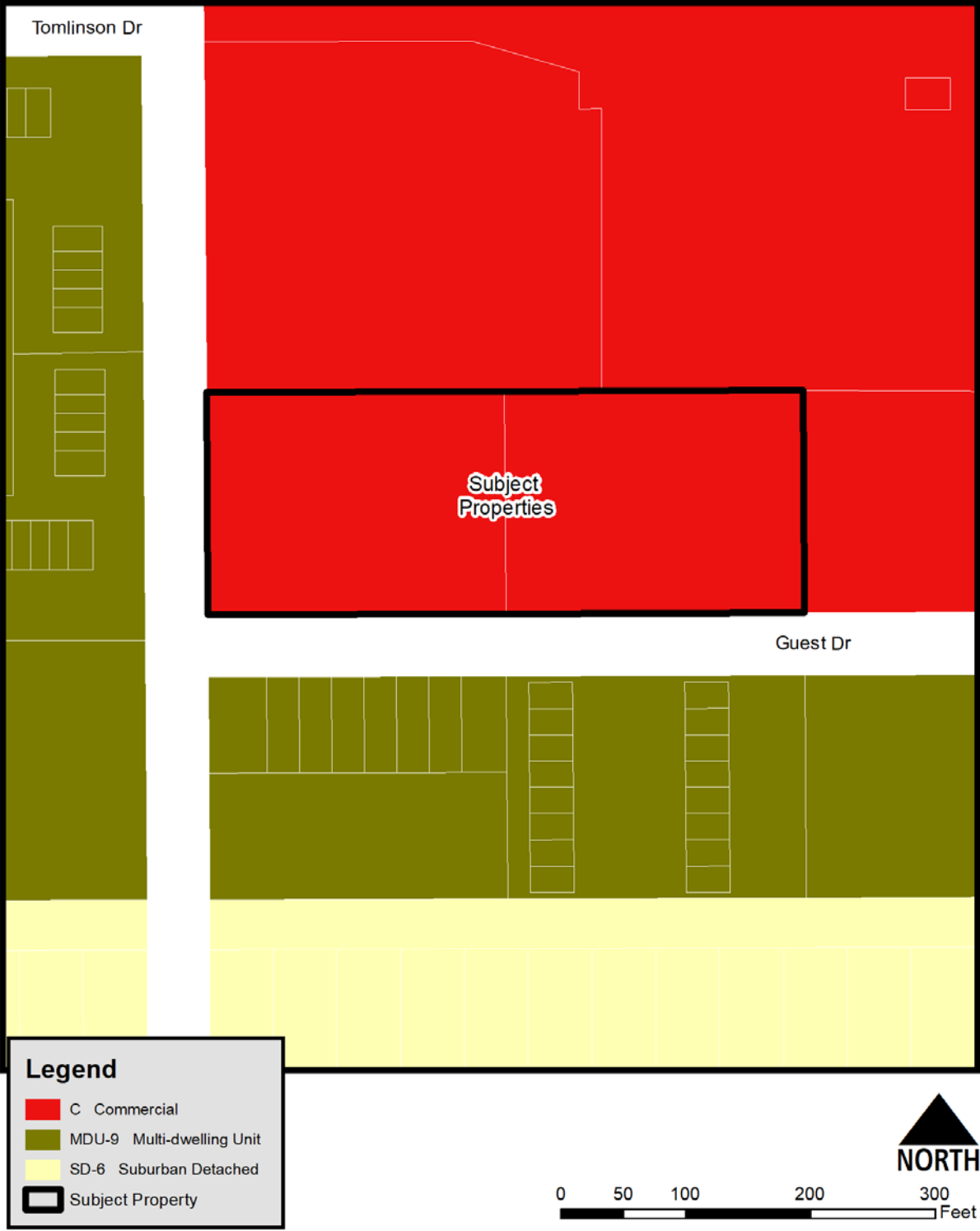
Legend

 Subject Property

0 50 100 200 300
Feet



Attachment 2
VA 20-09 Zoning



LEGEND
 NOTE: ALL SYMBOLS IN THIS LEGEND MAY NOT BE USED ON THIS MAP.
 SURVEY CONTROL POINT
 EXISTING SPOT ELEVATION
 EXISTING CONTROL
 GRASS
 CONCRETE
 ASPHALT

1. TELEPHONE FEEDLINE
 2. TELEPHONE SERVICE
 3. WATER SINKER LINE
 4. WATER LINE
 5. DRAINAGE POWER
 6. UNDERGROUND POWER
 7. GAS LINE
 8. UNDERGROUND TELEPHONE
 9. DRAINAGE POWER & TELEPHONE
 10. TELEPHONE SERVICE
 11. CLEANSUIT
 12. SPRINKLER HEAD
 13. MIN. HOLE
 14. AREA LIGHT
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REVISIONS
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 78. 8/3/20 78. 1" FIRE HYDRANT
 79. 8/3/20 79. 1" FIRE HYDRANT
 80. 8/3/20 80. 1" FIRE HYDRANT
 81. 8/3/20 81. 1" FIRE HYDRANT
 82. 8/3/20 82. 1" FIRE HYDRANT
 83. 8/3/20 83. 1" FIRE HYDRANT
 84. 8/3/20 84. 1" FIRE HYDRANT
 85. 8/3/20 85. 1" FIRE HYDRANT
 86. 8/3/20 86. 1" FIRE HYDRANT
 87. 8/3/20 87. 1" FIRE HYDRANT
 88. 8/3/20 88. 1" FIRE HYDRANT
 89. 8/3/20 89. 1" FIRE HYDRANT
 90. 8/3/2

Attachment 4- Code Section

Section 13. Use Regulations

3. No more than two (2) dwelling units in such a triplex may be at ground level.
 4. In districts where a special exception is required, a maximum of three (3) bedrooms per unit is allowed unless a 4th bedroom is approved as part of the special exception application. A maximum of four (4) bedrooms per unit is allowed in all zoning districts where permitted.
 5. See zoning district general provisions for density requirements and other standards.
 6. See zoning district base dimensional standards for location, setbacks, and height requirements.
- 13-5-5. Dwelling, Townhouse/Rowhouse**
- A. Definition:** A residential structure containing three (3) to six (6) dwelling units that is attached, usually via a common vertical side wall, to one (1) or more dwelling units of similar construction.
- B. Parking:**
1. In form-based districts one (1) parking space per bedroom is required. In all other zoning districts one and a quarter (1.25) parking spaces per bedroom is required for all new construction.
 2. See zoning district base dimensional standards for parking location and setback requirements.
- C. Loading:** Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.
- D. Additional Standards:**
1. If located in or adjacent to an existing neighborhood of detached houses, townhouses shall be architecturally harmonious with the surrounding neighborhood in regards to massing, materials, fenestration, and scale.
 2. The main entrance to each unit of a townhouse adjacent to a street shall be accessed directly from and face the
- primary street. Townhouses on corner lots shall be designed so that each side facing the public street is a front facade.
3. Townhouses shall have no more than six (6) contiguous attached units built in one (1) structure.
 4. Townhouses are not permitted to have accessory dwellings.
 5. In districts where a special exception is required, a maximum of three (3) bedrooms per unit is allowed unless a fourth (4th) bedroom is approved as part of the special exception application. A maximum of four (4) bedrooms per unit is allowed in all zoning districts where permitted.
 6. See zoning district general provisions for density requirements and other standards.
 7. See zoning district base dimensional standards for location, setbacks, and height requirements.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 1, 2020
PAGE: Page 1 of 10

SUBJECT:

Public Hearing and Consideration of VA 20-07 a request for a variance from required lot size and dimensions located on the 798 Pine Circle in a SD-2 zoning district with the parcel number 102H-00-113.01.

AUTHORIZATION HISTORY:

The applicant, Tommy Turner, is requesting relief from minimum lot size and minimum lot width for an existing lot located at 798 Pine Circle in the Pleasant Acres neighborhood. The lot was originally a part of lot 9 of the Pleasant Acres Subdivision platted around 1955. Lot 9 was subdivided to create subject lot in 1958 prior to being annexed into the City (see attachment 5). The current lot does not meet the minimum size requirements for a lot in an SD-2 zoning district. It is therefore classified as a legal non-conforming lot. A legal nonconforming lot is a lot existing legally at the time of the passage of the UDC, or the time of annexation into the City's jurisdiction, which does not by reason of design or dimensions conform to the regulations of the district in which it is located. The lot is approximately 45% smaller than the required 17,500 square feet and is 70'6" wide which is less than the required 100' lot width. The applicant is proposing to build a single residential dwelling on the property. The proposed structure shown on attachment 3 does meet the required setbacks for that zoning district. On August 26, 2020, the Board of Adjustments and Appeals recommended approval 5 to 2.

Two letters against the request were received by email prior to the Board of Adjustments and Appeals meeting (see Attachment A and Attachment B).

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 20-07 a request by Tommy Turner to allow for a variance from the required lot size and dimensions of a lot located at 798 Pine Circle in a SD-2 zoning district with the parcel number 102H-00-113.01.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 20-07 Request for a variance from required lot size and dimensions located on the
798 Pine Circle in a SD-2 zoning district with the parcel number 102H-00-113.01.
Date: August 26, 2020

The purpose of this report is to provide information regarding the Variance Request by Tommy Turner for a Variance to vary from the required lot size and dimensions for an existing legal non-conforming lot in accordance with Section 3.17.1.A.2 of the Unified Development Code (UDC). The approval of the request is needed to construct a new detached dwelling home on the lot. The property is located 798 Pine Circle within a SD-2 zoning district with the parcel number 102H-00-113.01.
Please see attachments 1- x.

BACKGROUND INFORMATION

The applicant is requesting relief from minimum lot size and minimum lot width for an existing lot located at 798 Pine Circle in the Pleasant Acres neighborhood. The lot was originally a part of lot 9 of the Pleasant Acres Subdivision platted around 1955. Lot 9 was subdivided to create subject lot in 1958 prior to being annexed into the City (see attachment 5). The current lot does not meet the minimum size requirements for a lot in an SD-2 zoning district. It is therefore classified as a legal non-conforming lot. A legal nonconforming lot is a lot existing legally at the time of the passage of the UDC, or the time of annexation into the City's jurisdiction, which does not by reason of design or dimensions conform to the regulations of the district in which it is located. The lot is approximately 45% smaller than the required 17,500 square feet and is 70'6" wide which is less than the required 100'. The applicant is proposing to build a single residential dwelling on the property. The proposed structure shown on attachment 3 does meet the required setbacks for that zoning district. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the September 1, 2020 meeting.

VARIANCE REQUEST FROM

1. **Minimum Lot Size- Section 6.2.1.** Allows for a detached house with a minimum lot size of 17,500 square feet.
 - a. **Request:** minimum lot size of +-9,517 feet
 - b. **Reasoning:** Legal nonconforming lot that was created as a part of the originally platted subdivision. It does not meet current minimum lot sizes for that zone.
2. **Minimum Lot Width- Section 6.3.4. (Figure 6.3-1) Allows for a minimum lot width of 100'**
 - a. **Request:** The applicant is requesting a lot width of 70' 6" in lieu of the 100' required width.
 - b. **Reasoning:** The lot was legally platted with a 70'6" width.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

- A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
- B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
- C. Hardship. That the hardship has not resulted from the actions of the applicant.
- D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
- E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

NOTIFICATION:

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

- 1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
- 2. A legal ad was published in the Starkville Daily News on August 11, 2020.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received only one email inquiring about the request.

ANALYSIS

In the opinion of the Planning Department the proposed variance request could meet the criteria for variance review and approval. An argument could be made that special conditions exist peculiar to this lot and that the hardship has not resulted from the actions of the applicant. Additionally, granting a variance for the minimum lot size and lot width would make possible the minimum reasonable use of the land for a residential dwelling in a residential neighborhood.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 20-07 Aerial



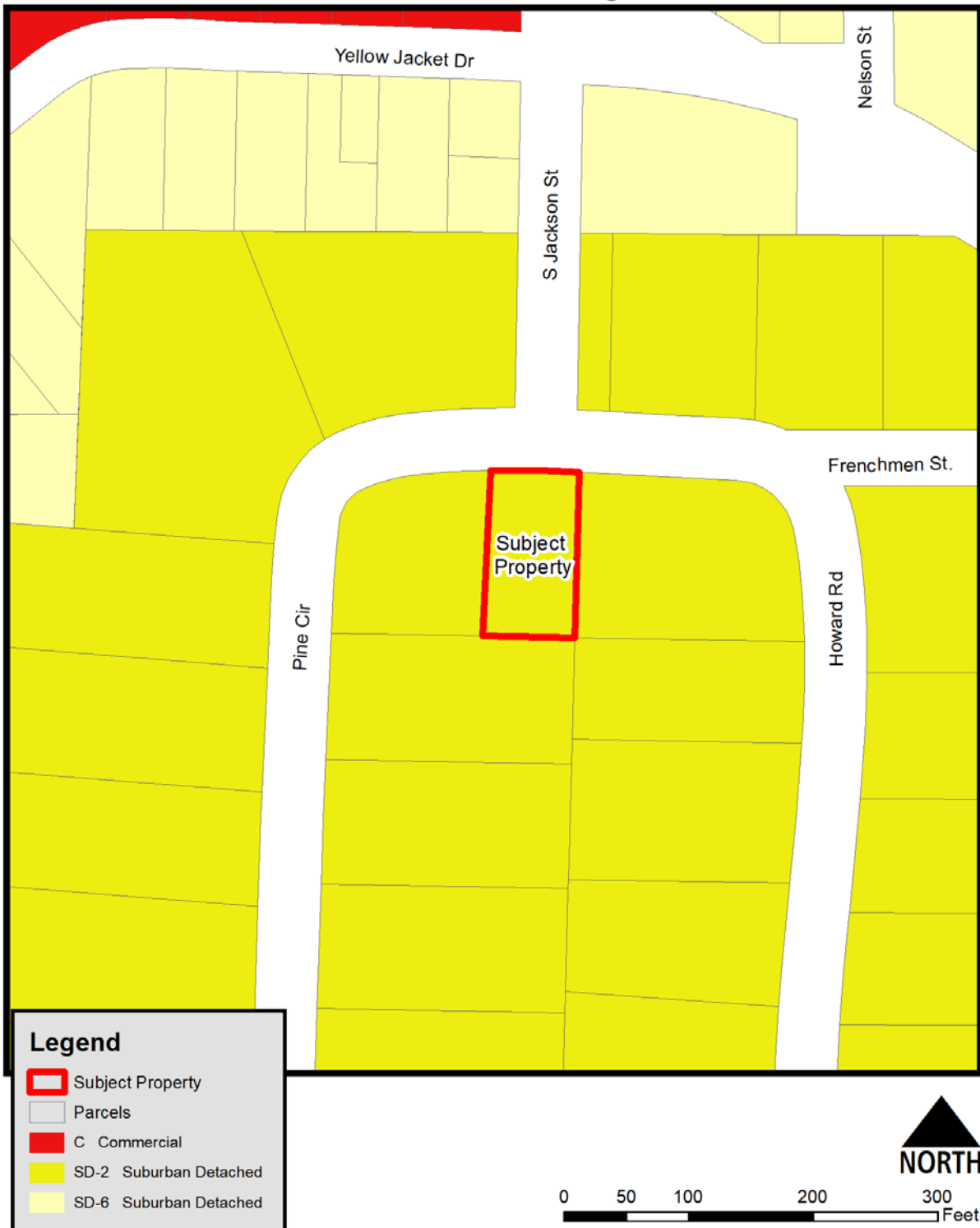
Legend

-  Subject Property
-  Parcels

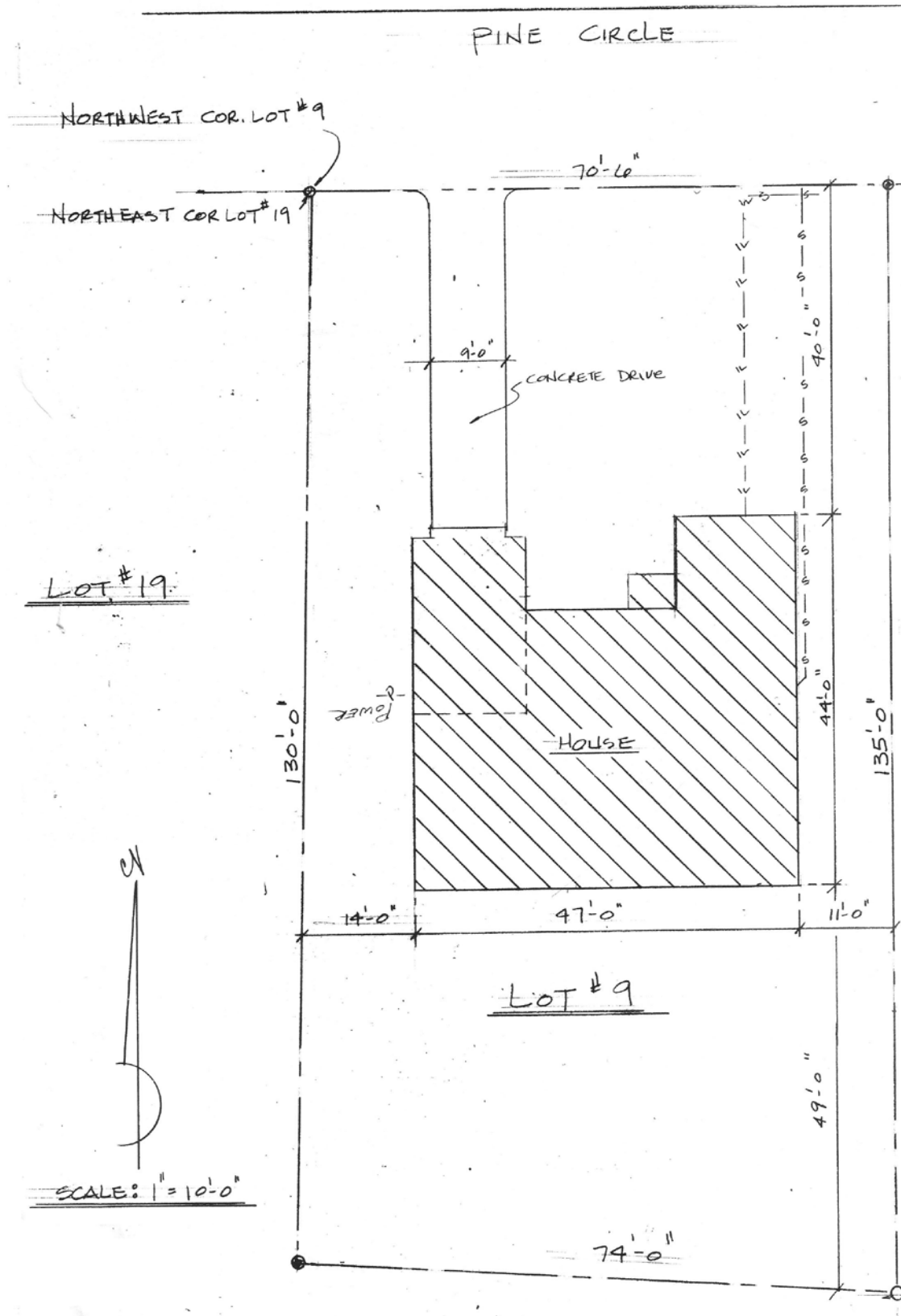
0 50 100 200 300 Feet



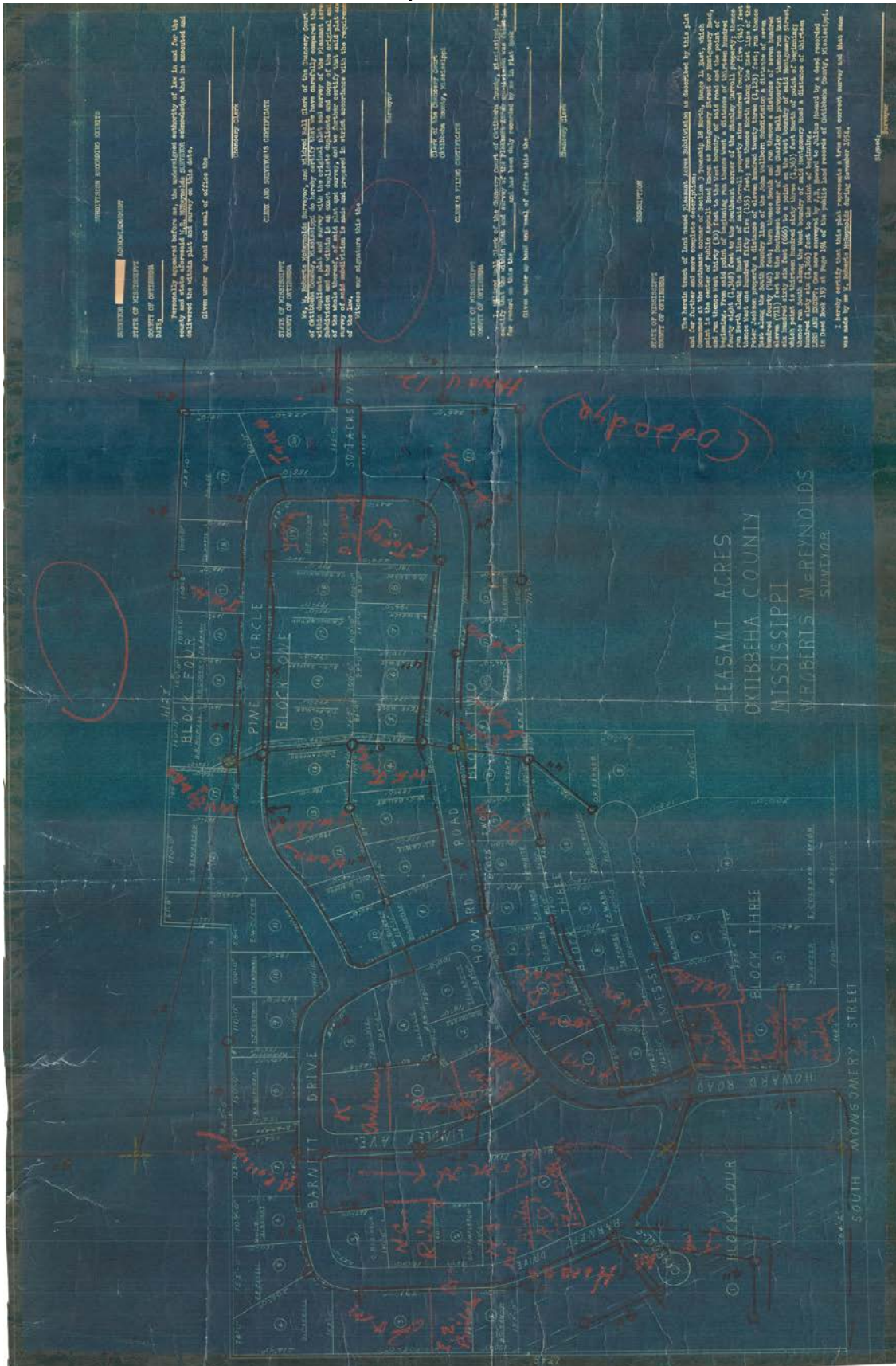
Attachment 2
VA 20-07 Zoning



Attachment 3- Site Plan



Attachment 4- Pleasant Acres Plat



Attachment 5- Legal Description dating the subdivision

A strip of land 70 feet 6 inches in width fronting on Pine Circle, off the West side of Lot 9 of Block 1 of Pleasant Acres Subdivision of Oktibbeha County, Mississippi, as recorded in the land records of said county in Plat Book 1 at page 21, and being more particularly described as: Commence at the Northwest corner of said Lot 9, the same being the Northeast corner of Lot 19 of Block 1 of said Subdivision, as shown by said plat in Plat Book 1 at page 21, which lot is further described as Lot 13 of Block 1, in Plat recorded in Plat Book 1 at page 17; and being the lot conveyed in David F. Young, Jr., *et ux*, by deed from J. & M. Homes, Inc. dated October 11, 1955, filed for record October 20, 1955, and recorded in Deed Book 274, at page 418, of said land records; thence run East along the South boundary of Pine Circle or Howard Road, at the South end of South Jackson Street, for a distance of 70 feet 6 inches; thence run South a distance of 135 feet to a point on the South boundary of Lot 9, lying 74 feet East of the Southeast corner of said Lot 19; thence run West along the South boundary of Lot 9, a distance of 74 feet to the Southeast corner of Lot 19; thence run North a distance of 130 feet, more or less, to the South boundary of the Street and the Point of Beginning; being a portion of the property conveyed to Felder Josey by deed dated August 18, 1958, and recorded in Book 295 at page 305, of said land records, and being that property conveyed to Kit M. Zachary and wife Oleta H. Zachary by deed from David F. Young, Jr., *et ux*, recorded in Deed Book 472 at page 311 of the land records of said county and state, to which reference is here made.

This conveyance is made subject to easements for utilities, drainage, road rights-of-way and any prior lease, reservation or conveyance of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel lying in, on, and under the subject property, if any.

This property is subject to the Restrictive Covenants for Pleasant Acres Subdivision, as recorded in Deed Book 274 at pages 17-18 in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

NOTE: GREAT CARE AND EFFORT HAS GONE INTO THE CREATION OF THESE BLUEPRINTS. HOWEVER, BECAUSE OF THE VARIANCE IN GEOGRAPHIC LOCATIONS LARRY MCCORD WILL NOT ASSUME LIABILITY FOR ANY DAMAGES DUE TO ERRORS, OMISSIONS, OR DEFICIENCIES ON THESE PLANS. ALL INFORMATION MUST BE CONFIRMED PRIOR TO COMMENCEMENT OF CONSTRUCTION.



Emily Corban <e.corban@cityofstarkville.org>

Please send me information regarding the variance request at Pine Circle and Jackson street. Thanks Priscilla Boyd

priscilla boyd <pboyd38580@att.net>

Mon, Aug 24, 2020 at 6:49 AM

To: Emily Corban <e.corban@cityofstarkville.org>, Jason Walker <j.walker@cityofstarkville.org>, Lynn Spruill <l.spruill@cityofstarkville.org>

Does this lot even qualify as R3A? 45% smaller is quite a bit smaller. Too small for a R-1 zoned neighborhood. This property is at the entrance of the Pleasant Acres Subdivision. The "front door" of our neighborhood and should be attractive and appealing, not wedged in.

We purchased our property in the Starkville city limits because we understood that there were zoning requirements for new construction in the city. But in reality, there is no zoning. If someone wants to build in Starkville, the city just rezones the parcel or gives out variances with no regard to the citizens that have already invested in the neighborhood. Enforce the zoning standards or do not claim that Starkville has any zoning.

Priscilla Boyd
813 Pine Circle

[Quoted text hidden]



VA 20-07- 798 Pine Circle- Staff Report.pdf
1102K



Emily Corban <e.corban@cityofstarkville.org>

rezoning in Pleasant Acres

Sol Pelaez <sipelaez@gmail.com>

Tue, Aug 25, 2020 at 10:53 PM

To: j.walker@cityofstarkville.org, e.corban@cityofstarkville.org, d.havelin@cityofstarkville.org

Dear Alderman Jason Walker and City Planners, I am writing to oppose the rezoning of the property located on 798 Pine Circle with the parcel number 102-00-113.01. I live next to this property at 801 Howard Rd. I know my neighbor, who lives on the other side of the property also opposes this. (I think he sent an email to Alderman Little). Building a whole new house in that property will impact my property since the space to be considered is too small to really have a house and space among the other houses. Pleasant Acres is a neighborhood where houses are not pile into each other, where there is privacy and that it is not noisy. I believe these features will be affected with the construction of a house there.

Please advocate for us and vote no in the hearing of tomorrow (8/26). I cannot go to the hearing in person, but I hope you can help us in this.

