

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
September 1, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 1, 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 Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. 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:

Alderman Vaughn asked to remove XI. Department Business, Human Resources Item G.1."Hiring of a Water Operations Manager" from consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the September 1, 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, SEPTEMBER 1, 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 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 WIT 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 AT 798 PINE CIRCLE IN A SD-2 ZONING DISTRICT WITH 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 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 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 THE 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.

Consent items 2 – 25:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 4, 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 September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 4, 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 AUGUST 14, 2020 WORK SESSION 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 September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 14, 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 THE MINUTES OF THE AUGUST 18, 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 September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 18, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF 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 September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval 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: September 1, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

6. 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 PARCEL NUMBER 102H-00-038.00 ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building and property located at 124 Yellow Jacket Drive with parcel number 102H-00-038.00 are menaces to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF AUTHORIZATION TO NAME CADENCE BANK AS THE 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 September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to name Cadence Bank as the Municipal Depository for the City of Starkville as advertised in accordance with MS Code sections 27-105-353 and 27-105-363 ” is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR APPROVAL OF THE SOURCE OF SUPPLY BIDS FOR STREET AND SANITATION 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 September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best bids received for October 1, 2020 – September 30, 2021 source of supply listing for the Starkville General City” is enumerated, this consent item is thereby approved.

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotlight, 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)					
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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

9. CONSIDERATION TO HIRE HAILEY NASON, DIEGO SOROMENESES, AND ODIE RUSH AS ENTRY LEVEL POLICE OFFICERS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Hailey Nason, Diego Soromeneses, and Odie Rush as Entry Level Police Officers in the Starkville Police Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE CAYLA DAVIS AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Cayla Davis as a Radio Operator (Dispatcher) in the Police Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE MARY BROOKS AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Mary Brooks as a Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO TRANSFER MARQUIS JORDAN FROM THE SANITATION DEPARTMENT TO PARKS AND RECREATION DEPARTMENT AS A MAINTENANCE WORKER.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to transfer Marquis Jordan from the Sanitation Department to Parks and Recreation Department as a Maintenance Worker” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE JERALD “LYLE” MECASKEY AS THE COMMUNITY DEVELOPMENT ADMINISTRATOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Jerald “Lyle” McCaskey as the Community Development Administrator” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE BILLY SHED AS ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Billy Shed as Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

15. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a 100% reimbursable (up to \$81,100) continuation grant agreement in the area of Driving under the Influence enforcement for funding of two (2) DUI officers and approximately 540 hours of overtime in the area of DUI enforcement” is enumerated, this consent item is thereby approved.

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. B: Secondary Federal Award Date: 12. Research and Development Grant: ___ Yes ☒ No Continuation Grant: ☒ Yes ___ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$81,100.00	(1) Federal	\$81,100.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$81,100.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	405D
TOTAL	\$81,100.00	TOTAL:	\$81,100.00
			402PT
			TOTAL
			\$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	Signature	Date
Name: Helen Porter Title: Office Director, MS Office of Highway Safety		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: MSX-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 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	\$81,100.00		\$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.

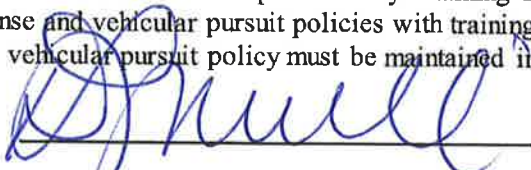
The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency 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.

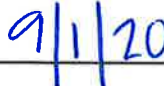
During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any 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



Print Authorizing Official's Name



Authorizing Official's Title

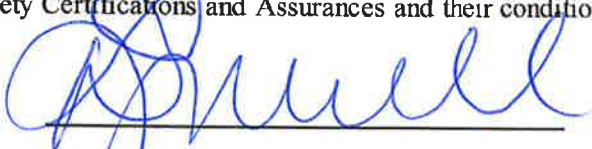
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

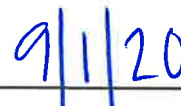
As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

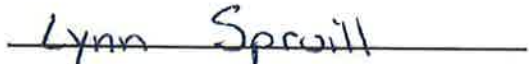
Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.



Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)



Date



Print Authorizing Official's Name



Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the 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 Starkville MISSISSIPPI, THIS 1st Day of
September, 20 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 Lynn Spruill
(Chairman of Board/Mayor)

Alderman/Councilperson Alderman David Little offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Alderman Hamp Beatty and, was duly adopted.

Date: 9-1-2020

Attest: Lesa Hardin

By: Lesa Hardin

(Blue Ink)

City Clerk/CFO

FY21 MOHS Grant Agreement

Seal (City/County Seal is required)



**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: 9/1/20
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: [Signature] Title: Mayor
(Authorizing Official)

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a continuation 100% reimbursable grant agreement up to \$16,000 in the area of Police Traffic Safety in the area of seatbelt, child restraint, and speeding enforcement overtime” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to declare a 2006 Dodge Charger, VIN:2B3LA53H26H478581 as surplus, and authorization to list this vehicle on govdeal.com” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to renew the 1-year Cradle point NetCloud Essentials for mobile routers (prime) as applies to IBR 1700 service and support provided by CradlePoint through 8/29/2021” is enumerated, this consent item is thereby approved. (Agreement follows Police Traffic Safety Grant)

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the testing procedures for promotion in the Starkville Police Department” is enumerated, this consent item is thereby approved. (Testing procedures follow CradlePoint renewal)

20. REQUEST AUTHORIZATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase NEMA Box Surveillance system with Canon VB-M44 Camera and 4g Modem including enclosure, brackets, intelligent reset device and hardwired power supply with data plan to be provided by the customer from Cover Track Group, Inc. at a cost of \$21,195.00, the lower of two quotes, to be reimbursed 100% by the HOTSPOT grant” is enumerated, this consent item is thereby approved.