Thanks for your time and consideration

Sol Pelaez

[801 Howard Rd, Starkville](#)

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Sol



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

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

SUBJECT:

Public Hearing and Consideration of SE 20-16 a Special Exception to allow for a manufactured home on the west side of Sand Road in Area C approximately 529 feet south of Louisville Street in a R-N zoning district

SUMMARY:

The applicant, Angela McMullen, is seeking a Special Exception to place a manufactured home in Area C of the subject property. The subject property is 16th Section land owned by the Starkville Oktibbeha Consolidated School District. The School District has identified several areas along the west side of Sand Road as lease areas for Manufactured Homes (see attachment 4). The property is located within a R-N zoning district with the parcel number 105C-00-007.00.

The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Dwelling, Manufactured and Modular Home” in a Rural Neighborhood (R-N) zoning district. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is shown as 127’ wide at the road with a total square footage of 43,307. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings in the home site area. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on July 22, 2020.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no responses to the notifications or inquiries about the request.

At the August 11, 2020 Planning and Zoning Commission meeting, the Commission voted 3 to 1 to recommend approval of the request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of SE 20-16 a request for Special Exception to allow manufactured home on the west side of Sand Road in Area C



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: SE 20-16 Request for Special Exception to allow for a manufactured home on the west side of Sand Road in Area C approximately 529 feet south of Louisville Street in a R-N zoning district
Date: August 11, 2020

The purpose of this report is to provide information regarding a Special Exception Request by Angela McMullen on behalf of Starkville Oktibbeha Consolidated School District for a Special Exception to allow for a manufactured home on the west side of Sand Road in Area C approximately 529 feet (0.10 miles) south of Louisville Street. The property is located within a R-N zoning district with the parcel numbers 105C-00-007.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to place a manufactured home in Area C of the subject property. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is shown as 127' wide at the road with a total square footage of 43,307. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the home site area. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage.

Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.

6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ADDITIONAL STANDARDS ASSOCIATED WITH THE PROPOSED USE OF "DWELLING, MANUFACTURED AND MODULAR HOME" (Section 13.5.8.D)

1. Homes shall be anchored according to International Building Code requirements.
2. Homes shall bear the FMHCCS Label or Seal of Compliance.
3. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
4. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles.
5. All homes shall be placed on the lot in harmony with the existing site-built structures. Where no neighboring structures are available for comparison, it shall be sited with the front running parallel to the street providing access to the site.
6. The towing tongue, wheels, and hitch-axle shall be removed upon final placement of the unit.
7. All manufactured homes shall be placed on permanent masonry foundations with appropriate screening of the foundations. The foundation shall not be visible from the street or adjacent properties.
8. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the International Building Code. The minimum square footage of the floor of such porch or deck shall measure at least thirty-six (36) square feet.
9. No manufactured and modular home more than ten (10) years old may be relocated or moved onto any lot within the city limits of Starkville.
10. See zoning district general provisions for density requirements and other standards.
11. See zoning district base dimensional standards for location, setback, and height requirements.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on July 22, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response from the notifications.

ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

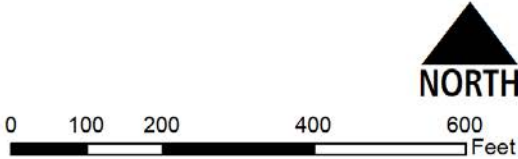
Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1
SE 20-16 Aerial

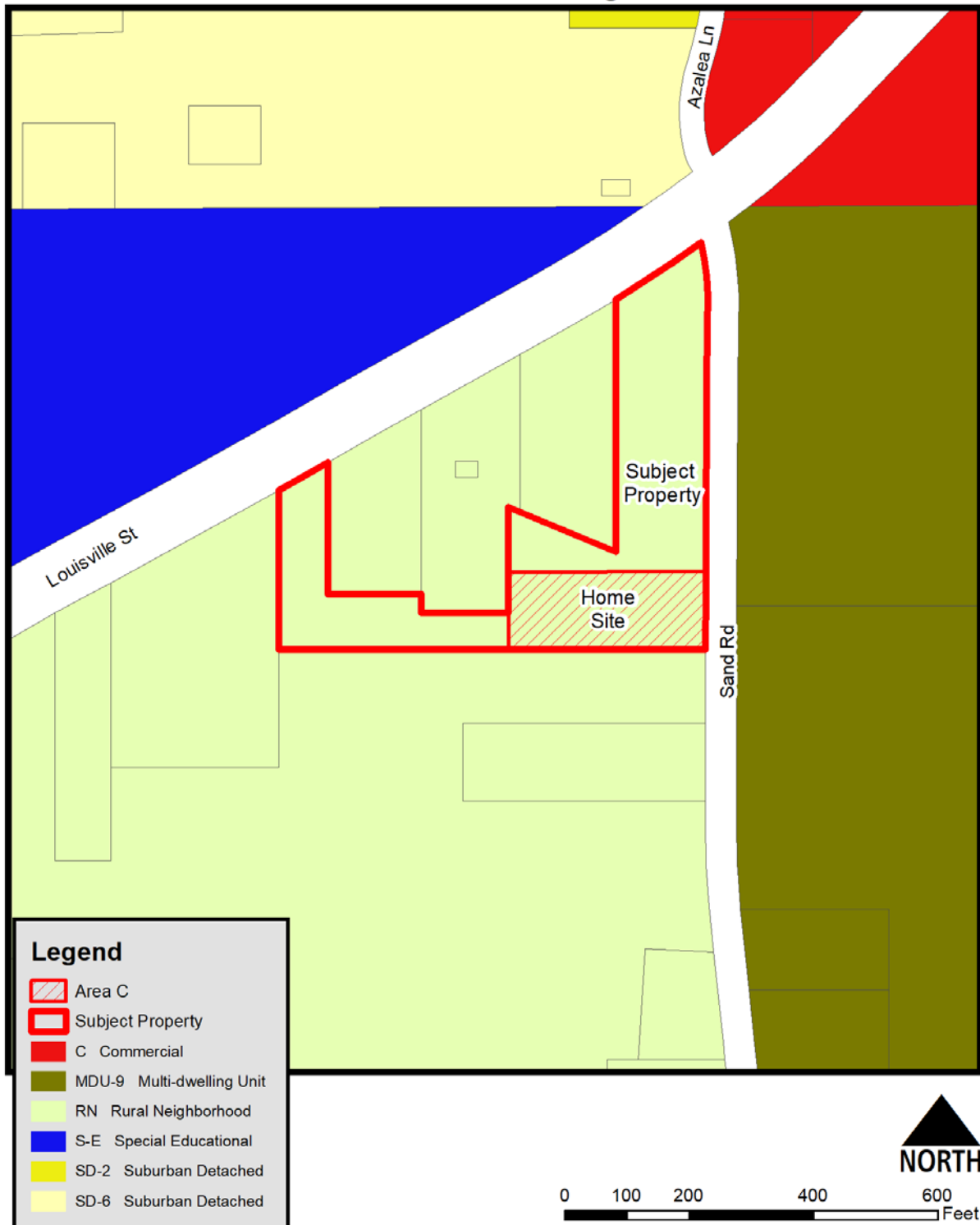


Legend

-  Area C
-  Subject Property



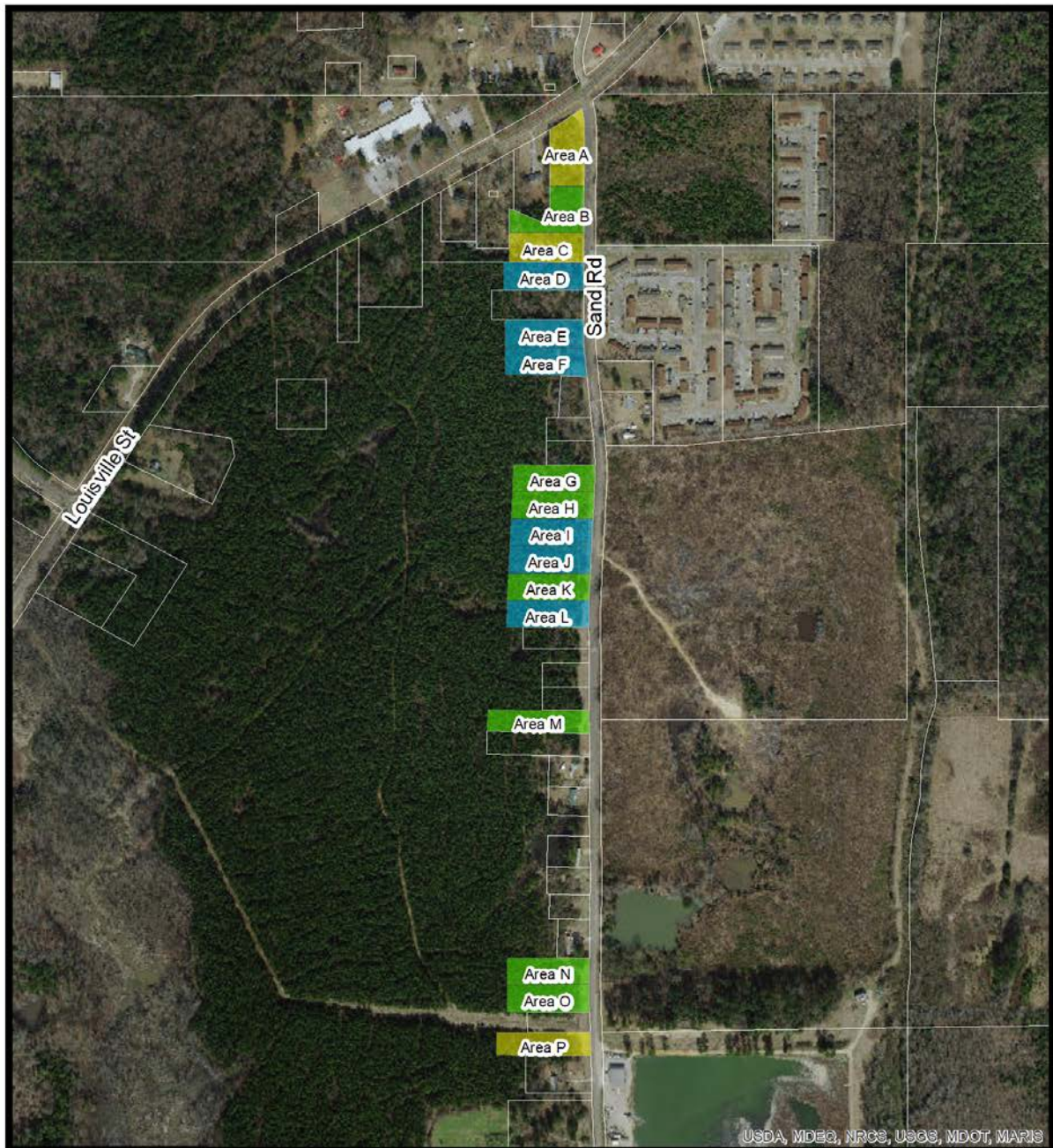
Attachment 2
SE 20-16 Zoning



Attachment 3- Map of Area C

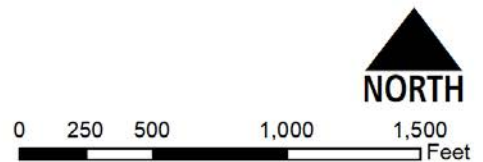


Attachment 4
Status of Lease Areas



Lease Area

- Approved
- Under Review
- Vacant





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

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

SUBJECT:

Public Hearing and Consideration of SE 20-17 a Special Exception to allow for a manufactured home on the west side of Sand Road in Area P approximately 3,927 feet south of Louisville Street in a R-N zoning district

SUMMARY:

The applicant, Julisa Dodd, is seeking a Special Exception to place a manufactured home in Area P of the subject property. The subject property is 16th Section land owned by the Starkville Oktibbeha Consolidated School District. The School District has identified several areas along the west side of Sand Road as lease areas for Manufactured Homes (see attachment 4). The property is located within a R-N zoning district with the parcel number 105-16-002.00.

The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is shown as 100' wide at the road with a total square footage of 40,000. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings in the home site area. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 36 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on July 22, 2020.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no responses to the notifications or inquiries about the request.

At the August 11, 2020 Planning and Zoning Commission meeting, the Commission voted 3 to 1 to recommend approval of the request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of SE 20-17 a request for Special Exception to allow manufactured home on the west side of Sand Road in Area P



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Subject: SE 20-17 Request for Special Exception to allow for a manufactured home on the west side of Sand Road in Area P approximately 3,927 feet south of Louisville Street in a R-N zoning district
Date: August 11, 2020

The purpose of this report is to provide information regarding a Special Exception Request by Julisa Dodd on behalf of Starkville Oktibbeha Consolidated School District for a Special Exception to allow for a manufactured home on the west side of Sand Road in Area P approximately 3,927 feet (0.74 miles) south of Louisville Street. The property is located within a R-N zoning district with the parcel numbers 105 -16-002.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to place a manufactured home in Area P of the subject property. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Dwelling, Manufactured and Modular Home" in a Rural Neighborhood (R-N) zoning district. Only a portion of the property is to be used for the proposed use. The applicant provided a sketch of the home site area (see attachment 3). The home site area is shown as 100' wide at the road with a total square footage of 40,000. The required minimum lot with for an R-N zone is 100 ft with a minimum of 40,000 square feet of lot area. The required setbacks are as follows: front 30 ft, rear 25 ft, and side 10 ft. There are currently no other dwellings on the home site area. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage.

Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.

6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ADDITIONAL STANDARDS ASSOCIATED WITH THE PROPOSED USE OF "DWELLING, MANUFACTURED AND MODULAR HOME" (Section 13.5.8.D)

1. Homes shall be anchored according to International Building Code requirements.
2. Homes shall bear the FMHCCS Label or Seal of Compliance.
3. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
4. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles.
5. All homes shall be placed on the lot in harmony with the existing site-built structures. Where no neighboring structures are available for comparison, it shall be sited with the front running parallel to the street providing access to the site.
6. The towing tongue, wheels, and hitch-axle shall be removed upon final placement of the unit.
7. All manufactured homes shall be placed on permanent masonry foundations with appropriate screening of the foundations. The foundation shall not be visible from the street or adjacent properties.
8. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the International Building Code. The minimum square footage of the floor of such porch or deck shall measure at least thirty-six (36) square feet.
9. No manufactured and modular home more than ten (10) years old may be relocated or moved onto any lot within the city limits of Starkville.
10. See zoning district general provisions for density requirements and other standards.
11. See zoning district base dimensional standards for location, setback, and height requirements.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 36 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on July 22, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, the Planning Office has received no response from the notifications.

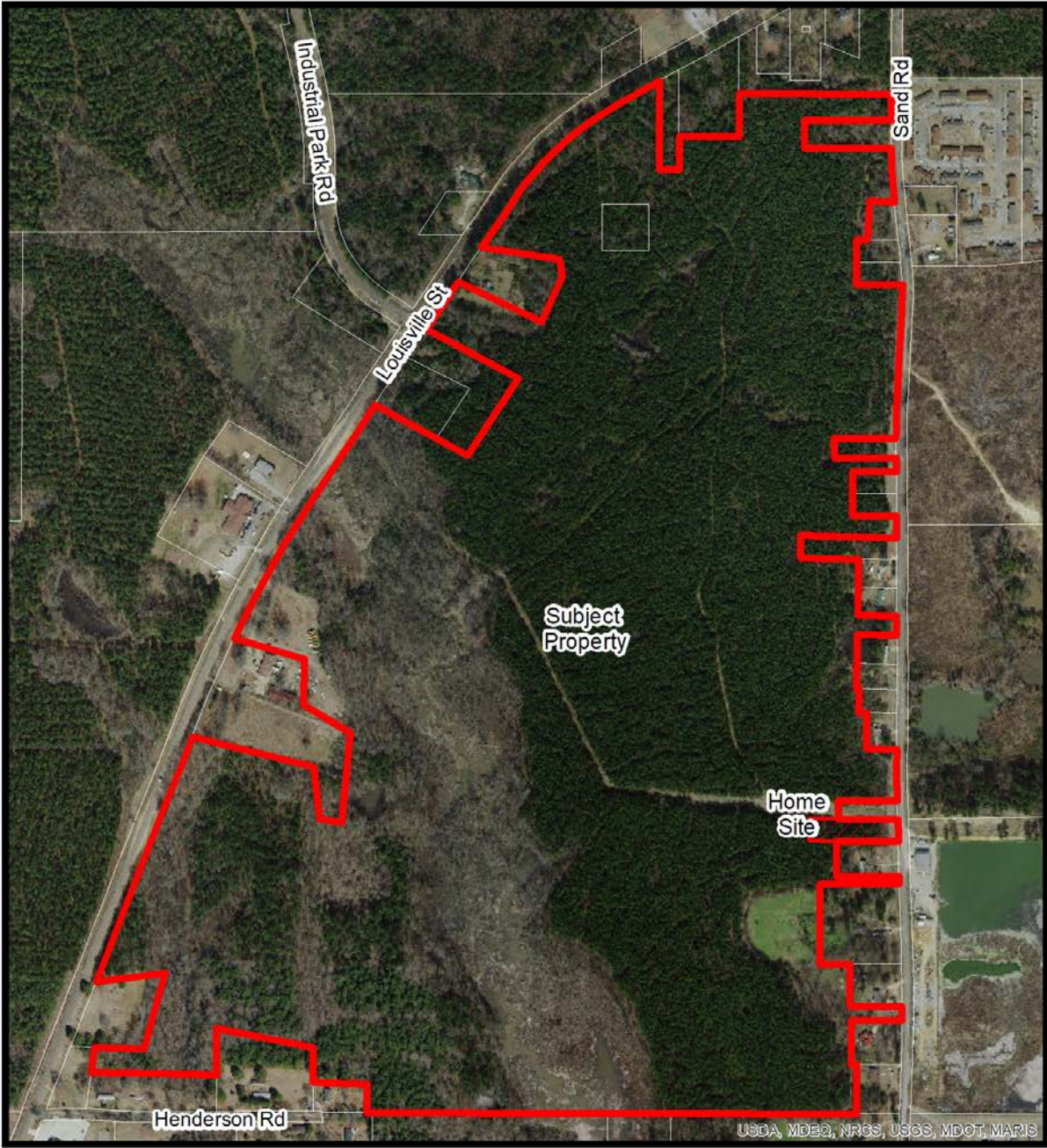
ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

Attachment 1
SE 20-17 Aerial

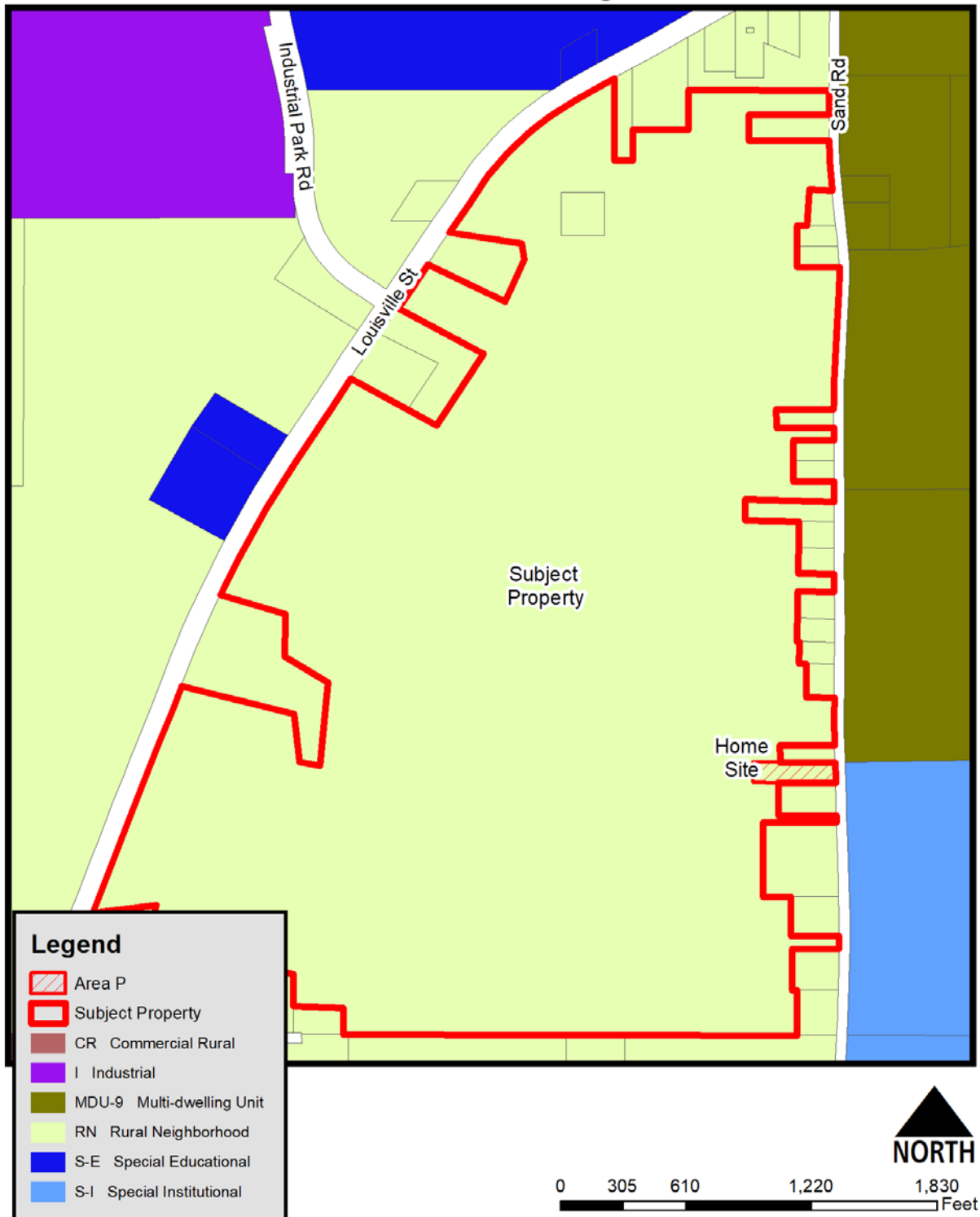


Legend

-  Area P
-  Subject Property



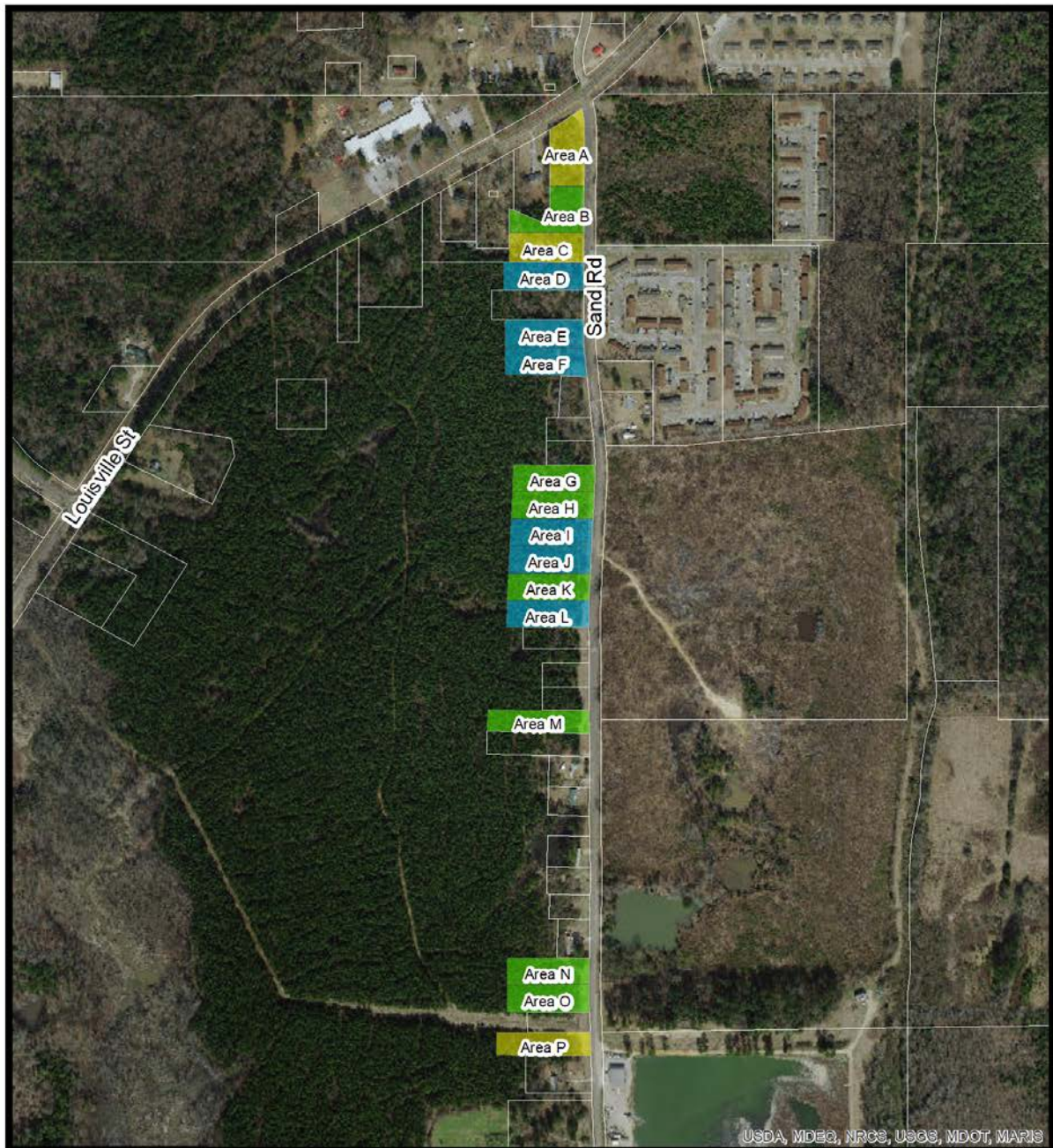
Attachment 2
SE 20-17 Zoning



Attachment 3- Map of Area P

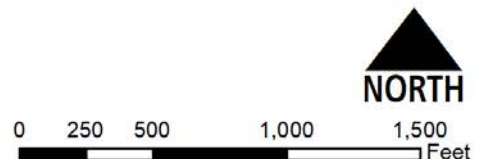


Attachment 4
Status of Lease Areas



Lease Area

- Approved
- Under Review
- Vacant



PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: September 1, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9-01-2020
PAGE: 1 of 2

SUBJECT: Approval of Resolution setting the millage rate at 30.13 mills for Fiscal Year 2021 for the City of Starkville, Mississippi

FISCAL NOTE:

Millage Calculation:

FY2021 Operating Millage	17.59
FY2021 GO Debt - Bonds	10.90
FY2021 GO Debt - Notes	0.65
FY2021 Fire Dept Minimum	0.25
FY2021 Library	<u>0.74</u>
	30.13

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Board of Aldermen

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT:
Alderwoman Sandra Sistrunk or City Clerk / CFO Lesa Hardin

SUGGESTED MOTION:

**RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2021
FOR THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville shall in accordance with the requirements of the State of Mississippi set its millage rate and adopt a budget for each of its operating years at a time and in a manner set forth by law;

WHEREAS, MS Code Ann. Section 21-33-45 states that the governing authority of the municipality shall by resolution set the tax rate for the taxing district; and

WHEREAS, the Board of Aldermen of the City of Starkville have determined and have so publicly noticed that the millage rate for the fiscal year 2021 will be set at the rate of 30.13 mills. Of that 30.13 mills, 17.59 mills will be designated for general revenue purposes and improvements, 11.55 mills for Municipal Bonds and Interest thereon pursuant to MS Code Ann. Section 21-33-45, 0.25 for the Starkville Fire Department pursuant to MS Code Ann. Section 83-1-39(5) and 0.74 mills for the Starkville Library pursuant to MS Code Ann. 39-3-7 for a total of 30.13 mills; and

NOW THEREFORE, BE IT RESOLVED, by Mayor D. Lynn Spruill and the Board of Aldermen of the City of Starkville to:

Hereby levy upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority of Section 21-33-45 of the Mississippi Code of 1972 as amended:

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 30.13 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities, and making other improvements to develop and promote the growth of said Downtown Business District, pursuant to the authority of Senate Bill number 1601. 969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, This, the 1st Day of September 2020.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesa Hardin, City Clerk / CFO

CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

I, Lesa Hardin, clerk for the City of Starkville, MS hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, MS on the 1st day of September, 2020, in a regular meeting held at 5:30 p.m. in the Municipal Court Room of Starkville City Hall.

City Clerk / CFO

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI ADOPTING THE
ANNUAL BUDGET FOR FISCAL YEAR 2021**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City"), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The City has prepared a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year, and a statement showing the aggregate revenues collected by the City during the current year for municipal purposes, pursuant to Miss. Code Ann. § 21-35-5.
2. The City's budget, containing the statement of said revenues, expenses, and working cash balances, has been noticed and published pursuant to the requirements of Miss. Code Ann. § 21-35-5.
3. The City has held at least one public hearing on the proposed annual budget, providing the general public with the opportunity to comment on the taxing and spending plan incorporated in the proposed budget, pursuant to the requirements of Miss. Code. Ann. § 21-35-5.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City of Starkville hereby adopts its annual budget for FY 2021 as noticed, published, and presented to the Board of Aldermen during its regular meeting on September 1, 2020, and which is attached and incorporated hereto as if fully referenced herein, pursuant to Miss. Code Ann. § 21-35-9.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

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

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of September, 1, 2020.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attest:

Lesa Hardin, City Clerk / CFO



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	24,712,342.00	24,712,342.00	0.00	0.00	-24,712,342.00	0.00 %
Expense						
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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
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	307,385.00	307,385.00	0.00	0.00	307,385.00	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:	332,066.00	332,066.00	0.00	0.00	332,066.00	0.00 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	111,690.00	111,690.00	0.00	0.00	111,690.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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 %
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	2,008,472.00	2,008,472.00	0.00	0.00	2,008,472.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,020,472.00	2,020,472.00	0.00	0.00	2,020,472.00	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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	454,000.00	454,000.00	0.00	0.00	-454,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
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 %
Revenue Total:	1,208,509.00	1,208,509.00	0.00	0.00	-1,208,509.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	110,598.00	110,598.00	0.00	0.00	-110,598.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	2,750,000.00	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 %
Revenue Total:	3,085,000.00	3,085,000.00	0.00	0.00	-3,085,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	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 %
Revenue Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 112 - COMPUTER ASSESMENTS Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	1,520,000.00	1,520,000.00	0.00	0.00	-1,520,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	660,094.00	660,094.00	0.00	0.00	-660,094.00	0.00 %
Department: 000 - UNDESIGNATED Total:	660,094.00	660,094.00	0.00	0.00	-660,094.00	0.00 %
Revenue Total:	660,094.00	660,094.00	0.00	0.00	-660,094.00	0.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	660,094.00	660,094.00	0.00	0.00	660,094.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	660,094.00	660,094.00	0.00	0.00	660,094.00	0.00 %
Expense Total:	660,094.00	660,094.00	0.00	0.00	660,094.00	0.00 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	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 %
Revenue Total:	2,520,000.00	2,520,000.00	0.00	0.00	-2,520,000.00	0.00 %
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	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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

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	1,650,000.00	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 %
Revenue Total:	2,300,000.00	2,300,000.00	0.00	0.00	-2,300,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
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 %
Revenue Total:	1,800,000.00	1,800,000.00	0.00	0.00	-1,800,000.00	0.00 %
Expense						
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 %
Expense Total:	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 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	24,000,000.00	24,000,000.00	0.00	0.00	-24,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	24,010,000.00	24,010,000.00	0.00	0.00	-24,010,000.00	0.00 %
Revenue Total:	24,010,000.00	24,010,000.00	0.00	0.00	-24,010,000.00	0.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	0.00 %
900 - CAPITAL OUTLAY	23,010,000.00	23,010,000.00	0.00	0.00	23,010,000.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	24,010,000.00	24,010,000.00	0.00	0.00	24,010,000.00	0.00 %
Expense Total:	24,010,000.00	24,010,000.00	0.00	0.00	24,010,000.00	0.00 %
Fund: 380 - PARK BONDS 2020 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
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	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 C	0.00	0.00	0.00	0.00	0.00
380 - PARK BONDS 2020	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.: Community Dev.- Planning
AGENDA DATE: September 1, 2020
PAGE: Page 1of 10

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building and property located at 124 Yellow Jacket Drive with the parcel number 102H-00-038.00 are menaces to the public health, safety, and welfare of the community.

SUMMARY:

After inspection on overgrown lot conditions on July 6, 2020, and further on both dilapidated structure and yard issues on July 30, 2020, the city staff determined that the house and yard conditions on the subject property (Parcel # 102H-00-038.00) were neither fit for human habitation nor meet public health standards.

Miss. Code Ann. § 21-19-11 allows the municipality to clean the site within the one-year period after the date of the hearing at which the property of parcel of land was adjudicated.

Therefore, staff recommends the Board of Aldermen allow the staff initiating the process of Miss. Code Ann. § 21-19-11 to clean the property.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approval of initiating a public hearing under Miss. Code Ann. § 21-19-11 to determine that the building and property located at 124 Yellow Jacket Drive with the parcel number 102H-00-038.00 are menaces to the public health, safety, and welfare of the community.



Oktibbeha County Mississippi

Property Link OKTIBBEHA COUNTY, MS

Current Date 8/21/2020

Tax Year 2019

Records Last Updated 8/20/2020

PROPERTY DETAIL			
OWNER	HILL ERICA S		ACRES : **NA**
	499 MULDROW RD		LAND VALUE : 10000
			IMPROVEMENTS : 12840
	STARKVILLE MS 39760		TOTAL VALUE: 22840
			ASSESSED : 2284
PARCEL	102H-00-038.00		
ADDRESS	124 YELLOWJACKET		
	TAX INFORMATION		
YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	77.83	0.00	82.50
CITY	64.25	0.00	68.11
SCHOOL	100.64	0.00	106.68
TOTAL	242.72	0.00	260.29 6.00% Penalty + Print Fee
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL PT 24-X A STARIP OF 80' OFF		
HOMESTEAD CODE	REG	ENTIRE S END WELLBOURN SUB	
TAX DISTRICT	4110	15/484 2007/1137 2010/6520	
PPIN	007470	MAP 102H DB/PG 604/585 906/97	
SECTION	03	B 2010 P 6520 10/26/2010	
TOWNSHIP	18N		
RANGE	14E		
Book 2010	Page 6520		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2018	WOODMARK INVESTMENTS LLC	NOT REDEEMED
2017	DOWNTOWN RESTORATION	7/23/2020 HILL ERICA S

[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](#)

FIRST NOTICE OF VIOLATION

Erica S Hill
499 Muldrow Rd
Starkville, MS 39760

Case No. 20-000437
Issued: July 06, 2020

VIOLATION LOCATION

124 Yellowjacket,
Starkville, MS 39759

LEGAL DESCRIPTION

Pt 24-x A Starip Of 80' Offentire S End Wellbourn Sub

An inspection of the above referenced property was made on July 06, 2020. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than July 16, 2020.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 435-1719.

Issued By:

Lyle McCaskey

RECIPIENTS: Erica S Hill

Violations Listing

Overgrown Lots [Section 16.5]

Reported By: Lyle McCaskey on Jul 06, 2020 at 2:02 PM

Violations of the regulations of this section relating to prohibiting the existence of excessive accumulation or untended growth of grass, weeds, brush, undergrowth, or other living or dead plant life upon any lot, tract, tract, or parcel of land within the City are hereby declared to be and constitute a nuisance. 16.5.1. Prohibited Conditions. The following shall apply to any person owning, leasing, or having actual control of any lot, tract, or parcel of land located within the city: A. Improved Property. Grass or weeds shall be less than twelve (12) inches in height measured above the surface of the ground. B. Unimproved Property. Grass or weeds shall be less than twenty-four (24) inches in height measured above the surface of the ground. Unimproved properties of five (5) acres or more shall be mowed a minimum of four times during the annual growing season, beginning April 1st and ending October 31st.

CORRECTION

DESCRIPTION

**Remove overgrown lot conditions
(mow, weed-eat, etc)**

REQUIRED

For a case of nuisance, issue a written warning or a courtesy notice to the owner of the property, allowing ten (10) calendar days to correct the violation; For a case of public health and safety that requires immediate attention or after ten (10) days from the issuance of a written warning, issue a written Violation Notice to the owner of the property and/or a responsible party where the alleged violation occurred. (Section 3.19)





City of Starkville

110 W Main Street
Starkville, MS 39759
Phone: (662) 323-2525

Violation of Starkville Code of Ordinances

Erica S Hill
499 Muldrow Rd
Starkville, MS 39760

Case No. 20-000510
Issued: July 30, 2020

VIOLATION LOCATION

124 Yellowjacket,
Starkville, MS 39759

LEGAL DESCRIPTION

Pt 24-x A Starip Of 80' Offentire S End Wellbourn
Sub
Parcel ID #102h-00-038.00

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. We strive to improve our appearance to ensure the safety of all our citizens. Therefore, I am writing your property at the above noted address.

Our records indicate that the property referenced above is in violation of MCA Sec. 21-19-11 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

This letter is an official written notice that you have been given ten (10) days of date of said letter (not the violation date) to bring the property into compliance with Starkville's City Code of Ordinances.

Failure to bring this property into compliance could result in a summons to appear before the Municipal Court Judge, where court fees, fines, and related penalties may be administered.

Thank you in advance for your compliance. It is most appreciated. If you have any questions, please call the Community Development Department at (662) 323-2525. Again, I would like to thank you for helping to make Starkville an exciting, attractive and safe place to live.

Sincerely,

Code Enforcement Inspector

Violations Listing

Dilapidated Structures [MCA Sec. 21-19-11]

Reported By: Jeffery Lyles on Jul 30, 2020 at 10:22 AM

Property or Parcel of Land Determined to be Menace to Public Health, Safety and Welfare

CORRECTION

DESCRIPTION

Clean the Land

REQUIRED

It is the duty of person(s) in violation to comply by cleaning the lands affected.





Aug 13, 2020 at 10:02:24 AM
124 Yellow Jacket Dr
Starkville MS 39759
United States



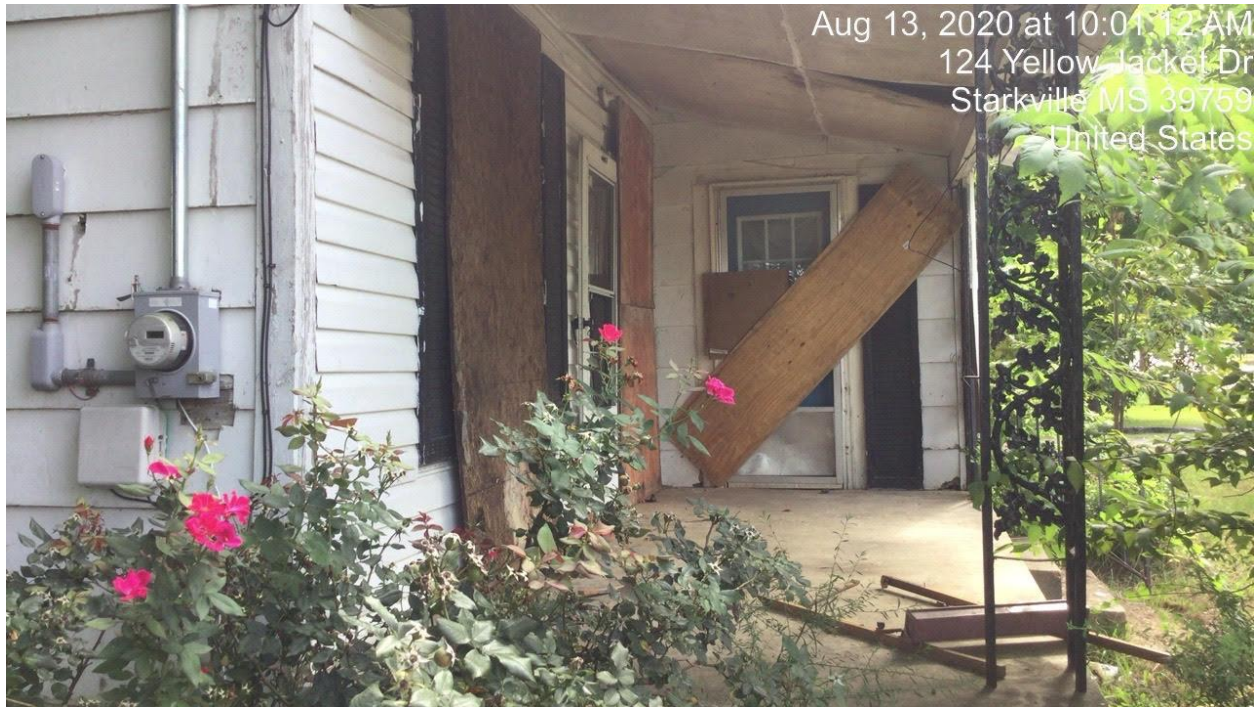
Aug 13, 2020 at 10:02:12 AM
122 Yellow Jacket Dr
Starkville MS 39759
United States



Aug 13, 2020 at 10:01:38 AM
126 Yellow Jacket Dr
Starkville MS 39759
United States



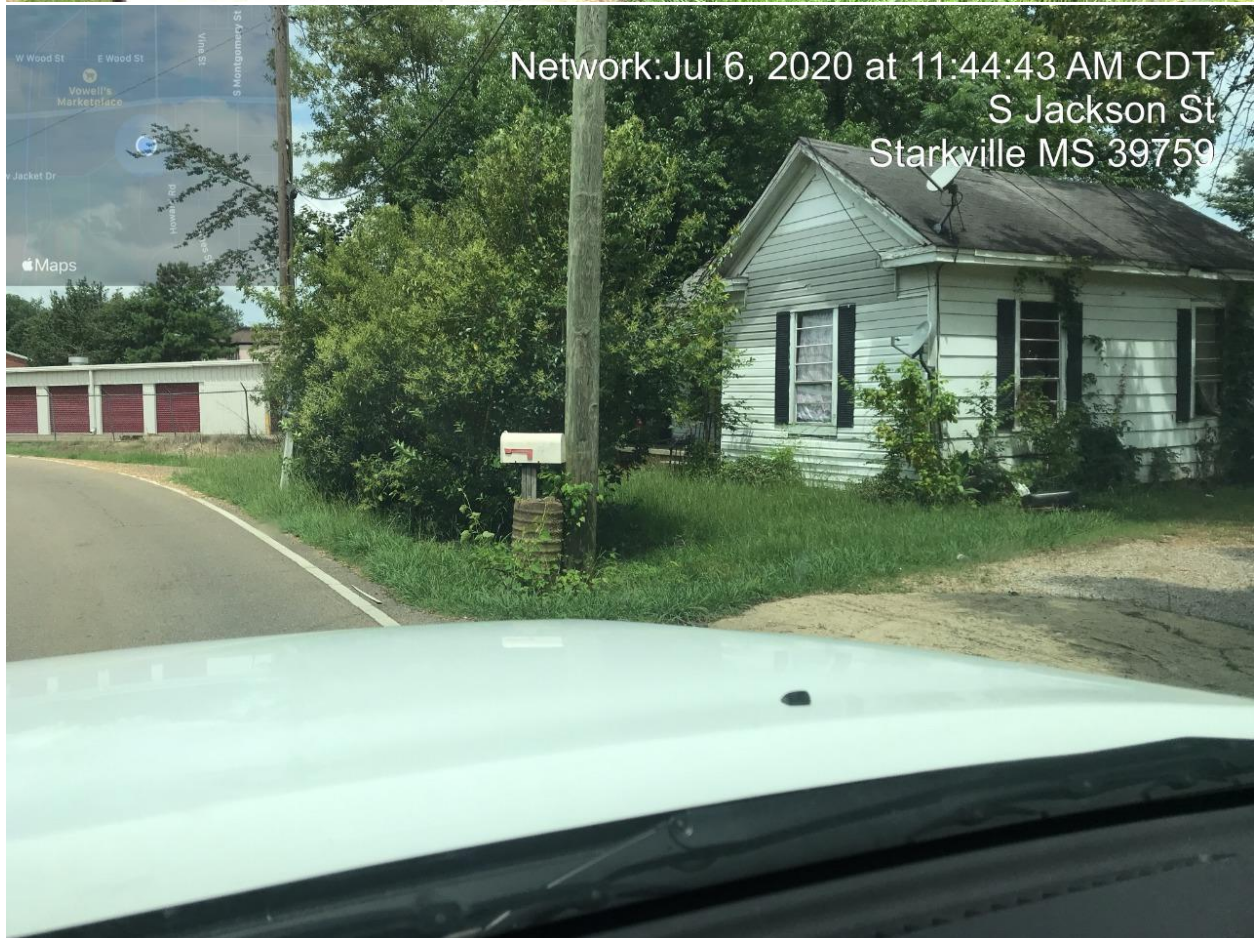
Aug 13, 2020 at 10:01:17 AM
124 Yellow Jacket Dr
Starkville MS 39759
United States



Aug 13, 2020 at 10:01:12 AM
124 Yellow Jacket Dr
Starkville MS 39759
United States



Aug 13, 2020 at 10:01:05 AM
124 Yellow Jacket Dr
Starkville MS 39759
United States





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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 09/01/2020
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 26, 2020 is \$1,119,833.22
Of which the claims amount for Starkville Utilities is \$ 575,750.85

**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 26, 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 8/20/2020 - 8/26/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-000-054-205	24.00
ADVANCED COVERT TECHNOLOGY	20-20327	08/17/2020	CAMERA AND CASE	001-000-334-126	4,999.00
MARK E. SHAW	4	08/21/2020	CONTRACT LABOR 08/10/20 - 08/21/20	001-000-054-205	465.00
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0032495	08/24/2020	AD VALOREM TAXES - JULY 2020	001-000-200-084	9.60
Outstanding Total:					5,527.60
Paid					
CORY SHIERS	1328597-0820	08/25/2020	REST. FROM D. PRESTON/DKT#1328597	001-000-149-691	200.00
SAVANNAH CAOBIANCO	1375364	08/25/2020	CHARGE RETIRED TO FILE	001-000-149-691	269.25
Paid Total:					469.25
Department 000 - UNDESIGNATED Total:					5,996.85
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	240.06
Outstanding Total:					240.06
Department 100 - BOARD OF ALDERMEN Total:					240.06
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
PETTY CASH VOUCHERS	08.13.20	08/13/2020	BATTERIES	001-110-501-200	4.28
CANON FINANCIAL SERVICES, INC	21797120	08/13/2020	QLA19783	001-110-604-330	151.76
CANON FINANCIAL SERVICES, INC	21797122	08/13/2020	SKA12799	001-110-604-330	119.76
Outstanding Total:					315.81
Department 110 - MUNICIPAL COURT Total:					315.81
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA	4033608929	08/01/2020	JME15733	001-120-604-330	43.80
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	131.39
CANON FINANCIAL SERVICES, INC	21797119	08/13/2020	JME15733	001-120-604-330	63.75
CADENCE /ELAN VISA	110214	08/20/2020	KROGER- WATER & SOFT DRINKS	001-120-503-202	19.97
Outstanding Total:					258.91
Department 120 - MAYORS OFFICE Total:					258.91
Department: 123 - IT					
Outstanding					
CADENCE /ELAN VISA	8362	07/27/2020	GATE.COM WEBHOSTING	001-123-600-300	157.45
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	496.46

Expense Approval Report

Post Dates: 8/20/2020 - 8/26/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	21797124	08/13/2020	XUW04732	001-123-604-330	102.80
Outstanding Total:					756.71
Department 123 - IT Total:					756.71
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
CANON FINANCIAL SERVICES, INC	21797122	08/13/2020	SKA12799	001-145-604-330	119.77
CANON FINANCIAL SERVICES, INC	21797125	08/13/2020	XUG04616	001-145-604-330	496.84
AMAZON CAPITAL SERVICES, INC.	1PYV-6YJ6-TCCX	08/14/2020	CLASSIFICATION FOLDERS, COPY PAPER	001-145-501-200	74.67
CADENCE /ELAN VISA	INV0032511	08/26/2020	VISA FINANCE CHARGE	001-145-691-550	37.74
Outstanding Total:					769.03
Department 145 - OTHER ADMINISTRATIVE Total:					769.03
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	396636	08/24/2020	GENERAL MATTERS	001-169-600-302	5,438.50
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	396636A	08/24/2020	COVID 19 LEGAL EXPENSE	001-169-600-302	812.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	396637	08/24/2020	LITIGATED MATTERS	001-169-600-312	2,162.16
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	396637A	08/24/2020	ANNEXATION LEGAL EXPENSE	001-169-600-312	1,870.50
Outstanding Total:					10,283.16
Department 169 - LEGAL Total:					10,283.16
Department: 180 - HUMAN RESOURCES					
Outstanding					
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	48.14
CADENCE /ELAN VISA	5429	08/03/2020	INDEED.COM-JULY 2020 ADVERTISING	001-180-610-340	212.16
Outstanding Total:					260.30
Department 180 - HUMAN RESOURCES Total:					260.30
Department: 190 - CITY PLANNER					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	8398	06/01/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	124.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8397	06/17/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8399	06/30/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	5.75
GOLDEN TRIANGLE PLANNING & DEV. INC	8557	07/07/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	124.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8554	07/09/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8558	07/14/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	62.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8555	07/21/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8556	07/27/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	219.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8559	07/31/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	11.50
CANON SOLUTIONS AMERICA	4033606436	08/01/2020	DRL72630	001-190-604-330	6.66
CANON SOLUTIONS AMERICA	4033608929	08/01/2020	JME15733	001-190-604-330	43.80

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	572.14
CANON FINANCIAL SERVICES, INC	21797119	08/13/2020	JME15733	001-190-604-330	63.75
CANON FINANCIAL SERVICES, INC	21797124	08/13/2020	XUW04732	001-190-604-330	102.79
CADENCE /ELAN VISA	3174071	08/13/2020	APA MEMBERSHIP/D. HAVELI	001-190-690-557	476.00
CADENCE /ELAN VISA	3174073	08/13/2020	APA MEMBERSHIP/E. CORBAN	001-190-690-557	380.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-190-525-231	6.00

Outstanding Total: 2,635.39

Department 190 - CITY PLANNER Total: 2,635.39

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

QUILL CORPORATION	8773575	07/21/2020	DISINFECTING WIPES- 7 PACKS OF THREE	001-192-535-233	88.97
FERGUSON ENTERPRISES, INC	0747396	08/05/2020	N95 MASKS, 3 PLY MASKS, HAND SANITIZER	001-192-535-233	516.89
QUILL CORPORATION	9395547	08/10/2020	2 CASES COPY PAPER	001-192-510-220	60.98
CINTAS	4058369967	08/11/2020	HAND SANITIZING STANDS -6	001-192-535-233	33.78
CINTAS	4058369980	08/11/2020	CITY HALL 08.11.20	001-192-510-220	14.52
AMAZON CAPITAL SERVICES, INC.	1PYV-6YJ6-TCCX	08/14/2020	CLASSIFICATION FOLDERS, COPY PAPER	001-192-510-220	57.56
AMAZON CAPITAL SERVICES, INC.	1L1W-W6PH-LHGM	08/17/2020	HAND SANITIZER, DISPOSABLE GLOVES, FACIAL	001-192-535-233	54.32
FERGUSON ENTERPRISES, INC	CM137047	08/17/2020	CREDIT FREIGHT CHGS ON INV #0747396	001-192-535-233	-27.59
POLLAN & ASSOC. PA	2020724	08/18/2020	DISINFECTANT SPRAY - 12 CA	001-192-535-233	148.88
CINTAS-PARKS	4058999187	08/18/2020	CITY HALL 08.18.20	001-192-510-220	64.52
CINTAS	4058999205	08/18/2020	SANITIZING STANDS AND SOA	001-192-510-220	27.09
CINTAS	4058999205	08/18/2020	SANITIZING STANDS AND SOA	001-192-535-233	33.78
LANN CHEMICAL & SUPPLY	069921	08/24/2020	ANTIBACTERIAL FOAM -30	001-192-535-233	367.50
CINTAS	4059645058	08/25/2020	HAND SANITIZING STANDS, SOAP	001-192-510-220	27.09
CINTAS	4059645058	08/25/2020	HAND SANITIZING STANDS, SOAP	001-192-535-233	33.78
CINTAS	4059645113	08/25/2020	CITY HALL 08.25.20	001-192-510-220	31.29
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	001-192-625-380	37.76

Outstanding Total: 1,571.12

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 1,571.12

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	1377	08/07/2020	MAIN STREET DUES- ANNUAL 2020	001-195-951-952	12,000.00
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Outstanding Total: 12,000.00

Department 195 - TRANSFERS TO OTHER AGENCIES Total: 12,000.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

GOLDEN TRIANGLE PLANNING & DEV. INC	8400	06/10/2020	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	73.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8401	06/16/2020	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	73.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8560	07/07/2020	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8561	07/15/2020	CEMETARY MAPPING ACCT/ UPDATES	001-196-691-300	146.00

Outstanding Total: 438.00

Department 196 - CEMETERY ADMINISTRATION Total: 438.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
Outstanding					
CANON SOLUTIONS AMERICA	4033608929	08/01/2020	JME15733	001-197-604-330	43.80
CANON FINANCIAL SERVICES, INC	21797119	08/13/2020	JME15733	001-197-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-197-525-231	2.00
MS ENGINEERING SOCIETY	INV0032491	08/17/2020	MEMBERSHIP DUES FOR EDWARD KEMP/300002746	001-197-690-555	120.00
MARK E. SHAW	4	08/21/2020	CONTRACT LABOR 08/10/20 - 08/21/20	001-197-600-308	465.00
FUELMAN / FLEETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	001-197-525-231	26.88
MS ENGINEERING SOCIETY	INV0032505	08/25/2020	ANNUAL DUES/BURNETT	001-197-690-555	155.00
Outstanding Total:					876.43
Department 197 - ENGINEERING Total:					876.43
Department: 201 - POLICE DEPARTMENT					
Outstanding					
ROCIC	0050866-IN	06/01/2020	JUL 2020-JUN 2021 SERVICE FEE	001-201-600-300	300.00
SHEPS CLEANERS-POLICE ACCOUNT	8798	07/01/2020	ALTERATIONS FOR J. JARVIS	001-201-535-233	80.00
TRI-STARR MUFFLER & BRAKE	293869	07/17/2020	S-64 AIR FILTER AND OIL CHANGE	001-201-630-360	54.09
BROWNELLS, INC	19560519.01	07/21/2020	PACT CLUB TIMER III	001-201-545-238	134.94
GULF STATES DISTRIBUTORS, INC.	1347473-IN	07/23/2020	BULLETS	001-201-545-238	636.00
GULF STATES DISTRIBUTORS, INC.	1347987-IN	07/23/2020	BULLETS	001-201-545-238	378.00
GULF STATES DISTRIBUTORS, INC.	1348384-IN	07/23/2020	BULLETS	001-201-545-238	389.70
MS ASSOC OF CHIEFS OF POLICE	INV0032490	07/28/2020	2020 ANNUAL MEMBERSHIP DUES/BALLARD	001-201-690-555	100.00
TRI-STARR MUFFLER & BRAKE	231321	07/31/2020	S-17 BATTERY, LABOR	001-201-630-360	201.49
AT&T PRIVATE LINE SERVICE	3120053594	08/01/2020	NCIC PRIVATE LINE SVC AUGUST 2020	001-201-604-330	217.97
CANON SOLUTIONS AMERICA	4033604018	08/01/2020	JMQ18878	001-201-635-369	91.85
CANON SOLUTIONS AMERICA	4033607665	08/01/2020	NZG06107	001-201-635-369	16.60
CANON SOLUTIONS AMERICA	4033611740	08/01/2020	JMQ18879	001-201-635-369	77.69
OKTIBBEHA COUNTY COOPERATIVE	593275	08/01/2020	SWAT BOOTS/GILLEN	001-201-535-233	99.85
AT&T GLOBAL	GH64885	08/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,556.93
REYNOLDS/RENASANT INSURANCE AGENCY	1055838	08/03/2020	AUTO INSURANCE-ADD	001-201-620-370	301.46
POLICE EQUIPMENT WORLDWIDE.COM LLC	PH216	08/03/2020	POLICE CARS/6300R2284869 MOTORCYCLE	001-201-535-233	1,229.90
A-1 TOWING	10209	08/04/2020	BOOTS/LEDLOW & HANOHAN TOW CROWN VIC TO A+ AUT	001-201-600-300	75.00
A-1 TOWING	10216	08/04/2020	TOW CROWN VIC TO TRI-STAR	001-201-600-300	75.00
R&M TIRES	1127590	08/04/2020	CROWN VIC VIN#1904, OIL & FILTER CHANGE, SPARK PLU	001-201-630-360	319.34
R&M TIRES	1127598	08/04/2020	SPARK PLUGS AND LABOR	001-201-630-360	174.92
R&M TIRES	1127632	08/05/2020	S-28 4 NEW TIRES, BALANCE, ALIGNMENT	001-201-630-360	666.68
INTAPOL	26453	08/05/2020	MOTORCYCLE UNIFORMS	001-201-535-233	1,067.94
CITY OF COLUMBUS	SPD-001336-0820	08/05/2020	FORENSIC LAB SERVICES INV # 797	001-201-600-300	420.00
R&M TIRES	1127644	08/06/2020	S-53 OIL PRESSURE SWITCH	001-201-630-360	150.50
R&M TIRES	1127695	08/10/2020	S-8 MOUNT AND BALANCE TIRE, ALIGNMENT	001-201-630-360	111.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
BOB'S MOBILE RADIO	316038	08/10/2020	EQUIPMENT/CAMERA/RADIO MAINTENANCE	001-201-630-400	525.00
R&M TIRES	1127707	08/11/2020	S-44 OIL AND FILTER CHANGE	001-201-630-360	52.50
R&M TIRES	1127710	08/11/2020	S-38 OIL AND FILTER CHANGE	001-201-630-360	52.50
LAIRD CLINIC -POLICE ACCOUNT	907614	08/11/2020	PHYSICAL EXAM-S.GILLEN	001-201-600-319	178.00
R&M TIRES	1127728	08/12/2020	S-9 INSTALL BATTERY	001-201-630-360	35.00
R&M TIRES	1127730	08/12/2020	S-59 OIL AND FILTER CHANGE, INSTALL BATTERY	001-201-630-360	77.50
OKTIBBEHA COUNTY COOPERATIVE	593217	08/12/2020	SWAT BOOTS/MOULTRIE	001-201-535-233	99.85
IVY AUTO PARTS, LLC.	645361	08/12/2020	S-9 BATTERY	001-201-630-360	122.66
LOWE'S-POLICE	908507	08/12/2020	ELECTRONIC LOCK FOR FIRING RANGE	001-201-630-426	139.52
IVY AUTO PARTS, LLC.	S-59	08/12/2020	S-59 BATTERY	001-201-630-360	122.66
CANON FINANCIAL SERVICES, INC	21797121	08/13/2020	QNR08831	001-201-635-369	114.71
CANON FINANCIAL SERVICES, INC	21797123	08/13/2020	XLG06726	001-201-635-369	258.41
CANON FINANCIAL SERVICES, INC	21797128	08/13/2020	2JH03908	001-201-635-369	735.93
CANON FINANCIAL SERVICES, INC	21797129	08/13/2020	28X01513	001-201-635-369	70.53
FIRST RESPONSE FIRE- MIKE COLLINS	2782	08/13/2020	20 NEW FIRE EXTINGUISHERS	001-201-556-251	440.00
INTERNAT'L ASSN CHIEFS OF POLICE	INV0032488	08/13/2020	ANNUAL MEMBERSHIP DUES	001-201-690-555	190.00
ATMOS ENERGY	INV0032502	08/13/2020	# 4022600568/POLICE STATIO	001-201-625-380	125.90
AT&T-NCIC MONITOR LINE	08.14.20	08/14/2020	ACCT#662-615-1467 637 059	001-201-604-330	41.95
OKTIBBEHA COUNTY COOPERATIVE	593714	08/14/2020	MEN'S SWAT BOOTS	001-201-535-233	99.85
UPS STORE 3702	INV0032497	08/14/2020	CERTIFIED MAIL	001-201-604-330	11.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-201-525-231	30.00
WALMART -GENERAL CITY	08416	08/17/2020	ABSORBER, DVD-R PKS, GLASS CLEANER	001-201-501-200	116.85
BOB'S MOBILE RADIO	316039	08/17/2020	EQUIPMENT/CAMERA/RADIO MAINTENANCE	001-201-630-400	345.00
FUELMAN / FLEETCOR	NP58701775	08/17/2020	FUEL REPORT 08/10/20 - 8/16/20	001-201-525-231	1,458.80
STARKVILLE NARCOTICS	INV0032494	08/24/2020	INFORMANT FEES	001-201-600-304	1,545.00
FUELMAN / FLEETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	001-201-525-231	2,052.71

Outstanding Total: 19,189.19

Department 201 - POLICE DEPARTMENT Total: 19,189.19

Department: 261 - FIRE DEPARTMENT

Outstanding

SHEPS CLEANERS- FIRE ACCOUNT	9304	07/13/2020	10 PAIR TROUSERS/C YARBROUGH	001-261-600-430	55.00
SHEPS CLEANERS- FIRE ACCOUNT	9955	07/24/2020	3 PAIR TROUSERS & 4 SHIRTS CLEANED	001-261-600-430	39.50
STATE FIRE ACADEMY	28235	07/28/2020	SAFETY OFFICER TRAINING/M. FORT	001-261-600-390	400.00
NEWELL PAPER COMPANY	3109650	07/30/2020	AIR FRESHNERS	001-261-555-208	65.40
NEWELL PAPER COMPANY	3109744	07/31/2020	TISSUE, DISH DETERGENT, MOP, CLEANER	001-261-555-208	1,090.49
SUNBELT FIRE APPARATUS	324821	07/31/2020	STARTER	001-261-630-360	434.20
SHEPS CLEANERS- FIRE ACCOUNT	9306	07/31/2020	3 PR PANTS CLEANED/C.YARBROUGH	001-261-600-430	16.50
AIRGAS USA, LLC	9972608655	07/31/2020	MONTHLY CYLINDER RENTAL	001-261-630-360	59.56
ALARM SECURITIES, INC. dba ASI	08012020-128	08/01/2020	AUGUST 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
UPS	54E5Y310	08/01/2020	SHIPPING CHARGES	001-261-604-330	21.52

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VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	400.10
GATEWAY TIRE & SERVICE CENTER	1018-129328	08/03/2020	REPAIR REGULAR FLAT LOOSE	001-261-630-360	15.30
SUNBELT FIRE APPARATUS	123397	08/03/2020	E-5 REPAIRS-BATTERIES FAILED LOAD TEST	001-261-630-360	437.50
NORTHEAST EXTERMINATING	20005	08/03/2020	FIRE STATION # 1 / DATE OF SERVICE 08.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	20006	08/03/2020	FIRE STATION #3 / DATE OF SERVICE 08.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	20007	08/03/2020	FIRE STATION # 5 / DATE OF SERVICE 08.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	20008	08/03/2020	FIRE STATION #2 / DATE OF SERVICE 08.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	20009	08/03/2020	FIRE STATION # 4 / DATE OF SERVICE 08.03.20	001-261-558-269	22.00
INTERSTATE BATTERY OF CNTRL MS	98524	08/03/2020	4 BATTERIES	001-261-630-360	479.80
NORTHEAST EXTERMINATING	20101	08/04/2020	TERMITE RENEWAL WARRANTY/STATION 4	001-261-558-269	100.00
RACKLEY OIL INC.	535827	08/05/2020	DIESEL EXHAUST FLUID	001-261-525-231	22.96
NEILL GAS, INC.	952244	08/05/2020	YEARLY TANK RENTAL	001-261-625-380	24.00
ENTENMANN-ROVIN CO.	0153352-IN	08/06/2020	UNIFORM BADGES	001-261-535-233	740.90
SENECA FTI	44309	08/06/2020	4 HUMPHREY AIR PILOT	001-261-630-360	65.82
ATMOS ENERGY	INV0032500	08/07/2020	#3055511080 /FIRESTATION #	001-261-625-380	66.45
STARKVILLE AUTO PARTS	136102	08/10/2020	FD2 AND SPRINT 1 OIL AND FILTERS	001-261-630-360	85.15
LOWE'S-FIRE	974248	08/10/2020	DISHWASHER STATION 1	001-261-558-269	407.55
O'REILLY AUTO PARTS	0997-151451	08/11/2020	FD3 - STARTER	001-261-630-360	165.88
DIRECTV	37679289305	08/11/2020	SATELLITE FOR STATION 5	001-261-625-380	351.48
CADENCE /ELAN VISA	411192	08/11/2020	OCH REG. MEDICAL CENTER - 25 CPR CARDS	001-261-691-550	125.00
FIRST RESPONSE FIRE- MIKE COLLINS	2781	08/12/2020	NEW FIRE BOOTS	001-261-535-233	225.00
WALMART -GENERAL CITY	01761	08/13/2020	BED LINENS FOR NEW FIREFIGHTERS	001-261-691-550	147.99
CANON FINANCIAL SERVICES, INC	21797127	08/13/2020	2JU08031	001-261-604-330	278.14
RACKLEY OIL INC.	536313	08/13/2020	DIESEL EXHAUST FLUID	001-261-525-231	139.74
OKTIBBEHA COUNTY COOPERATIVE	593745	08/14/2020	CORD HOLDER, TRIMMER LIN	001-261-555-250	27.18
ATMOS ENERGY	INV0032501	08/14/2020	# 3020829684/FIRESTATION #	001-261-625-380	43.23
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-261-525-231	12.00
LARRY BROWNLEE JR.	INV0111	08/17/2020	OVERHEAD DOOR REPAIRS- STATION 4	001-261-558-269	200.00
FUELMAN / FLEETCOR	NP58701775	08/17/2020	FUEL REPORT 08/10/20 - 8/16/20	001-261-525-231	133.38
ARMY NAVY PAWN SHOP	081820A	08/18/2020	6 PAIR REV TAC UNIFORM PANTS	001-261-535-233	222.00
LOWE'S-FIRE	910126	08/19/2020	WINDOW BLIND	001-261-558-269	29.46
MS FIREFIGHTERS ASSOCIATION	INV0032492	08/20/2020	DUES FOR ROCKWELL, STARKS, LINDSEY	001-261-690-555	60.00
LOWE'S-FIRE	904636	08/21/2020	CORDLESS IMPACT DRIVER, BATTERY, WORK LIGHT	001-261-554-240	472.15
FUELMAN / FLEETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	001-261-525-231	635.63
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	001-261-625-380	1,978.17
Outstanding Total:					10,436.95

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Paid					
JMCM CONSULTING	INV2020-047	08/06/2020	FIREFIGHTER GRANT PROGRAM/EMW-2019-FG-03099	001-261-600-300	7,359.31
Paid Total:					7,359.31
Department 261 - FIRE DEPARTMENT Total:					17,796.26
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA	4033608929	08/01/2020	JME15733	001-281-604-330	43.82
AMAZON CAPITAL SERVICES, INC.	1KLV-D4PR-FPVQ	08/12/2020	IPAD CASE AND KEYBOARD	001-281-501-200	69.90
CANON FINANCIAL SERVICES, INC	21797119	08/13/2020	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-281-525-231	4.00
AMAZON CAPITAL SERVICES, INC.	1WFW-96QN-4RDJ	08/17/2020	AVERY DIVIDERS	001-281-501-200	15.55
FUELMAN / FLEETCOR	NP58701775	08/17/2020	FUEL REPORT 08/10/20 - 8/16/20	001-281-525-231	32.01
FUELMAN / FLEETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	001-281-525-231	71.22
TRUSTMARK NATIONAL BANK	09.18.20	08/25/2020	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	427.69
TRUSTMARK NATIONAL BANK	09.18.20	08/25/2020	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	23.69
Outstanding Total:					751.63
Department 281 - BUILDING/CODES OFFICE Total:					751.63
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	001-290-625-380	137.09
Outstanding Total:					137.09
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					137.09
Department: 301 - STREET DEPARTMENT					
Outstanding					
HILL MANUFACTURING COMPANY, INC.	65584	07/31/2020	ASPHALT & TAR REMOVER, PUMP SIPHON	001-301-630-360	1,401.00
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	344.41
BELL BUILDING SUPPLY, INC.	295430	08/07/2020	SAW BLADES, HITCH PINS, SCREWDRIVERS, SELF DRILL	001-301-555-250	171.97
APAC-MISSISSIPPI, INC	400099180	08/08/2020	5.92 TONS ASPHALT	001-301-560-270	435.12
STARKVILLE AUTO PARTS	136134	08/11/2020	THROTTLE SENSOR, DOOR REPAIR KIT	001-301-630-360	137.98
STARKVILLE AUTO PARTS	136138	08/11/2020	RELAY	001-301-630-360	24.99
UNITED RENTALS (NORTH AMERICA), INC.	184776774-001	08/11/2020	GROOVER, 2 BLADES	001-301-560-270	342.44
UNITED RENTALS (NORTH AMERICA), INC.	184781113-001	08/11/2020	RENT CONCRETE PLANER	001-301-560-270	56.34
UNITED RENTALS (NORTH AMERICA), INC.	184781892-001	08/11/2020	CONCRETE PLACER W/HOOK, HANDEDGER	001-301-560-270	53.16
BELL BUILDING SUPPLY, INC.	295716	08/11/2020	CONCRETE EXP JOINT BLACK	001-301-560-270	7.98
BELL BUILDING SUPPLY, INC.	295804	08/11/2020	CONCRETE EXP JOIN BLACK, PINE LUMBER	001-301-560-270	85.75
CINTAS	4058370045	08/11/2020	STREET DEPT. 08.11.20	001-301-555-250	39.88
MMC MATERIALS, INC.	667065	08/11/2020	1 CY READY MIX CONCRETE W/FIBERS/DELIVERY CHG	001-301-560-270	231.00
WATERS TRUCK & TRACTOR CO. INC.	01P180176	08/12/2020	VALVE TUBE, ACCUMULATOR, COMPRESSOR	001-301-630-360	397.99
GATEWAY TIRE & SERVICE CENTER	1018-129857	08/12/2020	REPLACE 4 TRAILER TIRES	001-301-630-400	544.20

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CINTAS FIRST AID & SAFETY	5025022607	08/12/2020	SAFETY GLASSES, NYLON WORK GLOVES	001-301-555-250	505.95
MMC MATERIALS, INC.	667445	08/12/2020	2.25 CY CONCRETE W/FIBERS/DELIVERY CHG	001-301-560-270	331.25
STARKVILLE AUTO PARTS	136202	08/13/2020	REFRIGERANT, WIRE TIES, PAG 100 VISCOSITY	001-301-630-360	223.35
STARKVILLE AUTO PARTS	136208	08/13/2020	TUBE REPAIR KIT, DOUBLE ENDED SCR	001-301-630-360	57.38
BELL BUILDING SUPPLY, INC.	296029	08/13/2020	PICK MATT	001-301-555-250	30.35
OKT COUNTY	A3005	08/13/2020	250 GALLONS CRS2	001-301-560-270	900.00
STARKVILLE AUTO PARTS	136250	08/14/2020	CFI HYDRAULICS	001-301-630-360	34.58
STARKVILLE AUTO PARTS	136251	08/14/2020	AC LINE, AC TUBE, FREIGHT	001-301-630-360	126.27
CADENCE /ELAN VISA	259851	08/14/2020	TRACTOR SUPPLY-BOOTS FOR C. BLACK	001-301-691-550	109.99
ATMOS ENERGY	INV0032503	08/14/2020	# 3020752444/STREET DEPT	001-301-625-380	28.83
FASTENAL COMPANY	MSSTA93752	08/14/2020	ASSORTED SCREWS, BOLTS, WASHERS,	001-301-555-250	64.78
APAC-MISSISSIPPI, INC	4000099254	08/15/2020	5.93 TONS OF ASPHALT	001-301-560-270	435.86
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-301-525-231	16.00
MSU FACILITIES	INV0032493	08/15/2020	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	37.42
MANAGEMENT- TRAFFIC LIGHTS	133495	08/17/2020	DOUBLE TAPER PARKING STOP W/DRAIN SLOT	001-301-560-270	1,575.00
BELL BUILDING SUPPLY, INC.	296409	08/17/2020	TRAFFIC PAINT	001-301-565-272	35.99
FUELMAN / FLEETCOR	NP58701775	08/17/2020	FUEL REPORT 08/10/20 - 8/16/20	001-301-525-231	349.18
PETTY CASH VOUCHERS	08.18.20	08/18/2020	FUEL	001-301-525-231	57.00
UNITED RENTALS (NORTH AMERICA), INC.	185039778-001	08/18/2020	EQUIPMENT RENTAL	001-301-630-400	70.50
BELL BUILDING SUPPLY, INC.	296473	08/18/2020	BIT HAMMER, MEASURE TAPE, WEDGE ANCHOR	001-301-555-250	107.87
CINTAS	4058999160	08/18/2020	STREET DEPT. 08.18.20	001-301-555-250	39.88
FASTENAL COMPANY	MSSTA93811	08/18/2020	SCREWS	001-301-555-250	44.00
FASTENAL COMPANY	MSSTA93836	08/19/2020	GRINDING DISC, LENOX LAZER, FREEZE POPS	001-301-555-250	104.19
CONSOLIDATED PIPE AND SUPPLY	3103290	08/20/2020	DUAL WALL PIPE, STORM PIPE	001-301-560-270	999.20
CONSOLIDATED PIPE AND SUPPLY	3103342	08/20/2020	DUAL WALL PIPE	001-301-560-270	2,603.60
THOMPSON MACHINERY*	PC110290613	08/20/2020	PARTS FOR THE HYDRO-DIG	001-301-630-400	241.41
NEXAIR, LLC	08088937	08/21/2020	2 20 CF CYLINDERS, 2 ACETYLENE CYLINDERS	001-301-555-250	403.04
JCB OF ALABAMA-SOUTHLAND MACHINERY	19202L	08/21/2020	THERMOSTAT, GASKET, SHIPPING	001-301-630-360	159.90
EAST MISSISSIPPI LUMBER CO	D69299	08/24/2020	POLY SCOOP, MANURE SCOOP, RAKE	001-301-555-250	79.77
FUELMAN / FLEETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	001-301-525-231	476.05
TRUSTMARK NATIONAL BANK	09.18.20	08/25/2020	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	427.69
TRUSTMARK NATIONAL BANK	09.18.20	08/25/2020	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	23.68
CINTAS	4059645076	08/25/2020	STREET DEPT. 08.25.20	001-301-555-250	35.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032504	08/26/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	136.72
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	001-301-625-380	28,837.04
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
Outstanding Total:					44,001.71
Department 301 - STREET DEPARTMENT Total:					44,001.71

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Department: 360 - ANIMAL CONTROL					
Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-360-525-231	2.00
FUELMAN / FLEETCOR	NP58701775	08/17/2020	FUEL REPORT 08/10/20 - 8/16/20	001-360-525-231	30.44
Outstanding Total:					32.44
Department 360 - ANIMAL CONTROL Total:					32.44
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
POWERSTROKE EQUIPMENT SALES & SVC	4500	05/11/2020	72" BELT, SPARK PLUGS	001-550-690-360	161.97
CINTAS-PARKS	4052371320	06/03/2020	WEEKLY MAT CLEANING 06.03.20	001-550-501-208	37.83
REX TEAM SPORTS	RTC62292	07/06/2020	ONE BASKETBALL JERSEY PLUS FACTORY DIRECT FREIGH	001-550-501-415	29.50
POWERSTROKE EQUIPMENT SALES & SVC	4835	07/31/2020	ORANGE GRABBER	001-550-555-250	22.99
THYSSENKRUPP ELEVATOR CORP	3005393501	08/01/2020	ELEV. MAINT CONTRACT- PARKS -08/01/20-10/31/20	001-550-630-426	770.40
CADENCE /ELAN VISA	3768517179	08/02/2020	GSUITES MONTHLY CHARGE- PARKS	001-550-600-330	109.93
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
EWING IRRIGATION	12292906	08/04/2020	VALVES FOR SPLASH PAD PROJECT	001-550-630-402	325.26
CINTAS-PARKS	4057892916	08/05/2020	WEEKLY MAT CLEANING 08.05.20	001-550-501-208	37.83
WATERMARK PRINTERS LLC	13447	08/07/2020	500 BUSINESS CARDS	001-550-501-200	55.00
LOWE'S- PARKS	908027	08/07/2020	BOTTLED WATER FOR CORNERSTONE GROUNDBREAKING	001-550-512-200	3.79
ATMOS ENERGY	INV0032499	08/10/2020	# 3019958172 /PARKS	001-550-600-340	28.83
INTERSTATE BATTERY OF CNTRL MS	98659	08/11/2020	BATTERY FOR EXPLORER (CUSTODIAN CAR)	001-550-690-360	173.90
CINTAS-PARKS	4058547043	08/12/2020	WEEKLY MAT CLEANING 08.12.20	001-550-501-208	37.83
CANON FINANCIAL SERVICES, INC	21797126	08/13/2020	XUG02274	001-550-600-330	358.03
MATTOX SERVICES, INC	475509	08/13/2020	40 BAGS QUICK DRY AND MV	001-550-501-415	790.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	001-550-525-231	8.00
ANYTIME COOLING & HEATING, LLC	446	08/16/2020	SVC CALL/3 PHASE BREAKER TRIPPED ON CONDENSER	001-550-630-426	70.00
AMAZON CAPITAL SERVICES, INC.	1L1W-W6PH-LHGM	08/17/2020	HAND SANITIZER, DISPOSABLE GLOVES, FACIAL	001-550-501-200	12.59
LIBERTY WASTE, INC.	2806	08/17/2020	PORTA JOHN RENTALS-MCKEE, KING,MONCRIEF PAR	001-550-600-300	510.00
POWERSTROKE EQUIPMENT SALES & SVC	4902	08/18/2020	BELT FOR LAWNMOWER	001-550-600-370	94.99
OKTIBBEHA COUNTY COOPERATIVE	594714	08/18/2020	ROUND UP - 4	001-550-636-110	167.80
CINTAS-PARKS	4059182720	08/19/2020	WEEKLY MAT CLEANING 08.19.20	001-550-501-208	37.83
FUELMAN / FLEETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	001-550-525-231	123.45
VINCENT HILL	INV0032498	08/25/2020	BASKETBALL TOURNAMENT REFUND	001-550-949-978	250.00
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	001-550-600-340	13,012.40
Outstanding Total:					17,270.16
Department 550 - PARKS AND REC DEPARTMENT Total:					17,270.16

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 600 - CAPITAL PROJECTS					
Outstanding					
KIMLEY HORN	014160000-0520	08/13/2020	10 MINUTE WALK GRANT/SVCS THRU 05.31.20	001-600-948-860	6,506.57
Outstanding Total:					6,506.57
Department 600 - CAPITAL PROJECTS Total:					6,506.57
Fund 001 - GENERAL FUND Total:					142,086.82

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT					
Outstanding					
VERIZON WIRELESS	9859931693	08/02/2020	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	48.14
SAFETY FLAG CO. OF AMERIC	83881	08/06/2020	ORANGE WINDSOCKS	015-505-691-550	299.26
MAXXSOUTH BROADBAND	INV0032489	08/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
OKTIBBEHA COUNTY COOPERATIVE	592101	08/08/2020	FERRIS BLADE SET 61"	015-505-630-400	73.55
WALMART -GENERAL CITY	06161	08/10/2020	INVOICE BOOKS, PAPER TOWELS, BRUSH, PAINT TRIM	015-505-541-237	87.72
TITAN AVIATION FUELS	3321769	08/12/2020	JET A FUEL	015-505-525-233	12,635.63
MAGNOLIA BOTTLED WATER CO	43882	08/13/2020	3 FIVE GALLON BOTTLES OF WATER, 2 SLEEVES CUPS	015-505-691-550	30.50
STARKVILLE AUTO PARTS	136391	08/19/2020	BRAKLEEN AND OIL FILTERS	015-505-570-273	23.67
REMOTE SYSTEMS	2531	08/20/2020	AWOS SCHEDULED MAINTENANCE	015-505-600-338	800.00
WALMART -GENERAL CITY	09245	08/25/2020	CUTLERY, COFFEE STIR, FOL CLASSIC	015-505-541-237	11.93
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	015-505-625-380	1,691.05
Outstanding Total:					15,839.66
Department 505 - AIRPORT Total:					15,839.66
Fund 015 - AIRPORT FUND Total:					15,839.66

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	8518	08/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	241.50
GOLDEN TRIANGLE PLANNING & DEV. INC	8519	08/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8520	08/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
SGK LANDSCAPES, LLC	WO17131	08/03/2020	RUSSELL ST: REMOVE DEAD TREES, STAKED LEANING TREE	022-322-600-338	128.33
SGK LANDSCAPES, LLC	WO17132	08/03/2020	LOUISVILLE ST. MEDIAN REPAIRS TO 3 TREES	022-322-600-338	75.00
POWERSTROKE EQUIPMENT SALES & SVC	4847	08/04/2020	REPAIR WALK BEHIND EXMARK MOWER	022-322-630-400	62.99
GATEWAY TIRE & SERVICE CENTER	1018-129455	08/05/2020	TRUCK #98 ONE NEW TIRE AND MOUNT	022-322-630-360	295.60
STARKVILLE AUTO PARTS	135917	08/05/2020	STARTER	022-322-630-360	268.04
PAUL'S WELDING	0516	08/06/2020	REPAIR TRAILER TAILGATE	022-322-630-400	70.00
STARKVILLE AUTO PARTS	135979	08/06/2020	HYD HOSES-58	022-322-630-360	109.08
BELL BUILDING SUPPLY, INC.	295220	08/06/2020	LOCKS FOR DIRECTOR OFFICE & LEAD FOREMAN OFFICE	022-322-555-250	28.24
NEWELL PAPER COMPANY	3110327	08/06/2020	2 CASES WHITE LINERS	022-322-555-250	55.54
POWERSTROKE EQUIPMENT SALES & SVC	4861	08/06/2020	REPAIR EXMARK MOWER	022-322-630-400	272.94
GATEWAY TIRE & SERVICE CENTER	1018-129587	08/07/2020	TRUCK #42 ONE NEW TIRE AND MOUNT	022-322-630-360	295.60
TERRY'S GARAGE & REPAIRS, LLC	3896	08/07/2020	TRUCK #38 REPLACE HYD LINE	022-322-630-360	190.73

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OKTIBBEHA COUNTY COOPERATIVE	592718	08/10/2020	TRACTOR SEAT, LOCKING PINS	022-322-630-400	89.57
GATEWAY TIRE & SERVICE CENTER	1018-129769	08/11/2020	PUSH MOWER TIRE REPAIR, ONE NEW TIRE	022-322-630-400	67.05
WATERMARK PRINTERS LLC	13462	08/12/2020	6 PURCHASE ORDER BOOKS	022-322-501-200	191.00
OKTIBBEHA COUNTY COOPERATIVE	593207	08/12/2020	3 SLEEVES, 2 WASHERS	022-322-555-250	42.97
FASTENAL COMPANY	MSSTA93719	08/12/2020	WORK GLOVES	022-322-555-250	67.37
WALMART -GENERAL CITY	07187	08/13/2020	SHREDDER	022-322-501-200	58.00
GATEWAY TIRE & SERVICE CENTER	1018-129840	08/13/2020	TRUCK #43 FIX FLAT, TRUCK STEM	022-322-630-360	7.95
GATEWAY TIRE & SERVICE CENTER	1018-129865	08/13/2020	XMARK #2 TIRE	022-322-630-400	100.60
GATEWAY TIRE & SERVICE CENTER	1018-129884	08/13/2020	TRACTOR #1 REPAIR FLAT AND ONE NEW TIRE	022-322-630-400	441.54
GATEWAY TIRE & SERVICE CENTER	1018-129902	08/13/2020	TRUCK #91 3 NEW TIRES AND MOUNTS	022-322-630-360	886.80
STARKVILLE AUTO PARTS	136219	08/13/2020	HYD HOSE, SYDR FITTING, HYD FLUID	022-322-630-360	240.03
POWERSTROKE EQUIPMENT SALES & SVC	4890	08/13/2020	REPAIR EXMARK, BUMP HEAD, TRIMMER LINE	022-322-630-400	595.88
WALMART -GENERAL CITY	07508	08/14/2020	MICROWAVE	022-322-501-200	69.88
DOBBS PETERBILT	85687PM	08/14/2020	TRUCK #93 REPAIR INTAKE PIPING, AIR LEAK, PM SVC	022-322-630-360	1,846.20
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4111	08/15/2020	AUGUST 2020 MONTHLY TESTING	022-322-525-231	66.00
PETTY CASH VOUCHERS	08.17.20	08/17/2020	FUEL	022-322-525-231	104.16
STARKVILLE AUTO PARTS	136330	08/17/2020	HYD FLUID AND BLUE DEF FLUID	022-322-525-231	748.92
TERRY'S GARAGE & REPAIRS, LLC	3926	08/17/2020	TRUCK #33 YOKE AND U-JOINT KIT	022-322-630-360	469.67
POWERSTROKE EQUIPMENT SALES & SVC	4900	08/17/2020	AIR FILTERS, BELT COVER, BATTERY	022-322-630-360	194.93
OKTIBBEHA COUNTY COOPERATIVE	594416	08/17/2020	GASKET, SPRAY, ETC	022-322-630-360	10.67
FUELMAN / FLETCOR	NP58701775	08/17/2020	FUEL REPORT 08/10/20 - 8/16/20	022-322-525-231	581.22
EMPIRE TRUCK SALES, LLC	RE005013142	08/17/2020	TRUCK #38 REPAIRS TO EGR VALVE & INTAKE SENSOR	022-322-630-360	2,678.98
POWERSTROKE EQUIPMENT SALES & SVC	4905	08/18/2020	BR700 BLOWER REPAIR	022-322-630-400	483.96
POWERSTROKE EQUIPMENT SALES & SVC	4908	08/18/2020	REPAIR MS180	022-322-630-400	145.94
OKTIBBEHA COUNTY COOPERATIVE	594690	08/18/2020	NOZZLE, TIP SCREEN, BRASS HOSE CLAMP	022-322-630-360	71.77
PAUL'S WELDING	0524	08/19/2020	TRUCK #43 REPAIR REAR STE	022-322-630-360	70.00
CITY ALIGNMENT SERVICE	74537	08/19/2020	TRUCK #97 TUNE ENGINE & REPLACE IGNITION COIL	022-322-630-360	620.34
MELINDA JOHNSON	1	08/20/2020	WASHING SUPPLIES, LAUNDRY/RETURNED UNIFORMS	022-322-535-233	29.00
TERRY'S GARAGE & REPAIRS, LLC	3946	08/20/2020	TRUCK #38 REPLACE TRANSMISSION LINES	022-322-630-360	1,234.54
FUELMAN / FLETCOR	NP58720599	08/24/2020	FUEL REPORT 08/17/20 - 8/23/20	022-322-525-231	888.06
TRUSTMARK NATIONAL BANK	09.18.2020	08/25/2020	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,565.36
TRUSTMARK NATIONAL BANK	09.18.2020	08/25/2020	#90089/STREET SWEEPER PAYMENT	022-322-830-873	178.23
STARKVILLE UTILITIES	INV0032506	08/26/2020	UTILITY BILLS BY DEPT	022-322-625-380	1,866.62
Outstanding Total:					20,825.80
Department 322 - SANITATION DEPARTMENT Total:					20,825.80
Fund 022 - ENVIRONMENTAL SERVICES Total:					20,825.80

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Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESSMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-307083	09/01/2020	MAINT-THERMAL PRINTER, CASH DRAWER, CODE SCANNER,	107-112-600-303	12,860.94
TYLER TECHNOLOGIES	025-307760	09/01/2020	MONTHLY COURT MAINT- SEPT. 2020	107-112-600-303	175.00
Outstanding Total:					13,035.94
Department 112 - COMPUTER ASSESSMENTS Total:					13,035.94
Fund 107 - COMPUTER ASSESSMENTS Total:					13,035.94
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	124413	08/21/2020	HEADWATERS INV#124413	303-600-600-309	13,772.98
Outstanding Total:					13,772.98
Department 600 - CAPITAL PROJECTS Total:					13,772.98
Fund 303 - INDUSTRIAL PARK BOND Total:					13,772.98
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
MMC MATERIALS, INC.	665230	08/03/2020	3 CY READY MIX CONCRETE/BROOKWOOD	319-600-948-854	393.00
TERRY STIDHAM CONSTRUCTION	INV0032496	08/21/2020	INLET RETROFIT PJT/SS-2 INLETS @BROOKWOOD ST.	319-600-948-854	4,600.00
Outstanding Total:					4,993.00
Department 600 - CAPITAL PROJECTS Total:					4,993.00
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					4,993.00
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Paid					
TRUSTMARK NATIONAL BANK	09.01.20	08/25/2020	#39297/2 DODGE TRUCKS	375-551-840-882	4,098.24
TRUSTMARK NATIONAL BANK	09.01.20	08/25/2020	#39297/2 DODGE TRUCKS	375-551-840-883	180.26
REGIONS BANK	R1200901239577	08/25/2020	BI # 9954/GEN OB. BONDS SERIES 2020A	375-551-840-852	209,042.73
Paid Total:					213,321.23
Department 551 - PARK & REC TOURISM Total:					213,321.23
Fund 375 - PARK AND REC TOURISM Total:					213,321.23
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	014160000-0520	08/13/2020	10 MINUTE WALK GRANT/SVCS THRU 05.31.20	377-318-680-300	26,026.26
Outstanding Total:					26,026.26
Department 318 - MS182/MLK Total:					26,026.26
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					26,026.26
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032508	08/26/2020	2% HOTEL/MOTEL TAX	610-000-147-656	13,312.99
Outstanding Total:					13,312.99
Department 000 - UNDESIGNATED Total:					13,312.99
Fund 610 - TRUST & AGENCY Total:					13,312.99

Expense Approval Report

Post Dates: 8/20/2020 - 8/26/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE	INV0032507	08/26/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	24,260.31
CONVENTIONS/VISITORS BUR					
O.C.E.D.A	INV0032509	08/26/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	24,260.31
O.C.E.D.A	INV0032510	08/26/2020	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	32,347.07
Outstanding Total:					80,867.69
Department 000 - UNDESIGNATED Total:					80,867.69
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					80,867.69
Grand Total:					544,082.37

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	142,086.82	7,828.56
015 - AIRPORT FUND	15,839.66	0.00
022 - ENVIRONMENTAL SERVICES	20,825.80	0.00
107 - COMPUTER ASSESSMENTS	13,035.94	0.00
303 - INDUSTRIAL PARK BOND	13,772.98	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	4,993.00	0.00
375 - PARK AND REC TOURISM	213,321.23	213,321.23
377 - BUILD GRANT MS 182 / MLK CORRIDOR	26,026.26	0.00
610 - TRUST & AGENCY	13,312.99	0.00
630 - ECONOMIC DEV, TOURISM & CONV	80,867.69	0.00
Grand Total:	544,082.37	221,149.79

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	489.00	0.00
001-000-149-691	MUNICIPAL COURT BON	469.25	469.25
001-000-200-084	TAXES DUE TO DOWNTOW	9.60	0.00
001-000-334-126	POLICE FORFEITED FUN	4,999.00	0.00
001-100-604-330	COMMUNICATIONS	240.06	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	4.28	0.00
001-110-604-330	POSTAGE / COMMUNICA	311.53	0.00
001-120-503-202	COMMITTEE SUPPORT	19.97	0.00
001-120-604-330	COMMUNICATIONS	238.94	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA	157.45	0.00
001-123-604-330	COMMUNICATIONS	599.26	0.00
001-145-501-200	SUPPLIES	74.67	0.00
001-145-604-330	POSTAGE/COPIER/PHON	656.62	0.00
001-145-691-550	MISCELLANEOUS	37.74	0.00
001-169-600-302	CITY ATTORNEY GENERA	6,250.50	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	4,032.66	0.00
001-180-604-330	COPIER/POSTAGE/PHON	48.14	0.00
001-180-610-340	ADVERTISING	212.16	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	984.25	0.00
001-190-604-330	COPIERS/PHONES/IPADS	789.14	0.00
001-190-690-557	PROFESSIONAL MEMBE	856.00	0.00
001-192-510-220	SUPPLIES	283.05	0.00
001-192-535-233	COVID-19 EXPENSES	1,250.31	0.00
001-192-625-380	UTILITIES	37.76	0.00
001-195-951-952	TRANSFER TO STARKVILL	12,000.00	0.00
001-196-691-300	PROFESSIONAL SERVICE	438.00	0.00
001-197-525-231	GAS & OIL	28.88	0.00
001-197-600-308	ENGINEERING SERVICES	465.00	0.00
001-197-604-330	COMMUNICATIONS	107.55	0.00
001-197-690-555	DUES	275.00	0.00
001-201-501-200	OFFICE SUPPLIES	116.85	0.00
001-201-525-231	GAS & OIL	3,541.51	0.00
001-201-535-233	UNIFORMS	2,677.39	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,538.64	0.00
001-201-556-251	POLICE SUPPLIES	440.00	0.00
001-201-600-300	PROFESSIONAL SERVICE	870.00	0.00
001-201-600-304	INFORMANT FEES	1,545.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	178.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	3,048.36	0.00
001-201-620-370	INSURANCE	301.46	0.00
001-201-625-380	UTILITIES	125.90	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-360	VEHICLE REPAIRS & MAI	2,140.84	0.00
001-201-630-400	EQUIPMENT REPAIR &	870.00	0.00
001-201-630-426	BUILDING MAINTENANC	139.52	0.00
001-201-635-369	COPIER RENTAL	1,365.72	0.00
001-201-690-555	DUES	290.00	0.00
001-261-525-231	GAS & OIL	943.71	0.00
001-261-535-233	UNIFORMS	1,187.90	0.00
001-261-554-240	FIRE INVESTIGATION	472.15	0.00
001-261-555-208	JANITORIAL & PAPER SU	1,155.89	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	27.18	0.00
001-261-558-269	BUILDING MAINTENANC	847.01	0.00
001-261-600-300	PROFESSIONAL SERVICE	7,359.31	7,359.31
001-261-600-390	FIRE TRAINING	400.00	0.00
001-261-600-430	UNIFORM CLEANING	111.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	752.58	0.00
001-261-625-380	UTILITIES	2,463.33	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	1,743.21	0.00
001-261-690-555	DUES	60.00	0.00
001-261-691-550	MISCELLANEOUS	272.99	0.00
001-281-501-200	OFFICE SUPPLIES	85.45	0.00
001-281-525-231	GAS & OIL	107.23	0.00
001-281-604-330	COPIER/PHONES/IPADS/	107.57	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	427.69	0.00
001-281-830-873	INTEREST (VEHICLES)	23.69	0.00
001-290-625-380	UTILITIES / CODE RED	137.09	0.00
001-301-525-231	GAS & OIL	898.23	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	1,626.68	0.00
001-301-560-270	CONSTRUCTION MATERI	8,056.70	0.00
001-301-565-272	STREETS SIGNS & PAINT	35.99	0.00
001-301-604-330	COMMUNICATIONS	344.41	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	29,058.79	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	2,563.44	0.00
001-301-630-400	EQUIPMENT REPAIR &	856.11	0.00
001-301-691-550	MISCELLANEOUS	109.99	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	427.69	0.00
001-301-830-873	INTEREST	23.68	0.00
001-360-525-231	GAS & OIL	32.44	0.00
001-550-501-200	OFFICE SUPPLIES	67.59	0.00
001-550-501-208	JANITORIAL SUPPLIES	151.32	0.00
001-550-501-415	SPORTS PROGRAMS	819.50	0.00
001-550-512-200	TOURNAMENT SUPPLIES	3.79	0.00
001-550-525-231	GAS & OIL	131.45	0.00
001-550-555-250	SMALL EQUIP / COMPUT	22.99	0.00
001-550-600-300	PROFESSIONAL SERVICE	510.00	0.00
001-550-600-330	PHONES/COPIERS/POST	507.97	0.00
001-550-600-340	UTILITIES	13,041.23	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	94.99	0.00
001-550-630-402	SPLASHPAD & POOL MAI	325.26	0.00
001-550-630-426	BUILDING MAINT/REPAI	840.40	0.00
001-550-636-110	FIELD IMPROVEMENTS/L	167.80	0.00
001-550-690-360	VEHICLE REPAIRS AND M	335.87	0.00
001-550-949-978	PARK & REC REFUNDS	250.00	0.00
001-600-948-860	BUILD GRANT MATCH (2	6,506.57	0.00
015-505-525-233	JET A FUEL PURCHASES	12,635.63	0.00
015-505-541-237	OPERATING SUPPLIES	99.65	0.00
015-505-570-273	VEHICLE REPAIR PARTS	23.67	0.00
015-505-600-338	CONTRACT & LEGAL SER	938.21	0.00
015-505-604-330	CELL PHONE/POSTAGE	48.14	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-625-380	UTILITIES	1,691.05	0.00
015-505-630-400	EQUIPMENT REPAIR &	73.55	0.00
015-505-691-550	MISCELLANEOUS	329.76	0.00
022-322-501-200	OFFICE SUPPLIES	318.88	0.00
022-322-525-231	GAS & OIL	2,388.36	0.00
022-322-535-233	UNIFORMS	29.00	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	194.12	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	203.33	0.00
022-322-600-364	BILLING SERVICES	260.50	0.00
022-322-625-380	UTILITIES	1,866.62	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	9,490.93	0.00
022-322-630-400	EQUIPMENT REPAIR &	2,330.47	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,565.36	0.00
022-322-830-873	INTEREST	178.23	0.00
107-112-600-303	DATA PROCESSING	13,035.94	0.00
303-600-600-309	LEGAL AND PROF SVCS E	13,772.98	0.00
319-600-948-854	DRAINAGE IMPROVEME	4,993.00	0.00
375-551-840-852	INTEREST - 2020A	209,042.73	209,042.73
375-551-840-882	2018 DODGE TRK PRINCI	4,098.24	4,098.24
375-551-840-883	2018 DODGE TRK INTER	180.26	180.26
377-318-680-300	PROFESSIONAL SERVICE	26,026.26	0.00
610-000-147-656	DUE TO GOVERNMENT	13,312.99	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	32,347.07	0.00
630-000-147-664	DUE TO VISITORS/CONV.	24,260.31	0.00
630-000-148-655	DUE TO OCEDA	24,260.31	0.00
Grand Total:		544,082.37	221,149.79

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	539,089.37	221,149.79
19038	4,993.00	0.00
Grand Total:	544,082.37	221,149.79



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23110

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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: 4 INNOVATIVE BROADCAST SERVICE											
911	08/25/20	4209	Repair		09/02/20	4292.22	.00	ACH			
					VENDOR TOTAL:	4292.22					
VENDOR: 76 APAC MISSISSIPPI, INC.											
99328	08/25/20	4146	Asphalt Repair		09/02/20	577.72	.00	ACH			
					VENDOR TOTAL:	577.72					
VENDOR: 124 ATMOS ENERGY											
08-20	08/25/20	0	Utility bill		09/02/20	36.03	.00	ACH			
					VENDOR TOTAL:	36.03					
VENDOR: 186 BRENNTAG MID-SOUTH											
656900,656899,65	08/25/20	4158	Supplies		09/02/20	2937.60	.00	ACH			
					VENDOR TOTAL:	2937.60					
VENDOR: 188 BOX CONSTRUCTION LLC											
8/25 21-26	08/25/20	0	Dump Truck, Excavator, Helpe		09/02/20	11828.50	.00	ACH			
					VENDOR TOTAL:	11828.50					
VENDOR: 200 BUILDING TECHNOLOGY SERVICES											
SI20-0099	08/25/20	0	Annual Inspection		09/02/20	675.00	.00	CHK			
					VENDOR TOTAL:	675.00					
VENDOR: 202 BELL BUILDING SUPPLY											
295615	08/25/20	4182	Concrete Mix		09/02/20	53.88	.00	ACH			
					VENDOR TOTAL:	53.88					
VENDOR: 215 CINTAS											
5025712712	08/25/20	4212	Maintenance		09/02/20	200.09	.00	CHK			
					VENDOR TOTAL:	200.09					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23110

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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:	341	CDW GOVERNMENT, INC								
1158	08/25/20	4220 Auto CAD		09/02/20	2055.96	.00	ACH			
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3103030	08/25/20	4148 Repair		09/02/20	1662.00	.00	CHK			
3103066	08/25/20	4148 Parts		09/02/20	940.01	.00	CHK			
3103092	08/25/20	4166 Fire Hydrants		09/02/20	14355.00	.00	CHK			
3103094	08/25/20	4167 Parts		09/02/20	359.00	.00	CHK			
VENDOR TOTAL:					2055.96					
VENDOR:	368	CONTROL SYSTEMS, INC								
58730	08/25/20	4191 Service Call		09/02/20	609.80	.00	ACH			
VENDOR:	604	FASTENAL								
58015	08/25/20	4151 Supplies		09/02/20	207.30	.00	ACH			
VENDOR TOTAL:					207.30					
VENDOR:	620	G & C SUPPLY CO., INC.								
6784987	08/25/20	4089 Hydrant Valves		09/02/20	450.00	.00	ACH			
6785626	08/25/20	4138 Parts		09/02/20	504.91	.00	ACH			
6786147	08/25/20	4208 24 Cones		09/02/20	483.60	.00	ACH			
VENDOR TOTAL:					1438.51					
VENDOR:	639	GOLDEN TRIANGLE								
3062082020	08/25/20	0 Billing services		09/02/20	64.00	.00	ACH			
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE								
STATEMENT	08/25/20	4196 Landfill		09/02/20	4836.78	.00	ACH			
VENDOR TOTAL:					4836.78					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23110

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INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:		736 GUARDIAN LOCK & KEY INC								
5875	08/25/20	4200 Rekey		09/02/20	859.00	.00	ACH			
				VENDOR TOTAL:	859.00					
VENDOR:		765 HYDRA SERVICE, INC.								
143364	08/25/20	4219 Supplies		09/02/20	437.00	.00	ACH			
				VENDOR TOTAL:	437.00					
VENDOR:		825 H & H CONSTRUCTION & EXC LLC								
959257-959260	08/25/20	0 Repairs		09/02/20	15240.00	.00	CHK			
				VENDOR TOTAL:	15240.00					
VENDOR:		1322 MMC MATERIALS, INC.								
415863	08/25/20	4194 Material Sales		09/02/20	53.69	.00	CHK			
				VENDOR TOTAL:	53.69					
VENDOR:		1366 MS CROSS CONNECTION								
29617	08/25/20	4192 CCC Program		09/02/20	278.00	.00	ACH			
				VENDOR TOTAL:	278.00					
VENDOR:		1390 NEWELL PAPER COMPANY								
3110322,3110384	08/25/20	4152 Cleaning Supplies		09/02/20	238.70	.00	ACH			
				VENDOR TOTAL:	238.70					
VENDOR:		1392 NUNLEY TRUCKING CO, INC.								
29653	08/25/20	4193 Material		09/02/20	2430.09	.00	CHK			
				VENDOR TOTAL:	2430.09					
VENDOR:		1525 OKTIBBEHA COUNTY COOP								
500653	08/25/20	4185 Uniforms		09/02/20	238.82	.00	ACH			
590767	08/25/20	4150 Uniforms		09/02/20	387.64	.00	ACH			
591238	08/25/20	4157 Uniform		09/02/20	165.80	.00	ACH			
592541,592642	08/25/20	4181 Yard Repair		09/02/20	171.19	.00	ACH			
				VENDOR TOTAL:	963.45					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23110

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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:	1818	UNITED RENTALS INC									
184126357	08/25/20	4117	Rental		09/02/20	878.55	.00	ACH			
					VENDOR TOTAL:	878.55					
VENDOR:	1892	S&N AIROFLO INC									
17924	08/25/20	3978	Rental		09/02/20	2400.00	.00	CHK			
					VENDOR TOTAL:	2400.00					
VENDOR:	2104	UPS									
24W1X6320	08/25/20	0	Postage		09/02/20	244.78	.00	CHK			
					VENDOR TOTAL:	244.78					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1053930	08/25/20	4147	August Expense		09/02/20	252.00	.00	ACH			
					VENDOR TOTAL:	252.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
0820-277	08/25/20	4195			09/02/20	42.50	.00	ACH			
					VENDOR TOTAL:	42.50					
VENDOR:	9909777	EFFICACY SOLUTIONS LLC									
2020006	08/25/20	0	Contract labor		09/02/20	2430.58	.00	ACH			
					VENDOR TOTAL:	2430.58					
					GRAND TOTAL:	73877.74					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23200

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UNPAID INVOICES

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	227	BULLDOG TOWING, LLC									
41264	08/25/20	9387	Tow Truck Service		09/02/20	150.00	.00	CHK			
					VENDOR TOTAL:	150.00					
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC									
RFP #6 - 8/04/20	08/12/20	0	Substation Construction		09/02/20	406793.05	.00	ACH			
					VENDOR TOTAL:	406793.05					
VENDOR:	400	IVY AUTO PARTS									
644902,645498	08/25/20	9373	Supplies		09/02/20	21.99	.00	ACH			
					VENDOR TOTAL:	21.99					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-129731	08/25/20	9379	Truck Repair		09/02/20	567.58	.00	CHK			
130090.130095	08/25/20	9389	Truck Repair		09/02/20	331.81	.00	CHK			
					VENDOR TOTAL:	899.39					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE									
073120	08/25/20	9380	Landfill Charge		09/02/20	204.39	.00	ACH			
					VENDOR TOTAL:	204.39					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.									
50018198	08/25/20	9282	Stock Material		09/02/20	2987.50	.00	ACH			
					VENDOR TOTAL:	2987.50					
VENDOR:	809	HOWARD INDUSTRIES, INC.									
244024-891730	08/25/20	9058	Voltage Regulator		09/02/20	80304.00	.00	ACH			
					VENDOR TOTAL:	80304.00					
VENDOR:	818	HANCOCK EQUIP. & OIL CO.									
10421	08/25/20	9386	Pressure Washer		09/02/20	395.00	.00	ACH			
					VENDOR TOTAL:	395.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23200

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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:	1010	JT RAY COMPANY									
200814-0554	08/25/20	0	Copier service		09/02/20	21.78	.00	ACH			
					VENDOR TOTAL:	21.78					
VENDOR:	1017	JBHM ARCHITECTS PA									
20003-#5	08/25/20	0	Consulting		09/02/20	2450.00	.00	ACH			
					VENDOR TOTAL:	2450.00					
VENDOR:	1205	LOWE'S									
6307,1531,10583,	08/25/20	9371	Material		09/02/20	154.71	.00	CHK			
					VENDOR TOTAL:	154.71					
VENDOR:	1217	LIGHTS AND BALLASTS LLC									
856569	08/25/20	0	Filter Change		09/02/20	240.00	.00	ACH			
					VENDOR TOTAL:	240.00					
VENDOR:	1305	NEXAIR, LLC									
08040729	08/25/20	9393	Gas Cylinder		09/02/20	50.62	.00	ACH			
					VENDOR TOTAL:	50.62					
VENDOR:	1400	NESCO									
2406003.001	08/25/20	9383	2406003,2406438		09/02/20	1090.61	.00	ACH			
					VENDOR TOTAL:	1090.61					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
587545	08/25/20	9350	Material		09/02/20	60.00	.00	ACH			
591928,591928	08/25/20	9357	Employee Boots		09/02/20	1873.53	.00	ACH			
					VENDOR TOTAL:	1933.53					
VENDOR:	1536	PALMER'S SERVICE CENTER LLC									
8/24 STATEMENT	08/25/20	9398			09/02/20	2103.96	.00	ACH			
					VENDOR TOTAL:	2103.96					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/02/20 ACCOUNT 23200

RUN DATE 08/25/20 PAGE 3
04:29 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1662	PROGRAPHICS										
77728	08/25/20	0	Magnets		09/02/20	374.48	.00	CHK				
					VENDOR TOTAL:	374.48						
VENDOR:	1925	SCOTT PETROLEUM CORP.										
1414980	08/25/20	9378	Fuel Refill		09/02/20	42.00	.00	ACH				
					VENDOR TOTAL:	42.00						
VENDOR:	1940	STUART C. IRBY										
11970438.001	08/25/20	9302	Stock Material		09/02/20	377.00	.00	ACH				
					VENDOR TOTAL:	377.00						
VENDOR:	2104	UPS										
12031F330	08/25/20	0	Postage		09/02/20	2.15	.00	CHK				
24WIX6330	08/25/20	0	Postage		09/02/20	25.57	.00	CHK				
					VENDOR TOTAL:	27.72						
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.										
1287151,1288901	08/25/20	9345	Monthly Cylinder Rentals		09/02/20	314.41	.00	ACH				
					VENDOR TOTAL:	314.41						
VENDOR:	2122	UPCHURCH SERVICES LLC										
166122	08/25/20	0	AC Repairs		09/02/20	912.37	.00	ACH				
					VENDOR TOTAL:	912.37						
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.										
6111	08/25/20	0	Water		09/02/20	24.60	.00	ACH				
					VENDOR TOTAL:	24.60						
					GRAND TOTAL:	501873.11						



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

AGENDA ITEM DEPT.:
AGENDA DATE: 9/1/20
PAGE: 1 of 9

SUBJECT: Request authorization to name Cadence Bank as the Municipal Depository for the City of Starkville.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: Advertised in accordance with in MS Code sections 27-105-305; 27-105-353; and 27-105-363.

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

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

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION:

Move to approve authorization to name Cadence Bank as the Municipal Depository for the City of Starkville.



Executive Summary for City of Starkville August 14, 2020

Cadence Bank, N.A. is pleased to provide a proposal for banking services to the City of Starkville for the term of October 1, 2020-September 30, 2022. We are qualified to meet and exceed the your highest expectations through our experienced teams, highly regarded executive leadership team and Board of Directors, our commitment to leading technology, and our strong financial footing.

With \$18.9 billion in assets, \$13.7 billion in total loans and \$16.1 billion in deposits (as of June 30, 2020), Cadence Bank operates a network of 99 branch locations across Alabama, Florida, Mississippi, Tennessee, Georgia and Texas. Cadence Bank is a qualified public funds depository as approved by the Mississippi State Treasurer under Sections 27-105-9, Mississippi Code Ann. (1972) and has met the capital ratio requirements.

Cadence Bank has a proven commitment to technology. Our accomplished product teams keep up-to-date with the latest developments and strategically implement solutions using the voice of our clients. This model ensures that we are delivering a quality product that our clients need and trust.

We offer a competitive financial package designed to pay attractive interest rates and keep costs to a minimum. The components of our offering include:

- **Interest Rate on Deposits** - Cadence Bank is proposing a fixed interest rate of 14 basis points **(0.14%)**
- **Earnings Credit Rate**- Cadence Bank is proposing a competitive earnings credit rate of 50 basis points **(0.50%)** to help offset charges to your account. Based on your current volume and balances, you should offset all fees completely.

Cadence Bank has an industry leading track record for successful implementations that exceed our clients' expectations. We will approach the implementation of all services in an organized and efficient manner from start to finish. Our successful approach includes published timelines, status meetings, as well as clear and informed communication regarding duties and responsibilities. Some additional recommendations or solutions we would like for you to consider would include:

- **Positive Pay** – protects against unauthorized checks issued by your business. Also provides reconciliation and cash forecasting reports that are exportable and designed to integrate with your accounting software.
- **ACH Positive Pay** -reduces the risk of fraudulent ACH transaction activity. It allows you to set limits on which ACH debits are automatically authorized to be paid, and you are notified each morning of any debits presented to Cadence that don't fit those criteria.
- **One Card Solution** - to easily manage travel and entertainment expenses, along with vendor payments through a secure platform. Gain control of spending and transactions, automated posting files, and the potential for an attractive annual cash rebate.

It is an honor to present to the City of Starkville and to be considered a candidate for banking services.
We look forward to continue to work with you in the future.

Sincerely,



Lori Frady

VP, Treasury Management Sales Officer



PUBLIC FUNDS PROFORMA FOR: City of Starkville

Prepared By: Lori Frady, VP, Treasury Management Sales
 Phone: 662-329-6539
 Email: lori.frady@cadencebank.com

Proposal Date: 08/14/2020

DEMAND DEPOSIT ANALYSIS SUMMARY

AVERAGE LEDGER BALANCE	\$28,925,454.48
LESS - AVERAGE FLOAT	\$9,456.63
AVERAGE COLLECTED BALANCE	\$28,915,997.85
LESS - ADJUSTMENT FOR RESERVES	\$0.00
NET COLLECTED BALANCE	\$28,915,997.85

EARNINGS CREDIT SUMMARY

EARNINGS CREDIT RATE (ECR)	0.50%
EARNINGS ON	\$28,915,997.85
TOTAL ALLOWANCE	\$12,245.85

BALANCE MULTIPLIER

BALANCE REQUIRED TO OFFSET \$1 IN SERVICES USED	\$2,361.29
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SERVICE DESCRIPTION	UNITS	RATE	TOTAL COST
ACCOUNT SERVICES			
DEPOSITORY SERVICES			
Account Maintenance (1)	10	5.00	50.00
Checks/Debits	262	0.24	62.88
Credits/Deposits	54	0.50	27.00
Items Deposited - On-Us	31	0.10	3.10
Items Deposited - Other Fed	235	0.14	32.90
Items Deposited - Canadian USD		5.00	0.00
Manual Stop Payment		35.00	0.00
NSF Charge		36.00	0.00
DEPOSITORY SERVICES SUBTOTAL			\$175.88
ADDITIONAL ACCOUNT SERVICES			
Interest Paid		Pass-thru	0.00
Account Confirmations-Audit		30.00	0.00
ADDITIONAL ACCOUNT SERVICES SUBTOTAL			\$0.00
RETAIL SERVICES			
Comm'l Deposit Cash Processing (Per \$1,000)	44	1.75	77.00
Checks Cashed for Non-Bank Customer		5.00	0.00
RETAIL SERVICES SUBTOTAL			\$77.00
RETURN ITEMS			
Chargebacks		10.00	0.00
RETURN ITEMS SUBTOTAL			\$0.00

CONFIDENTIAL QUOTE FOR YOUR COMPANY

Disclosed pricing is effective for 60 days from the date of this proforma. Changes to stated volumes or services could constitute pricing changes. ECR is subject to change monthly.

SERVICE DESCRIPTION	UNITS	RATE	TOTAL COST
INFORMATION REPORTING SERVICES*			
Previous Day Detail - 13 Month History (Per Account)	10	18.00	180.00
Previous Day Transactions	447	0.18	80.46
Current Day Detail - (Per Account)		18.00	0.00
Current Day Transactions		0.18	0.00
Items Deposited Images		0.15	0.00
Bank Reports (Per Report; e.g. Lckbx, ACH NOC, Returns)		10.00	0.00
Stop Payment PC Charge (Per Item)		20.00	0.00
PC Stop Pay Cancel		5.00	0.00
INFORMATION REPORTING SERVICES SUBTOTAL			\$260.46

*Includes Special Reports ACH EDI & Return Items Online

RECEIVABLE MANAGEMENT

REMOTE CAPTURE			
RDC Monthly Maintenance (Single Feed Scanner)	1	35.00	35.00
Review Items		0.25	0.00
RDC Credits		0.50	0.00
RDC Deposit Corrections		10.00	0.00
REMOTE CAPTURE SUBTOTAL			\$35.00

PAYABLE & RISK MANAGEMENT

ACH SERVICES			
ACH Originating Company ID Maintenance (Per Originating ID)	1	10.00	10.00
ACH Service Maintenance	1	50.00	50.00
Transmissions (Per Transmission per account)	3	10.00	30.00
Debits & Credits Originated	520	0.14	72.80
Same Day Debits/Credits Originated		2.50	0.00
Debits Received	23	0.14	3.22
Credits Received	108	0.14	15.12
Return Items		5.00	0.00
Recleared Items		5.00	0.00
Addenda		0.01	0.00
ACH SERVICES SUBTOTAL			\$181.14

RISK MANAGEMENT			
Positive Pay - Monthly Maintenance (Per Account)		18.00	0.00
Positive Pay - Exception		4.00	0.00
Positive Pay - Teller Presentment (Exceptions)		10.00	0.00
Positive Pay - Transmission (Per Transmission per account)		10.00	0.00
Positive Pay - Return		4.00	0.00
Positive Pay - Payee Match (Per Item)		0.05	0.00
ACH Positive Pay - Monthly Maintenance (Per Account)		18.00	0.00
ACH Positive Pay - Exception		4.00	0.00
ACH Positive Pay - Return		4.00	0.00
RISK MANAGEMENT SUBTOTAL			\$0.00

SERVICE DESCRIPTION	UNITS	RATE	TOTAL COST
DEPOSIT ASSESSMENT (Passed at the Prevailing Rate per \$1000 in Average Ledger Balance)	\$28,925,454.48		3181.80
UNCOLLECTED FUNDS FEE		PRIME + 3%	0.00
TOTAL SERVICES RENDERED			\$3,911.28
BALANCE AVAILABLE TO SUPPORT OTHER BANKING SERVICES			\$19,680,330.25
(DEFICIT)/EXCESS			\$8,334.57
COLLECTED BALANCE NEEDED TO OFFSET FEES			
			\$9,235,667.60

NOTES/ASSUMPTIONS:

This proforma is a comparison for the month of July 2020

PUBLIC FUNDS PROFORMA FOR: City of Starkville Electric Dept.

Prepared By: Lori Frady, VP, Treasury Management Sales
 Phone: 662-329-6539
 Email: lori.frady@cadencebank.com

Proposal Date: 08/14/2020

DEMAND DEPOSIT ANALYSIS SUMMARY

AVERAGE LEDGER BALANCE	\$19,924,259.50
LESS - AVERAGE FLOAT	\$0.40
AVERAGE COLLECTED BALANCE	\$19,924,259.10
LESS - ADJUSTMENT FOR RESERVES	\$0.00
NET COLLECTED BALANCE	\$19,924,259.10

EARNINGS CREDIT SUMMARY

EARNINGS CREDIT RATE (ECR)	0.50%
EARNINGS ON	\$19,924,259.10
TOTAL ALLOWANCE	\$8,437.87

BALANCE MULTIPLIER

BALANCE REQUIRED TO OFFSET \$1 IN SERVICES USED	\$2,361.29
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SERVICE DESCRIPTION	UNITS	RATE	TOTAL COST
ACCOUNT SERVICES			
DEPOSITORY SERVICES			
Account Maintenance (1)	8	5.00	40.00
Checks/Debits	202	0.24	48.48
Credits/Deposits	90	0.50	45.00
Items Deposited - On-U's	352	0.10	35.20
Items Deposited - Other Fed	2461	0.14	344.54
Items Deposited - Canadian USD		5.00	0.00
Manual Stop Payment		35.00	0.00
NSF Charge		36.00	0.00
Image Cash Letter - Setup (Per Account)		500.00	0.00
Image Cash Letter - Monthly Maintenance (Per Account)	1	150.00	150.00
Image Cash Letter - Deposit	3	0.50	1.50
Image Cash Letter - Items Deposited		0.12	0.00
Image Cash Letter - Adjustment		10.00	0.00
DEPOSITORY SERVICES SUBTOTAL			\$664.72
ADDITIONAL ACCOUNT SERVICES			
Interest Paid		Pass-thru	0.00
Account Confirmations-Audit		30.00	0.00
ADDITIONAL ACCOUNT SERVICES SUBTOTAL			\$0.00
RETAIL SERVICES			
Comm'l Deposit Cash Processing (Per \$1,000)	270	1.75	472.50
Checks Cashed for Non-Bank Customer		5.00	0.00
RETAIL SERVICES SUBTOTAL			\$472.50
RETURN ITEMS			
Chargebacks	2	10.00	20.00
RETURN ITEMS SUBTOTAL			\$20.00

CONFIDENTIAL QUOTE FOR YOUR COMPANY

Disclosed pricing is effective for 60 days from the date of this proforma. Changes to stated volumes or services could constitute pricing changes. ECR is subject to change monthly.

SERVICE DESCRIPTION	UNITS	RATE	TOTAL COST
INFORMATION REPORTING SERVICES*			
Previous Day Detail - 13 Month History (Per Account)	8	18.00	144.00
Previous Day Transactions	647	0.18	116.46
Current Day Detail - (Per Account)		18.00	0.00
Current Day Transactions		0.18	0.00
Items Deposited Images		0.15	0.00
Bank Reports (Per Report; e.g. Lckbx, ACH NOC, Returns)		10.00	0.00
Stop Payment PC Charge (Per Item)		20.00	0.00
PC Stop Pay Cancel		5.00	0.00
INFORMATION REPORTING SERVICES SUBTOTAL			\$260.46
*Includes Special Reports ACH EDI & Return Items Online			
RECEIVABLE MANAGEMENT			
REMOTE CAPTURE			
RDC Monthly Maintenance (Multi-Feed Scanner)	4	65.00	260.00
RDC Annual Self Assessment Non-Compliance		350.00	0.00
Review Items		0.25	0.00
RDC Credits	88	0.50	44.00
RDC Deposit Corrections		10.00	0.00
REMOTE CAPTURE SUBTOTAL			\$304.00
PAYABLE & RISK MANAGEMENT			
ACH SERVICES			
ACH Originating Company ID Maintenance (Per Originating ID)	2	10.00	20.00
ACH Service Maintenance	1	50.00	50.00
Transmissions (Per Transmission per account)	14	10.00	140.00
Debits & Credits Originated	3359	0.14	470.26
Same Day Debits/Credits Originated		2.50	0.00
Debits Received	65	0.14	9.10
Credits Received	200	0.14	28.00
Return Items	3	5.00	15.00
Recleared Items		5.00	0.00
Addenda	1	0.01	0.01
ACH SERVICES SUBTOTAL			\$732.37
RISK MANAGEMENT			
Positive Pay - Monthly Maintenance (Per Account)		18.00	0.00
Positive Pay - Exception		4.00	0.00
Positive Pay - Teller Presentment (Exceptions)		10.00	0.00
Positive Pay - Transmission (Per Transmission per account)		10.00	0.00
Positive Pay - Return		4.00	0.00
Positive Pay - Payee Match (Per Item)		0.05	0.00
ACH Positive Pay - Monthly Maintenance (Per Account)	6	18.00	108.00
ACH Positive Pay - Exception		4.00	0.00
ACH Positive Pay - Return		4.00	0.00
RISK MANAGEMENT SUBTOTAL			\$108.00

CONFIDENTIAL QUOTE FOR YOUR COMPANY

Disclosed pricing is effective for 60 days from the date of this proforma. Changes to stated volumes or services could constitute pricing changes. ECR is subject to change monthly.

SERVICE DESCRIPTION	UNITS	RATE	TOTAL COST
DEPOSIT ASSESSMENT (Passed at the Prevailing Rate per \$1000 in Average Ledger Balance)	\$19,924,259.50		2191.67
UNCOLLECTED FUNDS FEE		PRIME + 3%	0.00
TOTAL SERVICES RENDERED			\$4,753.72
BALANCE AVAILABLE TO SUPPORT OTHER BANKING SERVICES (DEFICIT)/EXCESS			\$8,699,349.51
			\$3,684.15
COLLECTED BALANCE NEEDED TO OFFSET FEES			
	\$11,224,909.60		

NOTES/ASSUMPTIONS:

This proforma is a comparison for the month of July 2020



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

AGENDA ITEM DEPT.: Finance and Administration

AGENDA DATE: 9/1/20

PAGE: 1 of 1

SUBJECT: 2021 Source of Supply

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: Annual Source of Supply quotes received per Mississippi code 31-7-13 (n)

REQUESTING

DEPARTMENT: Department of Finance

DIRECTOR'S

AUTHORIZATION: Lesa Hardin, City Clerk/CFO

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO, 662-323-2525 ext. 3117
Or Joanna McLaurin, Grants Coordinator, 662-323-2525 ext. 3106

SUGGESTED MOTION:

Move approval to accept the lowest and best bids received for October 1, 2020 – September 30, 2021 source of supply listing for the Starkville General City.

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotthlight, must meet all applicable State and Federal Highway Specifications

	CUSTOM PRODUCT CORP	G&C SUPPLY	VULCAN SIGNS		
12" x 6"	3.33	3.75	2.39		
12" x 18"	7.60	7.55	6.31		
12" x 36"	13.99	13.50	12.18		
18" x 18"	11.23	11.08	9.58		
18" x 24"	13.99	14.40	12.18		
24" x 24"	18.63	18.88	16.24		
24" x 30"	23.23	22.82	20.30		
30" x 30"	28.33	28.21	25.38		
36" x 36"	40.61	42.30	36.54		
48" x 24"	36.27	36.68	32.48		
48" x 48"	70.79	77.40	64.96		
24" x 24" stop sign	18.30	17.83	15.69		
30" x 30" stop sign	27.20	27.20	24.23		
36" x 36" stop sign	39.79	41.14	35.19		
30" yield	15.55	19.25	13.23		
36" yield	19.79	25.63	19.34		

Section 2: Street Sign Blanks (Aluminum, No Holes)					
6x18x0.080	2.47	2.20	2.27		
6x24x0.080	3.17	2.85	2.85		

6x30x0.080	3.97	3.45	3.56		
6x36x0.080	4.41	4.25	4.08		
6x48x0.080	5.83	5.50	5.32		
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)					
24"x24" Stop Sign	8.44	6.46	5.40		
30"x30" Stop Sign	11.80	9.97	8.44		
36"x36" Stop Sign	18.42	14.27	12.15		
30" Yield	7.76	9.97	4.26		
36" Yield	10.47	14.27	5.95		
Section 4: Sheet Vinyl					
6" roll x 50yd white eng grade	95.00	73.00	267.99		
6"roll x 50 yd black sheet vinly with application tape on front	175.00	148.00	232.83		
Section 5: Assorted U-Channel Posts:					
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	No bid	13.23	14.77		
8 foot	16.65	15.12	16.88		
9 foot	18.73	17.01	18.99		
10 foot	20.81	18.96	21.10		

12 foot	24.97	22.68	25.32		
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot	10.45	12.25	11.20		
8 foot	12.69	11.60	12.80		
9 foot	No bid	13.05	14.40		
10 foot	15.86	14.53	16.00		
12 foot	19.04	17.45	19.20		
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12					
10 foot	27.65	18.96	21.10		
12 foot	33.18	22.68	25.32		
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12					
10 foot	21.27	14.53	16.00		
12 foot	25.52	17.40	19.20		
Section 6: 4-way intersection name signs:					
Galvanized Steel: Black on white baked enamel on		NB	NB		
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets					

Section 7: Street name posts: tubular, galvanized					
2-3/8"x11"	NB	20.91	20.64		
2-3/8" O.D. pipe caps	4.25	3.90	3.35		
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	4.25	3.90	3.35		
Vulcan signs VSS-2 or equivalent					
Section 8: fill material, Delivered				NUNLEY TRUCKING	CROSS WAY TRUCKING
Clay gravel				NB	28.50
Ton/Cu yard				29.00	
Washed gravel				27.75	30.00
Ton/Cu yard				NB	
Pea gravel				29.85	30.0
Ton/Cu yard					
Road gravel					30.00
Ton/Cu yard				29.00	
Fill soil					
Ton/Cu yard					
Top soil					
Ton/Cu yard					
Fill dirt (select)					
Ton/Cu yard					
River sand					

Ton/Cu yard				VULCAN	CROSS WAY TRUCKING
MDOT Class C Bedding Material				35.50	
Ton				NB	
Fill dirt (local pit, select, loaded, & hauled by city personnel					
Ton/Cu yard				NB	
Crushed Limestone #5				35.25	34.55
Ton/Cu yard					
Crushed Limestone #6				33.25	31.15
Ton/Cu yard					
Crushed Limestone #7				34.25	32.65
Ton/Cu yard					
Crushed Limestone #9				33.90	34.10
Ton/Cu yard					
Crushed Limestone #57				33.75	31.15
Ton/Cu yard					
Crushed Limestone #89				34.25	32.65
Ton/Cu yard					
Crushed Limestone #610				31.95	30.25
Ton/Cu yard					
Rip Rap-size 100 lb				36.90	35.25
Ton/Cu yard					
Rip Rap-size 200 lb				37.90	35.50
Ton/Cu yard					

End of section: Street Department

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67.

	WASTEQUIP	PLUM CREEK		
2 cubic yard() painted	371.00	425.00		
4 cubic yard() painted	498.00	515.00		
6 cubic yard() painted	646.00	650.00		
8 cubic yard() painted	757.00	800.00		

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67.

2 cubic yard() painted				
4 cubic yard() painted				
6 cubic yard() painted				
8 cubic yard() painted				

Section 3: Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, “SES and up to 4 numbers on the side. Addition information may be included.

		PLUM CREEK		
26 gallon				
32 gallon				
48 gallon				
64 gallon		55.00 EACH MINIMUM 100		
96 gallon				

End of section: Sanitation Department



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 01, 2020
Page: 1

SUBJECT:

Request authorization to hire Scott Osborne as a Water Operations Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 16, Exempt - \$70,000 (\$33.65 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2019/20 budget.
100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Doug Delvin and Ronnie Betts. At the time of thier retirement it was decided not refill these positions, but due to the increasing workload in the Water Department it will alleviate the managerial workload burden and provide the department with more dedicated and personalized support.

REQUESTING DEPARTMENT:

Starkville Utitilties

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Todd Christman as a Water Operations Manager in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: September 01, 2020

Page: 1

SUBJECT:

Request authorization to hire Hailey Nason, Diego Soromeneses, and Odie Rush as Entry Level Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Hailey Nason - Grade 9, non-exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

Diego Soromeneses- Grade 9, non-exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

Odie Rush - Grade 9, non-exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

Hailey Nason, Diego Soromeneses, and Odie Rush are filling replacement positions previously held by Jonathan Luttrell, Eli Barksdale and Quintin Alexander

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Request authorization to hire Hailey Nason, Diego Soromeneses, and Odie Rush as Entry Level Police Officers in the Starkville Police Department

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 01, 2020
Page: 1

SUBJECT:

Request authorization to hire Cayla Davis as a Radio Operator (Dispatcher) in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 6, range of \$26,000.00 (\$12.50), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Jakkita Bolden who voluntarily resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Cayla Davis as a Radio Operator (Dispatcher) in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 01, 2020
Page: 1

SUBJECT:

Request authorization to hire Mary Brooks as a Driver in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 8, Non-Exempt Annual Salary of \$31,200 (\$15.00 per hour) based on 2080 hours

FISCAL NOTE:

Budgeted from line item #022-322- 440-114

AUTHORIZATION HISTORY:

This position was previously held by Hersal McCarter who resigned.

REQUESTING DEPARTMENT:

Sanitation & Environmental Services

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Sanitation & Environmental Services Director.

FOR MORE INFORMATION CONTACT:

Calvin Ware, Sanitation & Environmental Services Director or Navarrete Ashford, Human Resources Director.

SUGGESTED MOTION

Move approval to hire Mary Brooks as a Driver in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 01,2020
Page: 1

SUBJECT:

Request authorization to transfer Marquis Jordan from the Sanitation Department to Parks and Recreation Department as a Maintenance Worker.

AMOUNT & SOURCE OF FUNDING:

Grade 5, Annual Salary of \$21,840 (\$10.50 per hour), based on 2080 hours.

AUTHORIZATION HISTORY:

The Parks and Recreation Department had a need for this position to help with park maintenance.

REQUESTING DEPARTMENT:

Starkville Parks & Recreation Department

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director of Parks & Recreation or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to transfer Marquis Jordan from the Sanitation Department to Parks and Recreation Department as a Maintenance Worker.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 01, 2020
Page: 1

SUBJECT:

Request authorization to hire Jerald "Lyle" McCaskey as the Community Development Administrator in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, annual salary of \$37,440.00 (\$18.00 per hour), based on 2080 hours.

FISCAL NOTE:

Budgeted from Line item # 001-281-430-107

AUTHORIZATION HISTORY:

This position was previously held by Markez Quinn who resigned.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Jerald "Lyle" McCaskey as the Community Development Administrator in the Community Development Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 1, 2020
Page: 1

SUBJECT:

Request authorization to hire Billy Shed as Entry Level Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Billy Shed - Grade 5, Base Salary of \$28,938.00 (\$10.50 per hour) for entry level, based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

This position is replacing Preston Jones who resigned.

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 Billy Shed as Entry Level Firefighter in the Starkville Fire Department.



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

AGENDA ITEM DEPT.: Police

AGENDA DATE: 09-01-20

PAGE: 1 of 30

SUBJECT: The Starkville Police Department is requesting permission to enter into a continuation grant agreement in the area of Driving under the Influence enforcement. This grant is awarded in the area of providing two (2) additional officers and approximately 540 hours of overtime in the area of DUI enforcement. The grant is 100% reimbursable up to \$81,100.

AMOUNT & SOURCE OF FUNDING: \$81,100.00 reimbursable through the DUI grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief M. Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to accept FY21 Funding with the Mississippi Office of Highway Safety Grant for funding of two (2) DUI officers and approximately 540 hours in overtime. The grant will be 100% reimbursable.

FY21 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2020 3. Subgrant Number: MSX-2021-MD-23-11 4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY21 5. Beginning and Ending Dates: October 1, 2020 – September 30, 2021 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.616		8. DUNS # - 782430557	
10. A:FAIN #: 69A3751930000405DMSM 69A3752030000405DMSM		11.A: Initial Federal Award Date: 11/6/2018 2/3/2020	
10.B. Federal Awarding Agency: NHTSA		11.C: Additional Federal Award Date:	
		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$81,100.00	(1) Federal	\$81,100.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$81,100.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	405D
TOTAL	\$81,100.00	TOTAL:	\$81,100.00
			\$16,000.00
			\$97,100.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville	

FY21 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY21.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (Individual Officers and part-time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY21 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: **City of Starkville / Starkville Police Department**

List the target(s) that the Sub-Grantee will accomplish during the FY21 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Starkville Police Department** will maintain the number of alcohol related fatalities from 0 in 2018 to 0 by the end of 2021.

The jurisdiction/agency of **Starkville Police Department** will reduce the number of alcohol related injuries from 4 in 2018 to 0 by the end of 2021.

The jurisdiction/agency of **Starkville Police Department** will maintain the number of drug impaired related fatalities from 0 in 2018 to 0 by the end of 2021.

The jurisdiction/agency of **Starkville Police Department** will maintain the number of drug impaired related injuries from 0 in 2018 to 0 by the end of 2021.

Performance Measures:

Increase the number of grant funded DUI Arrest from 83 in FY19 to **200** in FY21.

Increase the number of grant funded DUI Other (Drug) arrest from 0 in FY19 to **10** in FY21.

Strategies:

Select or Hire Individual Officer and Overtime Enforcement

SFST, ARIDE, DRE Instructor

12 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day,
4th of July

FY21 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest citations during quarter, to reach a goal of 200 for FY2021.

Issue a minimum of 3 DUI Other (Drug) citations during quarter, to reach a goal of 10 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$20,275.00

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest citations during quarter, to reach a goal of 200 for FY2021.

Issue a minimum of 2 DUI Other (Drug) citations during quarter, to reach a goal of 10 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$20,275.00

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest citations during quarter, to reach a goal of 200 for FY2021.

Issue a minimum of 2 DUI Other (Drug) citations during quarter, to reach a goal of 10 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$20,275.00

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest citations during quarter, to reach a goal of 200 for FY2021.

Issue a minimum of 3 DUI Other (Drug) citations during quarter, to reach a goal of 10 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$20,275.00

FY21 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville / Starkville Police Department				
2. Subgrant Number: M5X-2021-MD-23-11		3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2020	5. Ending: September 30, 2021
6. Activity: Alcohol and Drug Impaired Driving Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$16.25 X @ approx. 2080 hours = \$33,800.00	\$81,100.00		\$81,100.00
	Individual Officer @ approx. \$16.25 X @ approx. 2080 hours = \$33,800.00			
	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 X @ approx. 540 hours = \$13,500.00			
	Total Salaries= \$81,100.00			
TOTALS		\$81,100.00		\$81,100.00

Mississippi Office of Highway Safety

FY21 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Starkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Starkville
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) 405D ALCOHOL AND DRUG IMPAIRED DRIVING and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Starkville
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Starkville has authorized and approved (print designated secondary signatory official name) Mark Ballard to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Mark Ballard Title: Chief of Police
(Designated Secondary Signatory Official)

Organization Name: Starkville Police Department

Mailing Address: 101 E. Lampkin Street

City: Starkville Zip Code: 39759

Telephone Number: (662) 323-4131 Cellular Number: 662 769-4404

Email Address: mballard@cityofstarkville.org

Signature of Designated Secondary Signatory Official: Mark Ballard

Appointed by Authorizing Official: Lynn Spruill Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor
(Authorizing Official)



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 09-01-20
PAGE: 1 of 29

SUBJECT: The Starkville Police Department is requesting permission to enter into a continuation grant agreement in the area of Police Traffic Safety. This grant is awarded in the area of seatbelt, child restraint, and speeding enforcement overtime. The grant is 100% reimbursable up to \$16,000.

AMOUNT & SOURCE OF FUNDING: \$16,000.00 reimbursable through the PTS grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief M. Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to accept FY21 Funding with the Mississippi Office of Highway Safety Grant for funding of overtime. The grant will be 100% reimbursable.



MISSISSIPPI
Office of Highway Safety

August 13, 2020

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

Project Number: PT-2021-PT-23-11
Funding Source and Title: 402 Police Traffic Services

Dear Lynn Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Starkville Police Department** Grant Agreement for the Fiscal Year 2021. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **\$16,000.00**, pending final review and approval by NHTSA in the FY21 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY21 grant activities begin October 1, 2020 and must be concluded by September 30, 2021. In addition, the FY21 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2021.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY21. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 4, 2020.** Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2020–September 30, 2021)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at tspeech@dps.ms.gov or 601-977-3747 if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Tenicia Speech

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 9/1/2020
PAGE: 1 of 1**

SUBJECT: Request approval to declare the following Police vehicle as surplus, and authorization to list this vehicle on govdeal.com

2006 DODGE CHARGER VIN:2B3LA53H26H478581

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: Approval to declare the following Police vehicle as surplus, and authorization to list this vehicle on govdeals.com

2006 DODGE CHARGER VIN:2B3LA53H26H478581

GovDeals Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
Short Description: Year <u>2006</u> Make <u>Dodge</u> Model <u>Charger</u>		
VIN: 2 B 3 L A 5 3 h 2 6 H 4 7 8 5 8 1 Title Restriction: ☐ Y ☒ N		
Odometer: 2 1 4 4 5 6 ☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N: _____		
Long Description: This Vehicle: ☒ Starts ☐ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only Engine- Type: <u>5.7</u> L, V <u>8</u> ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition Repairs needed: <u>cylinder or coil pack needed</u> This vehicle was maintained every <u>3500</u> ☐ Days ☐ Hours ☒ Miles Date Removed From Service: <u>4-1-2020</u> Maintenance Records: ☐ Available ☐ Not Available For Inspection Transmission: ☒ Automatic ☐ Manual ___ Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition Repairs Needed: _____ Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: <u>operable</u> Exterior: Color: <u>Black</u> Windows: ☒ No Cracked Glass ☐ Cracked _____ Minor: ☒ Dents ☒ Scratches ☐ Dings Tire Condition: <u>good</u> Tread: <u>good</u> #Flat___ Hubcaps # <u>4</u> Major Damage to: _____ Additional Damage: <u>dent rear passenger door, crack in fender</u> Decals: ☒ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☒ No Impressions Emergency equip: ☐ None ☒ Has been removed & ☐ There are holes in the exterior ☐ There are no holes Interior: Color <u>gray</u> ☐ Cloth ☒ Vinyl ☒ Leather Damage to Seats: <u>some cracks</u> Damage to Dash/Floor: <u>none</u> Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD ☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☒ Dual ☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats Additional Equipment: _____ Manufacturer _____ Model _____ Serial # _____ ☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____ Location of Asset: _____ For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

FY21 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2020 3. Subgrant Number: PT-2021-PT-23-11 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY21 5. Beginning and Ending Dates: October 1, 2020 – September 30, 2021 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 782430557	
10. A: FAIN #: 18X9204020MS17 69A37518300004020MS0		11. A: Initial Federal Award Date: 11/3/2016 11/22/2017	
10. B. Federal Awarding Agency: NHTSA		11. C: Additional Federal Award Date:	
		12. Research and Development Grant: ____ Yes ☒ No Continuation Grant: ☒ Yes ____ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$16,000.00	(1) Federal	\$16,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$16,000.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT
			405D
TOTAL	\$16,000.00	TOTAL:	\$81,100.00
			\$97,100.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville	

FY21 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY21.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY21 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville / Starkville Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY21 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of unbelted fatalities from 0 in 2018 to 0 by the end of 2021.

The jurisdiction/agency of Starkville Police Department will reduce the number of unbelted injuries from 13 in 2018 to 10 by the end of 2021.

The jurisdiction/agency of Starkville Police Department will maintain the number of speed related fatalities from 0 2018 to 0 by the end of 2021.

The jurisdiction/agency of Starkville Police Department will maintain the number of speed related injuries from 0 2018 to 0 by the end of 2021.

Performance Measures:

Increase the number of grant funded Seat Belt citations from 204 in FY19 to 600 in FY21.

Maintain the number of grant funded Child Restraint citations from 4 in FY19 to 15 in FY21.

Increase the number of grant funded Speed citations from 0 in FY19 to 130 in FY21.

Strategies:

Overtime Enforcement

6 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July , Labor Day

FY21 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 150 Seat Belt citations during quarter, to reach a goal of 600 for FY2021.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal of 15 for FY2021.

Issue a minimum of 32 Speed citations during quarter, to reach a goal of 130 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$4,000.00

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 150 Seat Belt citations during quarter, to reach a goal of 600 for FY2021.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 15 for FY2021.

Issue a minimum of 32 Speed citations during quarter, to reach a goal of 130 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$4,000.00

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 150 Seat Belt citations during quarter, to reach a goal of 600 for FY2021.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 15 for FY2021.

Issue a minimum of 33 Speed citations during quarter, to reach a goal of 130 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$4,000.00

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville / Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 150 Seat Belt citations during quarter, to reach a goal of 600 for FY2021.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 15 for FY2021.

Issue a minimum of 33 Speed citations during quarter, to reach a goal of 130 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$4,000.00

FY21 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville / Starkville Police Department				
2. Subgrant Number: PT-2021-PT-23-11		3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2020	5. Ending: September 30, 2021
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$23.53 X @ approx. 680 hours = \$16,000.40 not to exceed \$16,000.00	\$16,000.00		\$16,000.00
	Total Salaries = \$16,000.00			
TOTALS		\$16,000.00		\$16,000.00

Mississippi Office of Highway Safety

FY21 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

**Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)
Coordination and High Visibility Enforcement (HVE) Participation Compliance**

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Starkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Starkville (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Lynn Spruill

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Starkville
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Starkville
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Starkville has authorized and approved (print designated secondary signatory official name) Mark Ballard to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Mark Ballard Title: Chief of Police
(Designated Secondary Signatory Official)

Organization Name: Starkville Police Department

Mailing Address: 101 E. Lampkin Street

City: Starkville Zip Code: 39759

Telephone Number: (662) 323-4131 Cellular Number: (662) 769-4404

Email Address: mballard@cityofstarkville.org

Signature of Designated Secondary Signatory Official: Mark Ballard

Appointed by Authorizing Official: Lynn Spruill Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor
(Authorizing Official)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 9/15/2020
PAGE: 1 of 1**

SUBJECT: Request approval to renew the 1-year Cradle point renewal of NetCloud Essentials for mobile routers (prime) applies to IBR 1700 service and support provided by CradlePoint.
44 @ \$180each. (\$7920.00) 8/30/2020 through 8/29/2021.

CradlePoint 1-year renewal of NetCloud Essentials for mobile routers (prime) applies to IBR900, IBR 1700 service and support provided by CradlePoint
1 @ \$128.71 (\$128.71) 12/12/2020 through 8/29/2020.

AMOUNT & SOURCE OF FUNDING: \$8,048.71

LINE ITEM 001-201-604-330

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Approval to renew the 1-year Cradle point renewal of NetCloud Essentials for mobile routers (prime) applies to IBR 1700 service and support provided by CradlePoint.
44 @ \$180each. (\$7920.00) 8/30/2020 through 8/29/2021.

CradlePoint 1-year renewal of NetCloud Essentials for mobile routers (prime) applies to IBR900, IBR 1700 service and support provided by CradlePoint
1 @ \$128.71 (\$128.71) 12/12/2020 through 8/29/2021.

STARKVILLE POLICE DEPARTMENT
101 LAMPKIN ST
STARKVILLE, MS 39759

PURCHASE ORDER

Date	P.O. No.
8/20/2020	M-15864

Expense Account	001-201-604-330
-----------------	-----------------

Vendor
INDUSTRIAL NETWORKING SOLUTIONS 3321 ESSEX DR. RICHARDSON, TX 75082

Ship To
CITY OF STARKVILLE STARKVILLE POLICE DEPARTMENT 101 LAMPKIN ST STARKVILLE, MS 39759

ORDERED	RECEIVED	DESCRIPTION	UNIT PRICE	EXTENDED
		COMMUNICATIONS:	7,920.00	7,920.00
		(44) CRADLEPOINT 1 YEAR RENEWAL OF NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) APPLIES TO IBR900, IBR1700 SERVICE AND SUPPORT PROVIDED BY CRADLEPOINT. 44 @\$180 8/30/2020 THROUGH 8/29/2021		
		(1) CRADLEPOINT 1 YEAR RENEWAL OF NETCLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) APPLIES TO IBR900, IBR 1700 SERVICE AND SUPPORT PROVIDED BY CRADLEPOINT. 1 @\$128.71 12/12/2020 THROUGH 8/29/2021	128.71	128.71
		QUOTE #INS-138353 INV#		
			Total	\$8,048.71

F.O.B. STARKVILLE

NOTE: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the Claim Docket and payment allowed at the routinely scheduled docket meeting of the Mayor and Board of Aldermen, as prescribed by State Law.

POLICE DEPARTMENT
CITY OF STARKVILLE

BY 



Quote

Industrial Networking Solutions

3321 Essex Dr, Richardson, TX 75082

Phone: 972-248-7466 Fax: 972-248-9533

www.industrialnetworking.com

Date	Quote #
8/4/2020	INS-138353

To:	Phone#:
City of Starkville : Joel Clements	(662) 418-0814

E-mail:

joel.clements@cityofstarkville.org

Terms		Ship Via	FOB	Valid Until	Sales Rep	
Net 30		E-delivery		9/3/2020	Cellular, Gulf Coast	
Project Name / Number					Inside Sales Rep	
					Brookshire, Brandon C	
Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Amount
1	MA1-NCESS-R	44	Cradlepoint 1-yr renewal of NetCloud Essentials for Mobile Routers (Prime) Applies to IBR900, IBR1700 Service and support provided by Cradlepoint. Contract Start: 8/30/2020 Contract End: 8/29/2021		180.00	7,920.00
2	MA1-NCESS-R-AS-20	1	Cradlepoint 1-yr renewal of NetCloud Essentials for Mobile Routers (Prime) Applies to IBR900, IBR1700 Service and support provided by Cradlepoint. Contract Start: 12/12/2020 Contract End: 8/29/2021		128.71	128.71

The service(s) quoted are special-order, therefore non-cancelable & non-returnable.

Subtotal	8,048.71
Shipping Charge (E-delivery)	0.00
Tax	563.41
Total	\$8,612.12

All pricing is in US Dollars. Non freight-collect shipping charges will be prepaid and added to the invoice. Freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Any taxes included on the quotation are an estimate only and are subject to change based on the local and state tax rates applied for the location of the purchase. Customers not located in AL, AR, AZ, CA, CO, CT, GA, ID, IA, IL, IN, KS, KY, LA, MD, ME, MA, MN, MS, NC, ND, NE, NM, NJ, NV, NY, OK, OH, PA, SC, SD, TN, TX, UT, VA, WA, WI, WV, and WY are responsible for payment of all sales/user taxes that may be applicable in their state.

Returns, If authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: <http://www.industrialnetworking.com/Support-Policy>

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied to the billing.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: September 01, 2020
Page: 1

SUBJECT:

Request authorization to approve the testing procedures for promotion in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Regular Budget Positions

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief.

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief or Navarrete Ashford, Human Resources Director.

SUGGESTED MOTION

Move approval of the testing procedures for promotion in the Starkville Police Department.

TO: ALL SWORN PERSONNEL

FROM: _____ Mark Ballard
CHIEF OF POLICE

DATE: August 19, 2020

SUBJECT: **"TESTING PROCEDURES FOR PROMOTIONS"**

ELIGIBILITY FOR SERGEANT: Individuals eligible for promotion to Sergeant shall include anyone who has successfully completed the police academy and has at least three (3) years of consecutive law enforcement experience with a similar size Municipal Police Department and has completed all probationary periods.

ELIGIBILITY FOR LIEUTENANT: Individuals eligible for promotion to Lieutenant shall include anyone who has successfully completed the police academy and has at least three (3) years of consecutive law enforcement experience as a Sergeant with a similar size Municipal Police Department and has completed all probationary periods.

ELIGIBILITY FOR CAPTAIN: Individuals eligible for promotion to Captain shall include anyone who has successfully completed the police academy and has at least three (3) years of consecutive law enforcement experience as a Lieutenant with a similar size Municipal Police Department and has completed all probationary periods.

WRITTEN EXAM:

A maximum of 100 points shall be awarded for the written exam.

LONGEVITY/EXPERIENCE:

Points for longevity shall be determined by awarding one-half point for each month of experience with the City of Starkville Police Department, not to exceed 6 points per year. (Maximum points to be awarded: 150}

EDUCATION/TRAINING:

Each officer shall be awarded 20 points for completing the Academy. Points for college credit shall be awarded to all officers with college experience at the rate of .63 points per credit hour completed. However, the total points awarded for college experience for a person who does not possess a degree from an accredited college or university shall not exceed 60 points; and, 40 points shall be awarded to any person who possesses an Associate's degree, 80 points shall be awarded to any person who possesses a Bachelor's degree and 100 points shall be awarded to any person who possesses a Master's degree from any such college or university. The maximum points to be awarded for a Master's Degree holder shall be 120 points; the maximum points for a Bachelor's Degree holder shall be 100; and, the maximum points for an Associate's Degree holder shall be 60.

INTERVIEW BOARD:

The interview board shall consist of 5 members, each of whom has a maximum of 50 points to award to each officer. (Maximum points to be awarded: 250)

ALL COLLEGE CREDIT'S AWARDED FOR THIS PROCESS MUST BE FROM AN ACCREDITED INSTITUTION OF HIGHER LEARNING.

**** CERTIFIED COLLEGE TRANSCRIPTS MUST BE PROVIDED.**



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 9/15/2020
PAGE: 1 of 1**

SUBJECT: Request approval to purchase NEMA Box Surveillance system with canon VB-M44 Camera and 4g Modem including enclosure, brackets, intelligent reset device, hardwired power supply from Covert Track Group Inc. at a cost of \$21,195.00, the lower of two quotes received, to be reimbursed 100% by Grant.

AMOUNT & SOURCE OF FUNDING: \$ 21,195.00

LINE ITEM 001-201-730-543

FISCAL NOTE: Reimbursable by the HOTSPOT grant if payment received by September 31st.

Two quotes received: Covert Track Group, Inc - \$21,195.00
Active Solutions - \$25,797.00

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Approval to purchase NEMA Box Surveillance system with canon VB-M44 Camera and 4g Modem including enclosure, brackets, intelligent reset device, hardwired power supply (data plan provided by customer) \$21,195.00.

CovertTrack Group Inc

15600 N 78th Street
Scottsdale, AZ 85260

Estimate

Date	Estimate #
5/21/2020	21859

Name / Address
Starkville Police Dept 101 Lampkin St. Starkville, MS 39759

Ship To
Starkville Police Dept 101 Lampkin St. Starkville, MS 39759 Kenny Watkins

PO No.	Exp. Date	Rep	FO No.	Device No	Case No
	6/20/2020	DC			
Description			Qty	Rate	Total
Nema Box Surveillance System with Canon VB-M44 Camera and 4G modem including Enclosure, Brackets, Intelligent Reset Device, Hardwired Power Supply (Data Plan Provided by Customer) Shipping and Handling			1	6,995.00	6,995.00
			1	70.00	70.00

To Order

1. Sign and Fax to the number below.

~or~

2. Sign, Scan & Email Back

Subtotal \$7,065.00

Sales Tax (8.05%) \$0.00

Total \$7,065.00

Signature _____

Phone #	Fax #
480-661-1916	480-451-5421

Print Name: _____



QUOTATION

City of Starkville, MS
101 E. Lampkin Street
Starkville, Mississippi
Attn: Chris Jackson

May 22, 2020

City of Starkville, MS Police Department

SALESPERSON	JOB	PAYMENT TERMS	PRODUCT DESCRIPTION
Giacone (504) 909-2505		Louisiana State Contract No. 4400009566	Active Solutions SafeCityCam - Covert

QTY	State Contract Part Number	Line Item	DESCRIPTION	MSRP	LINE TOTAL
1	AS-SCC Std	10002	SafeCityCam Standard Camera Unit Manufactured to Covert Standard. Standard with wide angle fixed camera.	\$8,599.00	\$8,599.00
1	AS-PW-PS-25	50007	25' Length - Cable with photo sensor fits standard street light power base	\$237.50	\$237.50
1	ASLABOR-ASMBLY	50147	Installation - Unpacking - Assembly <i>Site Inspections/Prep - Onsite & Remote</i>	\$125.00	\$125.00
4	ASLABOR-ASMBLY	50147	Installation - Unpacking - Assembly <i>Camera Installations/Remote Support</i>	\$125.00	\$500.00
2	ASLABOR-CONFIG	50148	Initial Camera/Software Programming & Configuration	\$125.00	\$250.00
			Unit is similar to standard cable battery enclosure with covert screening of wide angle fixed camera.		
			Does not include VMS or any licensing. Active Solutions offers several VMS platforms and can discuss which program works best for you.		
			Does not include a backhaul solution as this will differ with each deployment.		

SUBTOTAL	\$9,711.50
SALES TAX	\$0.00
TOTAL	\$9,711.50

The prices above, specifications and conditions are satisfactory and accepted. By affixing my signature below, I authorize Active Solutions to perform the work outlined above and agree to the payment terms as stated.

Accepted: _____

Please return signed Proposal to Active Solutions with your deposit to commence the aforementioned work.



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

AGENDA ITEM NO:
AGENDA DATE: September 1, 2020
PAGE: 1

SUBJECT: Request authorization for Utility Maintenance to provide professional services associated with Substation Testing & Maintenance for the Southwest Starkville 161/69/13 kV Substation.

AMOUNT & SOURCE OF FUNDING: 2020

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 for Utility Maintenance to provide professional services associated with Substation Testing & Maintenance for the Southwest Starkville 161/69/13 kV Substation.

AGREEMENT FOR SUBSTATION TESTING AND MAINTENANCE SERVICES

This AGREEMENT made and entered into this _____ day of _____, 2020, between **UTILITY MAINTENANCE SPECIALISTS, Inc.**, hereinafter referred to as "TESTING COMPANY", organized and existing under the laws of the State of Louisiana, and **STARKVILLE UTILITIES**, hereinafter referred to as "OWNER", organized and existing under the laws of the State of Mississippi.

WITNESSETH:

For the consideration and subject to the terms and conditions hereafter set forth, the OWNER and the TESTING COMPANY mutually agree as follows:

1. SCOPE OF WORK

The TESTING COMPANY shall perform substation testing and maintenance services on substation testing and maintenance projects for OWNER's various clients, hereinafter referred to as "OWNER", from time to time as mutually agreed by OWNER and TESTING COMPANY.

The TESTING COMPANY will furnish all supervision, labor, materials, tools, equipment, and transportation, and shall perform in a good, proper and workmanlike manner, all work required to perform substation testing and maintenance services.

2. SPECIFICATIONS

The work performed for OWNER by TESTING COMPANY under the terms of this Agreement shall be performed in a workmanlike manner and shall comply with OWNER's plans and technical specifications (collectively referred to as SPECIFICATIONS). Copies of said SPECIFICATIONS shall be furnished to TESTING COMPANY in advance of the work.

3. SUPERVISION

The OWNER does not reserve any right to control the methods or manner of performance of the work by the TESTING COMPANY. The TESTING COMPANY, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent TESTING COMPANY, and shall be free to perform the work by such methods and in such manner as the TESTING COMPANY may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The

OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

TESTING COMPANY shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. TESTING COMPANY's safety rules and regulations shall be applicable to all work performed hereunder. TESTING COMPANY shall be solely responsible for job safety.

TESTING COMPANY shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment or materials that are to be furnished by TESTING COMPANY hereunder shall be furnished in sufficient time to enable TESTING COMPANY to perform and complete the work within the time or times required by OWNER.

OWNER will furnish TESTING COMPANY with plans, data, records, specifications, and other information regarding the work. If TESTING COMPANY discovers any errors, omissions, discrepancies, or conflicts in any such information, TESTING COMPANY shall immediately so inform OWNER in writing. Any work affected by such discoveries that is performed by TESTING COMPANY prior to authorization by OWNER shall be at TESTING COMPANY's risk and expense.

TESTING COMPANY represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. TESTING COMPANY represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, TESTING COMPANY shall promptly furnish to OWNER such evidence as OWNER may require relating to TESTING COMPANY's ability to perform fully this Agreement in the manner and within the time required by OWNER.

TESTING COMPANY specifically agrees that TESTING COMPANY is an independent TESTING COMPANY and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating TESTING COMPANY's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and TESTING COMPANY agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of TESTING COMPANY.

TESTING COMPANY shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. TESTING COMPANY assumes full responsibility for compliance with OSHA.

4. WORKMANSHIP AND CONDUCT OF TESTING COMPANY'S EMPLOYEES

TESTING COMPANY warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. TESTING COMPANY shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. TESTING COMPANY shall require his employees to abide by all regulations, security measures, and procedures of the project. TESTING COMPANY shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other TESTING COMPANYS in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of TESTING COMPANY to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

5. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the TESTING COMPANY of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the TESTING COMPANY, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the TESTING COMPANY in performance of any work under this Agreement shall be employees of the TESTING COMPANY and shall not be deemed to be employees of the OWNER for any purpose whatever.

6. TERMINATION OF THE AGREEMENT

OWNER may terminate the Agreement at any time, for OWNER's convenience, by delivery of written notice of such termination to TESTING COMPANY, and TESTING COMPANY shall immediately cease the work and transfer to OWNER, in accordance with OWNER's directions, all materials, supplies, work in progress, equipment, machinery or tools acquired by TESTING COMPANY in connection with the performance of the work and for which TESTING COMPANY is reimbursed hereunder,

and all drawings, specifications, plans, sketches, and information for use in connection therewith. TESTING COMPANY shall, if directed by the OWNER and to the extent stated in the notice of termination, do such work as may be necessary to preserve the work in progress and to protect material and equipment on the job site or in transit thereto.

If work is not being done in accordance with the Agreement, any work in progress shall be stopped immediately by the TESTING COMPANY upon request of the OWNER. Further, this Agreement may be cancelled by the OWNER by delivery of written notice of such termination to TESTING COMPANY in the event the TESTING COMPANY fails to perform the work in accordance with the SPECIFICATIONS or otherwise breaches any of the terms and conditions of the Agreement. The remedies of the OWNER set forth in this Agreement are cumulative and in addition to all rights and remedies provided by law or equity.

7. INDEMNIFICATION

TESTING COMPANY shall indemnify and hold harmless the OWNER and its officers, agents, servants, and employees from and against all loss, damage or liability resulting from claims, suits, and actions for injuries to persons (including death) and damages to property caused by or arising out of any negligent (including strict liability), wanton or intentional act or omission in the performance of the work by the TESTING COMPANY, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, in any way associated or connected with the performance of the obligations herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory negligence of the OWNER, its officers, agents, servants, or employees. The foregoing indemnity shall include, but not be limited to, court costs, attorney fees, costs of investigation, costs of defense, settlements and judgments associated with such claims, suits or actions.

8. INSURANCE

TESTING COMPANY, at his expense, shall procure and maintain during the term of this Agreement insurance in accordance with the requirements in EXHIBIT "A" attached hereto and made a part hereof. The provisions herein requiring the TESTING COMPANY to carry said insurance shall not be construed as in any manner waiving, relieving or restricting the liability of the TESTING COMPANY as to any obligations imposed under this Agreement.

9. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

TESTING COMPANY shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations

applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

TESTING COMPANY shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the TESTING COMPANY expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the TESTING COMPANY, or his agents, servants or employees.

It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER's or OWNER's property.

10. SUBROGATION

This Agreement is considered one for the professional services of the TESTING COMPANY, and the TESTING COMPANY shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the TESTING COMPANY shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

11. LABOR PRICE SCHEDULE AND WORK RULES

The TESTING COMPANY agrees to furnish labor and supervision, and the OWNER agrees to pay for same, in accordance with mutually agreed pricing for each particular project.

12. TERMS OF ACCOUNT AND PAYMENT

OWNER agrees to pay for the work in accordance with the mutually agreed pricing for each particular project. OWNER agrees to pay for the work within forty-five (45) days upon receipt of the invoice, provided the work being invoiced has been completed to the satisfaction of OWNER.

All Federal, State and other governmental division taxes, including sales or use taxes, and all taxes or contributions for unemployment compensation, social security, and similar laws applicable to the TESTING COMPANY and his employees shall be

included in the Basis of Charges and the OWNER shall not be liable for additional charges because of such taxes or contributions.

13. TERM OF CONTRACT

The term of this Agreement shall be for an initial period of one (1) year beginning on the Effective Date and continuing thereafter for a maximum of four (4) years or until terminated for convenience (a) by the OWNER by giving seven (7) days written notice thereof to the TESTING COMPANY or (b) by the TESTING COMPANY by giving thirty (30) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice. In the event of a termination hereunder, the TESTING COMPANY will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

14. WARRANTY

TESTING COMPANY warrants that all work performed hereunder shall be free from defects in workmanship and shall be performed in a timely, safe, and professional manner and in accordance with all specifications, plans, and instructions, and all applicable laws, ordinances, regulations, industry codes (including, but not limited to, the National Electric Safety Code) and all terms and conditions of this Agreement.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

16. NO WAIVER

OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

17. ENTIRE AGREEMENT

This Agreement and its EXHIBITS embody the entire agreement between TESTING COMPANY and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided

herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

STARKVILLE UTILITIES

ATTEST:

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

UTILITY MAINTENANCE SPECIALISTS, INC.

ATTEST:

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT A

INSURANCE REQUIREMENTS

The TESTING COMPANY shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi such insurance as will protect the TESTING COMPANY and the OWNER from claims set forth below which may arise out of or result from the TESTING COMPANY's operations under this agreement:

- Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the TESTING COMPANY's employees;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the TESTING COMPANY's employees;
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the TESTING COMPANY, or (2) by another person;
- Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
- Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

The TESTING COMPANY shall takeout and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:

- Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the TESTING COMPANY under this Agreement, and Employer's Liability with a minimum limit of \$1,000,000 per person.
- Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$2 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence and property damage limits of \$1 million for each occurrence. A single limit of \$1 million

of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

The OWNER shall be named as Additional Insured on all policies of insurance required in this Section and shall receive an express waiver of subrogation as to those policies. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the OWNER. The TESTING COMPANY shall furnish the OWNER a certificate evidencing compliance with the foregoing requirements that shall provide not less than 30 days prior written notice to the OWNER of any cancellation or material change in the insurance.

STARKVILLE UTILITIES

ATTEST:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

UTILITY MAINTENANCE SPECIALISTS, INC.

ATTEST:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



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

AGENDA ITEM NO:
AGENDA DATE: September 1, 2020
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to enter into a Power Supply Flexibility agreement with the Tennessee Valley Authority (TVA).

AMOUNT & SOURCE OF FUNDING: 2021

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into a Power Supply Flexibility agreement with the Tennessee Valley Authority (TVA).

POWER SUPPLY FLEXIBILITY AGREEMENT

TV-48326A, Supp. No. ____

This Agreement is between STARKVILLE UTILITIES (“**Distributor**”), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY (“**TVA**”), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended (“**Power Contract**”).

Distributor and TVA have entered into the Long-Term Agreement, Supplement 89 to the Power Contract, effective September 10, 2019 (“**LTA**”), covering arrangements to increase the length of and strengthen the contractual relationship to help ensure the long-term success of the public power model.

Therefore, the parties agree as follows:

SECTION 1 - TERM AND TERMINATION

1.1 - Term

Except as provided below, this Agreement remains effective until the earlier of:

- a) the termination of the Power Contract;
- b) the 20th anniversary of the date on which the LTA terminates;
- c) the 20th anniversary of the date of Distributor’s written notice to TVA to terminate the Power Contract; or
- d) the 20th anniversary of the date of TVA’s written notice to Distributor that Distributor failed to comply with the notice under section 10.3 below to cease all power production from non-compliant Energy Resource facilities.

1.2 - Lock-Out Period

Distributor will not expand any Energy Resources (as defined below), will not increase the capacity of any Energy Resources, and will not initiate any new Energy Resources for operation during the term of the Power Contract, upon the occurrence of any of the following:

- a) the date Distributor provides written notice to terminate the Power Contract,
- b) termination of the LTA,
- c) the date of TVA’s written notice to Distributor that Distributor failed to comply with the notice under section 10.3 below to cease all power production from non-compliant Energy Resource facilities, or
- d) Distributor deployment of Energy Resources in an amount equal to the maximum Enhanced Flexibility Volume allowed under section 3 of this Agreement.

Distributor may continue to operate and maintain any pre-existing Energy Resources for the remaining term of this Agreement, subject to the terms and conditions set forth herein.

1.3 - Early Termination

Any time prior to termination of this Agreement under subsection 1.1, but after the provisions of subsections 1.2(a), 1.2(b), and/or 1.2(c) become applicable, TVA shall have the right to terminate this Agreement to be effective upon 10 days’ prior written notice to Distributor at any time that Distributor has no in-service Energy Resources.

SECTION 2 - ELIGIBLE ENERGY RESOURCE TYPES

2.1 - Allowed Resources

“Energy Resources” means facilities that Distributor (or third parties, on Distributor’s behalf) builds, owns, controls, constructs, installs, sells equipment for, operates, directs the operation of, or uses, which produce electric energy or store electric energy produced by another Energy Resource while operating in parallel with the TVA electric system. At its expense, Distributor may deploy only the following types of Energy Resources, in an amount up to the Enhanced Flexibility Volume allowed under section 3 of this Agreement:

- a) solar-based power generating resources of any type, including those integrated with batteries;
- b) natural gas power generating resources of any type, including those integrated with batteries;
- c) wind turbine generation, including those integrated with batteries; and,
- d) other carbon-free or carbon-neutral facilities that TVA deems to be consistent with TVA’s Integrated Resource Plan or comparable successor integrated resource plan.

2.2 - Addition and Removal of Allowed Resources

- a) TVA may expand the list of allowed Energy Resources in subsection 2.1, immediately upon providing written notice to Distributor. Such expanded list may include additional Energy Resources that TVA, in its sole discretion, deems to be consistent with TVA’s Integrated Resource Plan or comparable successor integrated resource plan.
- b) In its sole discretion, TVA may remove any Energy Resource from the list of allowed Energy Resources in subsection 2.1, upon not less than 90 days’ prior written notice to Distributor, if TVA determines that deployment of that Energy Resource would no longer be consistent with resources added in TVA’s Integrated Resource Plan or comparable successor integrated resource plan.

Any Energy Resource facility documented by an initiation form submitted to TVA in accordance with section 7(a) below prior to the effective date of a TVA removal will not be subject to that removal notice.

2.3 - PURPA Purchase

To preserve this Agreement, TVA will assist any Distributor purchasing energy from a Qualifying Facility (“**QF**”) to facilitate compliance with TVA rules, regulations, and participation in renewable energy programs, including the Dispersed Power Production Program. Distributor must comply with any guidance TVA provides regarding any purchases from QFs. A contract between a QF and Distributor will be designated as an Energy Resource and applied against the Enhanced Flexibility Volume unless the QF is compensated at a rate no higher than TVA’s applicable avoided cost rate for power and the power is assigned or conveyed to TVA by Distributor and accepted by TVA.

SECTION 3 - ENHANCED FLEXIBILITY VOLUME

Distributor may deploy Energy Resources in a total capacity amount (based on alternating current nameplate rating) not to exceed the greater of the following (“**Enhanced Flexibility Volume**”):

- a) 5% of Distributor’s energy, where Distributor’s energy is the average hourly capacity usage, initially over TVA fiscal years 2015 through 2019; or
- b) 1 MW.

Each allowed Energy Resource type will be assigned a factor between 0 and 1 (“**Technology Factor**”). The Technology Factor for solar-based power generating Energy Resources will be 0.4 and, except for Energy Resources approved by TVA pursuant to section 2.1(d) or added by TVA pursuant to section 2.2(a), Energy Resources that are not solar-based will have a Technology Factor of 1.0. TVA will approve

a Technology Factor for any Energy Resources that are approved by TVA in accordance with (i) section 2.1(d), at the time TVA deems the Energy Resource consistent with the IRP, and (ii) section 2.2(a), when the new Energy Resource is approved by TVA. For the purpose of calculating each Energy Resource's contribution to the Enhanced Flexibility Volume, the facility's alternating current nameplate rating will be multiplied by its Technology Factor.

Upon Distributor's written request, TVA will recalculate Distributor's average Enhanced Flexibility Volume over the five consecutive TVA-fiscal-year periods prior to the time of the request. The recalculated Distributor's energy amount will apply only if it is greater than the Enhanced Flexibility Volume as of the date of Distributor's request. If TVA issues a notice of violation of this section notifying a Distributor that it has exceeded the Enhanced Flexibility Volume, Distributor shall cease the operation or permanently reduce the alternating current nameplate rating of an Energy Resource under its control or contract in order to return Distributor to within the Enhanced Flexibility Volume.

SECTION 4 - ENERGY RESOURCE SITING AND SIZING

For any Energy Resources, Distributor must:

- a) connect them to Distributor's distribution system (which includes behind the Distributor-customer's meter);
- b) locate them within Distributor's service territory;
- c) provide or distribute output from them only to Distributor's end-use customers, either individually or collectively; and
- d) not cause any interval's takings at any individual wholesale delivery point to go below zero.

SECTION 5 - ENERGY RESOURCE MANAGEMENT

Distributor must comply with all applicable laws, and must comply with accepted industry standards in the development, construction, financing, operation, and maintenance of Energy Resources, including, but not limited to, the then-current versions of IEEE 1547 and UL 1741.

TVA will review the impact of Distributor's planned Energy Resource(s) on TVA's electric system. If TVA identifies any adverse impacts on TVA's electric system that will be caused by Distributor's planned Energy Resource(s), TVA will notify Distributor of the equipment necessary to remediate such adverse impact. Distributor will coordinate with TVA for the installation of any such necessary equipment and reimburse TVA for TVA's costs.

For any Energy Resource deployed that is above 25 MVA or that requires TVA to install protective devices (e.g., transfer trip), TVA and Distributor will enter into a parallel operating agreement for that specific Energy Resource.

SECTION 6 - ENERGY RESOURCE METERING

Distributor must meter all Energy Resources in a manner consistent with the requirements, standards, and guidance set forth in TVA's Metering Requirements for Generation, Physical Tie Lines, Pseudo-ties, and Dynamic Schedules procedure ("**Metering Requirements**"). TVA may update or change the Metering Requirements upon not less than 30 days' written notice to Distributor. When TVA makes such updates or changes, or at any time upon Distributor's request, TVA will provide the revised Metering Requirements to Distributor. For any situation that requires a TVA-owned meter in accordance with the Metering Requirements, Distributor must reimburse TVA for TVA's cost for procuring and installing such meter.

In the event that TVA provides to Distributor metering or communication devices for Energy Resources to ensure TVA operational reliability, then Distributor will provide to TVA: (1) unrestricted remote access to metering data at all times; and (2) physical access to the metering facilities, for the purpose of confirming remotely accessed data, during such time periods that TVA specifies, and in cooperation with Distributor's operating representatives.

SECTION 7 - ENERGY RESOURCE REPORTING AND RECORDKEEPING

Distributor must report to TVA the following information regarding Distributor's implementation of Energy Resources, using the appropriate form and frequency, both of which TVA will specify.

Distributor's reporting requirements to TVA will be, at minimum, the following:

- a) an **"Initiation Notice Form,"** to be submitted by Distributor during the early planning stages of Energy Resource facility development, but in no case less than 90 days prior to any new Energy Resource power production, which keeps TVA apprised of Energy Resource development within Distributor's service territory, expediting TVA's affected system interconnection studies, which TVA will conduct in a timely manner (TVA must review and provide advance, written approval of any plans to modify or operate an Energy Resource that materially differs from Distributor's original proposal to build such Energy Resource);
- b) an **"Operational Notice Form,"** to be submitted by Distributor prior to any Energy Resource facility power production, which notifies TVA of an Energy Resource project that is capable of and ready to generate energy and provide power, consistent with this Agreement, and relevant information about such projects, including location, type, size, inverter data, transformer data, and other metering and interconnection information;
- c) a **"Monthly Reporting Form,"** to be submitted by Distributor on a schedule specified by TVA, which captures Distributor's hourly meter data for Energy Resources every month, with projects over 1 MW individually delineated; and
- d) **"Annual Reporting,"** to be submitted by Distributor on a schedule specified by TVA, which includes all information TVA requires for its planning and load forecasting, including Energy Resource generation forecasts, size and type of projects being considered in the coming year, and timing of projects.

SECTION 8 - ENHANCED POWER SUPPLY FLEXIBILITY AND PRICING STRUCTURE

For up to the Enhanced Flexibility Volume set forth in section 3, Distributor's Energy Resource generation will displace the demand and energy usage that TVA would have otherwise charged to Distributor. The pricing structure against which demand and energy will be displaced is under the wholesale power rate schedule applicable under the Power Contract. In the event Distributor exceeds the Enhanced Flexibility Volume, TVA may adjust Distributor's wholesale bill to account for the Energy Resource generation that exceeds the Enhanced Flexibility Volume. Nothing in this Agreement shall preempt TVA's authority to set rates consistent with the TVA Act.

SECTION 9 - WHOLESALE POWER SUPPLY

Except as specifically stated in the LTA and in this Agreement, Distributor remains obligated under the Power Contract to take from TVA the electric power Distributor requires to serve its customers, and any other sale or supply of power not supplied by TVA is prohibited. However, consistent with the LTA, power supplied by Distributor as part of and in compliance with the terms of this Agreement is not an event of default as specified in the subsection entitled "Distributor Events of Default" in section 3 the LTA.

In accordance with the Power Contract, TVA remains obligated to make every reasonable effort to be in a position to supply Distributor's total customer load, without regards to Distributor's deployment of Energy Resources under this Agreement.

SECTION 10 - CURTAILMENTS

10.1 - Curtailment Rights

If Distributor has implemented at least 5 MW of Energy Resource capacity, and if TVA determines, in its sole judgment, that a reliability emergency exists, then TVA will have the right to order Distributor to curtail its Energy Resource utilization by ceasing all Energy Resource power production from Energy Resource sites of 1 MW or greater.

10.2 - Curtailment Period

Distributor must cease all power production from all Energy Resource sites of 1 MW or greater within 15 minutes after TVA provides notification that an emergency condition exists. TVA will notify Distributor when the emergency condition has ended, at which time Distributor may resume power production from all Energy Resource sites.

10.3 - Failure to Curtail

If Distributor fails to curtail any Energy Resource site power production in accordance with subsections 10.1 and 10.2 above, TVA may require Distributor to cease all further power production from any non-compliant Energy Resource facilities. Such requirement to cease all further power production will become effective immediately upon written notice and will remain effective until such time that Distributor demonstrates to TVA's satisfaction that Distributor can satisfy the curtailment obligations. If Distributor fails to comply with the notice to cease all power production from non-compliant Energy Resource facilities, TVA shall provide a written notice that Distributor has failed to comply with the written notice to cease all power production and subsections 1.1(d) and 1.2(c) shall apply.

10.4 - Notice of Curtailment

TVA will provide notices either orally or electronically of Energy Resource curtailment. When providing notice by phone, TVA will use to the Primary Notice Phone Number below. If TVA does not reach anyone at the Primary Notice Phone Number, TVA also may provide notices, without obligation, to any Alternate Notice Phone Number(s) Distributor provides.

Primary Notice Phone Number	662-323-3133
Alternate Notice Phone Number(s)	662-418-9445 662-722-0238

SECTION 11 - RESPONSIBILITY TO CONSUMERS

In making investments in Energy Resources under this Agreement, Distributor is responsible for maintaining low rates, protecting the financial viability of the electric system, and ensuring the non-discriminatory treatment of all electric consumers in a manner consistent with the Power Contract and with TVA's regulatory framework.

SECTION 12 - NOTICE

The parties will deem any written notice required under this Agreement to be given properly if a party delivers the required notice in writing by one of the following delivery methods: (1) posted on a website designated for delivery of Energy Resource information; (2) e-mailed to Distributor's General Manager, Superintendent, Chief Executive Officer, or equivalent management representative; or (3) sent to the address specified for notices in the LTA.

SECTION 13 - CONFLICTS

In the event of any conflict between this Agreement and another agreement between the parties, this Agreement controls.

SECTION 14 - EXCEPTIONS

Distributor may request exceptions or alternatives to the requirements set forth in this Agreement. TVA may accept or reject such request at its sole discretion. Approval of any requests will be implemented by an amendment to this Agreement, or by separate agreement.

SECTION 15 - RATIFICATION

The parties hereby ratify and confirm that: (a) the power supply flexibility solution provided for in this Agreement, as of this Agreement's effective date, satisfies TVA's obligations under section 2(e) of the LTA, and (b) the Power Contract, as amended by both this Agreement and the LTA, is their continuing obligation.

The effective date of this Agreement is the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director

Power Customer Contracts



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

AGENDA ITEM NO:
AGENDA DATE: September 1, 2020
PAGE: 1

SUBJECT: Request authorization for City of Starkville to enter into a General Delivery Point agreement with the Tennessee Valley Authority (TVA) to supply 161kv to the new Southwest Substation.

AMOUNT & SOURCE OF FUNDING: 2020

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for City of Starkville to enter into a General Delivery Point agreement with the Tennessee Valley Authority (TVA).

GENERAL DELIVERY POINT AGREEMENT

TV-48326A, Supp. No. ____

This Agreement is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation; and the TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale at specified delivery points under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Distributor is building the Southwest Starkville 161-kV Substation ("**New Substation**") near Starkville, Mississippi, with a target in-service date of October 15, 2020.

The parties want to amend the Power Contract to add a new delivery point at the New Substation.

Therefore, the parties agree as follows:

SECTION 1 - TERM

This Agreement will continue through the term of the Power Contract.

SECTION 2 - CONSTRUCTION BY DISTRIBUTOR

At its expense, Distributor will:

- (a) provide the New Substation, and
- (b) perform all work on its distribution system necessary to enable it to take power and energy at the New Substation on or as soon as practicable after the date the New Substation is completed.

SECTION 3 - CONSTRUCTION BY TVA

At its expense, TVA will:

- (a) extend the tap line between TVA's Starkville - Sturgis 161-kV Transmission Line (L5261) and the Bluefield 161-kV Substation approximately 3.3 miles to the New Substation, and
- (b) connect this tap line to the New Substation.

SECTION 4 - AMENDMENT TO POWER CONTRACT

Effective as of the date on which the New Substation is first energized, section 3 of the Power Contract is amended by adding the following to the respective columns of the tabulation set out in that section:

<u>Delivery Point</u>	Normal Wholesale <u>Delivery Voltage</u>
161-kV side of the Southwest Starkville 161-kV Substation	161,000 volts

SECTION 5 - INCORPORATION OF TERMS AND CONDITIONS

The parties agree that the attached Terms and Conditions are made a part of this Agreement. In the event of any conflict between the body of this Agreement and the Terms and Conditions, the former controls. Section 3.4 of the Terms and Conditions shall apply only to the extent permitted by law.

SECTION 6 - METERING

- (a) In accordance with the attached Terms and Conditions, the parties will cooperate in providing and installing a 161-kV revenue metering installation ("**Metering Equipment**") at the New Substation. Distributor will provide foundations and TVA will provide structures for the high side instrument transformers.
- (b) There will be no telephone circuit and no remote access by Distributor to meter data, and subsection 2.3 in the attached Terms and Conditions does not apply. Instead, TVA (for its exclusive use) will supply a fiber optic communication path for remote access to the Metering Equipment, and Distributor will supply TVA, at no charge, 120 volts of power for TVA's equipment.

SECTION 7 - RELAY INSTALLATION

The parties will cooperate in providing and installing at the New Substation an underfrequency load shed relay and a lock-out relay with accessory equipment ("**Relays**").

At its expense, Distributor will install the Relays, in accordance with plans and specifications satisfactory to TVA. Thereafter, Distributor will remove or replace the Relays at TVA's request.

At its expense, TVA will furnish the Relays and any needed replacements thereof. TVA will operate, maintain, and repair the Relays at TVA's expense. The Relays will receive 3-phase potentials from TVA's potential transformers.

SECTION 8 - CIRCUIT BREAKER OR SWITCHER INSTALLATIONS

Distributor will provide and will install back-to-back circuit breakers or circuit switchers for transformer bank protection, in accordance with plans and specifications satisfactory to TVA.

SECTION 9 - CARRIER BLOCKING RELAY INSTALLATION

TVA and Distributor will cooperate in providing and installing at the New Substation a blocking relay, carrier set, and associated equipment ("**Blocking Relay Equipment**"). TVA will, at its expense, furnish and install the Blocking Relay Equipment and will thereafter remove or replace it as TVA deems is necessary. TVA will own, operate, maintain, and repair the Blocking Relay Equipment. TVA will provide 3-phase potentials to the Blocking Relay Equipment from the secondary winding of the voltage transformer for the Metering Equipment.

Distributor will allow TVA to install and maintain the Blocking Relay Equipment and will facilitate the operation of the Blocking Relay Equipment by supplying TVA with a current transformer connection from the high side of its autotransformer bank.

The parties are signing this Agreement to be effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director

Power Customer Contracts

TERMS AND CONDITIONS

(New Delivery Point)

SECTION 1 - COORDINATION

1.1 Objectives of Coordination. The parties agree that it is necessary to coordinate their efforts under this agreement to ensure that the following objectives are met: (a) timely and efficient completion of construction and connection of the New Substation to the TVA system, (b) timely and efficient completion of the metering installation, (c) the safe, reliable, and efficient operation of TVA's facilities, (d) prevention of any undue hazards to TVA's facilities and operations, and (e) the safety of the parties' personnel. Each party will use reasonable diligence in carrying out its responsibilities under this agreement and will notify the other of any significant changes in schedule.

1.2 New Substation Plans and Specifications. Distributor shall consult with TVA in designing the New Substation and shall use plans and specifications that TVA concurs will ensure consistency with objectives (c) and (d) in subsection 1.1 above. Distributor will design, construct, operate, and maintain the New Substation in accordance with good, modern practices and procedures.

1.3 New Substation Protective Scheme. Distributor shall also consult with TVA in planning for the installation, operation, testing, calibration, and maintenance of the protective scheme for the New Substation. Such protective scheme shall include backup protection for the New Substation in the event of failure of primary interrupting devices. As a minimum, backup protection would normally involve secondary interrupting devices and equipment such as backup relays and backup circuit switchers. Distributor agrees not to install, operate, or maintain any protective devices without TVA's concurrence that objectives (c) and (d) in subsection 1.1 above will be fully met.

1.4 TVA Review. Any review by TVA of Distributor's plans provided for in this agreement should not be considered an endorsement that they are adequate for Distributor's purposes. TVA will not unreasonably withhold its concurrence following any such review.

1.5 Metering. TVA and Distributor will coordinate their work under section 2 below to the extent necessary and practicable.

SECTION 2 - METERING

2.1 TVA's Installation Work. TVA at its expense shall provide and install the revenue meter and related items necessary to determine the power and energy taken by Distributor at the New Substation. This metering installation will be at a mutually satisfactory location in the New Substation.

2.2 Distributor's Installation Work.

2.2.1 Current and Voltage Transformers. Distributor shall, at its expense and in accordance with plans and specifications furnished or approved by TVA, install the metering current and voltage transformers (furnished by TVA). This will be done on the source side of any station service transformers and voltage correction equipment.

2.2.2 Miscellaneous Facilities. Distributor shall install all other facilities required for the metering installation, including a prewired meter cabinet (provided by TVA) and the foundation (if necessary) for TVA's meter cabinet, the primary connections from the metering transformers to Distributor's facilities and the conduit (together with any required test boxes) and cable extending from the metering transformer secondaries to the meter cabinet. Distributor will furnish the supplies and materials needed under this subsection 2.2.2, except that TVA will furnish the cable and test boxes.

2.3 Remote Access to Metering Installation.

2.3.1 Installation of Circuit. For TVA's metering purposes, including power quality monitoring, Distributor shall provide and install (or have installed) a telephone circuit (Circuit) and, if needed, protective conduit extending from TVA's revenue meter to a location specified by TVA. If TVA furnishes a telephone switcher, Distributor shall install it at an agreed upon location. Distributor installation of the Circuit and telephone switcher shall be in accordance with guidelines and specifications furnished or approved by TVA. Distributor shall install and then operate and maintain the Circuit (and any such conduit) at its expense. TVA will connect the Circuit to the revenue meter.

2.3.2 Distributor Access to Meter Data. TVA agrees to allow Distributor (a) remote access to TVA's metering data through the Circuit and (b) access to the metering information available from the readout display of the revenue meter. Use of the Circuit and access to the readout display will be coordinated between TVA's and Distributor's operating representatives to ensure unrestricted telephone access by TVA for data retrieval purposes during such periods as specified by TVA.

2.3.3 Remote Access Equipment. It is recognized that Distributor will need equipment not provided by TVA in order to obtain metering data by remote telephone access. If requested, TVA will assist Distributor in selecting such equipment, but acquisition of the equipment shall be the sole responsibility of Distributor.

2.4 Control of Metering Installation. Except as specifically provided otherwise in this agreement (or as agreed otherwise by TVA), the metering installation shall be for TVA's exclusive use and control. It may be used by TVA separately or in conjunction with any other metering facilities of TVA. TVA will place its seals on the revenue meter and metering facilities in the metering installation, and Distributor shall assure that those seals are not broken except at TVA's request.

2.5 Maintenance of Metering Installation.

2.5.1 TVA's Responsibilities. TVA at its expense shall test, calibrate, operate, maintain, and replace the portion of the metering installation provided and installed by TVA.

2.5.2 Distributor's Responsibilities. As requested by TVA from time to time, Distributor at its expense shall perform necessary maintenance (including making of replacements) of the remaining portion of the metering installation. In doing this work Distributor shall furnish the necessary materials, except that TVA shall furnish for installation by Distributor any replacements required for the current and voltage transformers, metering cable, and test boxes.

SECTION 3 - METERING OUTPUTS

3.1 Access to Outputs. Distributor may desire access to metering outputs from the metering installation for such purposes as monitoring and load control, and TVA is willing to make such access available at no charge. Accordingly, Distributor may, at such time as it deems appropriate, provide and install at its expense such additional facilities as are necessary for obtaining access to metering outputs. This includes provision and installation of cable to be connected by TVA to a terminal block in TVA's meter cabinet. Distributor shall also furnish and install any protective facilities requested by TVA for the protection of TVA's metering installation.

3.2 Approval of Facilities. Distributor shall keep TVA informed as to Distributor's plans for installation of any such additional facilities to the extent necessary and practicable. Distributor shall neither install any facilities which are to be connected to the metering installation nor, once installed, change them without prior written notification from TVA that such installation or change is satisfactory to TVA insofar as required for the safe and efficient operation of the metering installation.

3.3 Noninterference With Metering. In exercising access to metering outputs, Distributor shall not interfere with any operation, use of, or access to the metering installation by TVA. In this regard Distributor agrees to immediately modify its facilities and operations, in any manner requested by TVA, to avoid any such interference.

3.4 No Warranty of Outputs. TVA makes no statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Distributor uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Distributor hereby waives, and releases the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Distributor's use of the metering outputs.

3.5 Termination of Arrangements. The arrangements set out under this section 3, may be terminated by TVA or Distributor at any time upon at least 120 days' written notice. As soon as practicable following the effective date of such termination, TVA will disconnect the cable from the metering installation.

SECTION 4 - ADJUSTMENT OF METERED AMOUNTS

If the metering installation at the New Substation is not at the point of delivery specified in the Power Contract, the metered amounts of power and energy shall be appropriately adjusted to reflect losses (and non-metered station service or equipment use, if any) between the point of delivery and the metering installation. Distributor shall from time to time furnish TVA with the loss data for Distributor's facilities needed to allow TVA to make such adjustments.

SECTION 5 - RIGHTS OF ACCESS

Distributor hereby grants to TVA such rights to use Distributor's property as are reasonably necessary or desirable to enable TVA to carry out its responsibilities under this agreement. These rights include installation, operation, maintenance, replacement, removal, and inspection of TVA's electrical facilities and equipment (including metering equipment) installed in connection with service to Distributor.

SECTION 6 - POWER REQUIREMENTS

Distributor shall at its expense provide the battery and station service power requirements for TVA's facilities and equipment (including metering equipment) installed at the New Substation.

SECTION 7 - TERM OF AGREEMENT

Except as otherwise provided, this agreement becomes effective as of the date of the agreement and continues in effect for the term of the Power Contract or any renewal, extension, or replacement of it.

SECTION 8 - RESTRICTION OF BENEFITS

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise from it unless the agreement be made with a corporation for its general benefit. Distributor shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. part 2635 (as amended, supplemented, or replaced). Breach of this provision shall constitute a material breach of this agreement.

SECTION 9 - AMENDMENT

This agreement may be amended only by a writing signed by the parties.



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

AGENDA ITEM NO:
AGENDA DATE: September 1, 2020
PAGE: 1

SUBJECT: Request authorization to declare the old and removed Water Division water meters and meter heads surplus property, advertise for sale, and sell to the highest bidder on govdeals.com.

AMOUNT & SOURCE OF FUNDING: 2020 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 declare the old and removed Water Division water meters and meter heads surplus property, advertise for sale, and sell to the highest bidder on govdeals.com.



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

AGENDA ITEM NO:
AGENDA DATE: September 1, 2020
PAGE: 1

SUBJECT: Request authorization for Vacuum Truck Sales and Service to conduct necessary repairs to the Water Division CCTV truck and camera in the amount not to exceed \$8,000.00.

AMOUNT & SOURCE OF FUNDING: 2020

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

Vacuum Truck Sales and Service is who we purchased the CCTV truck from, is certified to work on this type of equipment and can complete the repair within the time constraints.

SUGGESTED MOTION:

Move approval for Vacuum Truck Sales and Service to conduct necessary repairs to the Water Division CCTV truck and camera in the amount not to exceed \$8,000.00.

QUOTE BY



VACUUM TRUCK SALES AND SERVICE, LLC

408 HWY 49 South, Richland, MS 39218

Ph:601-748-4812

Customer:	CITY OF STARKVILLE
Address:	200 LAFAYETTE ST STARKVILLE MS 39759
Attention:	VINCENT
Phone:	662-323-3133
E-mail:	Vmckenzie@starkvilleutilities.com

CAMERA VAN -T-66-ORION CAMERA

Salesman: WBARLOW@VTSALES.NET

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
				\$ -
1	905202521	CC-5 CAMERA CONNECTION	\$2,995.00	\$ 2,995.00
1	197402291	BP CONTROLLER MAIN PCB	\$1,734.24	\$ 1,734.24
1	520800071	PCB-FLEX RIGID	\$624.56	\$ 624.56
10	LABOR	HRS OF LABOR TO DIAGNOSE AND REPAIR EQUIPMENT	\$125.00	\$ 1,250.00
				\$ -
				\$ -
				\$ -
				\$ -
		CAMERA VAN ROOF TOP LEAKING REPAIR		\$ -
1	REPAIR	REPAIR FOR CAMERA VAN ROOF TOP LEAKING	\$1,200.00	\$ 1,200.00
				\$ -
				\$ -
				\$ -
		THIS REPAIR TO BE MADE ONCE P.O. NUMBER HAS BEEN RECEIVED		\$ -
		THIS IS THE SET PRICE IF NO OTHER REPAIRS ARE FOUND AND NO		\$ -
		OTHER REPAIRS ARE ADDED TO THIS QUOTE		\$ -
		SALES TAX AND FREIGHT CHARGES NOT INCLUDED		\$ -
		REPLACEMENT PARTS AND REPAIRS COVERED UNDER 60 DAY WARRANTY		\$ -
				\$ -

QUOTE DATE:	8/25/2020			
PREPARED BY:	WENDELL BARLOW			
PO NUMBER:		SUB TOTAL		\$7,803.80
		SALES TAX	0.00%	\$0.00
		FREIGHT		
Payment Terms: Net 30		GRAND TOTAL		\$7,803.80