Two quotes received: Covert Track Group, Inc - \$21,195.00 and Active Solutions - \$25,797.00

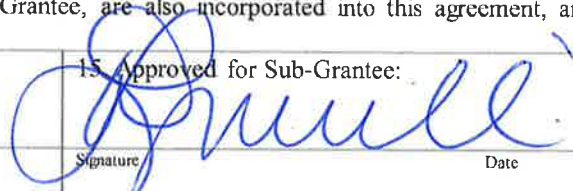
FY21 MOHS GRANT AGREEMENT

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		9. Congressional District: 3	
10. A:FAIN #: 18X9204020MS17 69A37518300004020MS0		11.A: Initial Federal Award Date: 11/3/2016 11/22/2017		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(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
TOTAL	\$16,000.00	TOTAL:	\$16,000.00	\$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 9/1/20 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 P/T 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

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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.

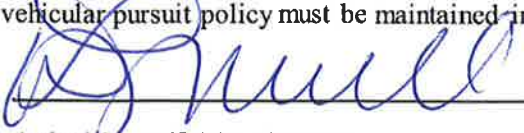
The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency 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)

9/1/20

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)

9/1/20

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 Starkville MISSISSIPPI, THIS 1st Day of
September, 20 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 Lynn Spruill
(Chairman of Board/Mayor)

Alderman/Councilperson Alderman David Little offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Alderman Hamp Beatty and, was duly adopted.

Date: 9-1-2020

Attest: Lesa Hardin

By: Lesa Hardin
(Blue Ink)
City Clerk / CFO

FY21 MOHS Grant Agreement

Seal (City/County Seal is required)



**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
(Designated Secondary Signatory Official)

Title: Chief of Police

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
(Mayor, Board President, Commissioner, Director) (Print Name)

Date: 9/1/20

Signature: [Signature]
(Authorizing Official)

Title: Mayor

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.**

21. REQUEST AUTHORIZATION FOR UTILITY MAINTENANCE TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH SUBSTATION TESTING & MAINTENANCE FOR THE SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Utility Maintenance Specialists Inc. to provide professional services associated with Substation Testing & Maintenance for the Southwest Starkville 161/69/13 kV Substation” is enumerated, this consent item is thereby approved. The Agreement for Substation Testing and Maintenance Services follows on the next page.

22. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A POWER SUPPLY FLEXIBILITY AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Power Supply Flexibility agreement with the Tennessee Valley Authority (TVA)” is enumerated, this consent item is thereby approved. The Power Supply Agreement follows the Substation Testing and Maintenance Agreement.

23. REQUEST AUTHORIZATION FOR THE 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval to enter into a General Delivery Point agreement with the Tennessee Valley Authority (TVA) to supply 161kv to the new Southwest Substation” is enumerated, this consent item is thereby approved. (Agreement follows TVA Flexibility agreement)

24. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

25. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 1, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Vacuum Truck Sales and Service, who the CCTV truck was purchased from and who is certified to work on this type of equipment and can complete the repair within the time constraints, to conduct necessary repairs to the Water Division CCTV truck and camera in the amount not to exceed \$8,000.00” is enumerated, this consent item is thereby approved.

**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.

ATTEST:

Lisa Hardin

STARKVILLE UTILITIES

SIGNATURE: [Signature]

NAME: D. Lynn Spruill

TITLE: Mayor

DATE: 9-1-2020

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: _____

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

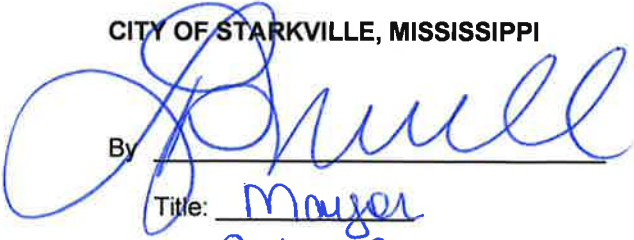
Distributor may request exceptions or alternatives to the requirements set forth in this Agreement. TVA may accept or reject such request at its sole discretion. Approval of any requests will be implemented by an amendment to this Agreement, or by separate agreement.

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: Mayer

Date: 9-1-20

TENNESSEE VALLEY AUTHORITY

By _____

Director

Power Customer Contracts

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>	<u>Normal Wholesale 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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill emphasized the importance of completing Census reports and the negative impact a low response percentage could have on State and local representation as well as school funding. She thanked the Starkville Fire Department for their recent assistance to Louisiana following Hurricane Laura. The MS Horse Park will hold its first event of the season, the MS Barrel Race, September 11 – 14. Mayor Spruill also thanked the Starkville Partnership, Carl Small Town Center and Starkville Utilities for the recently installed lights on South Lafayette Street.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted the Governor had extended the statewide face covering requirement through 8am on 9/14/20 with Executive Order 1520.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he was ready to get back to regular church attendance and that he thought it would help people to get back to regular routines.

Stanley Miller, asked the Board to reconsider an increase in tax millage. He did not feel now was the time to increase taxation on the citizens.

PUBLIC APPEARANCES:

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

Director Jeremiah Dumas gave a brief overview of the Starkville – MSU Area Rapid Transit (SMART) public transportation system.

Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services, the City of Starkville and Oktibbeha County.

Mr. Dumas discussed that this past year saw an increase of paratransit ridership from 3,977 in 2018 to 6,177 in 2019. In reference to the Pandemic and MSU closing, several routes were temporarily stopped, yet from March 15 to August 8 there were 14,521 total riders in addition to paratransit. These would have been all City riders with MSU and Golden Triangle Airport closed.

He discussed the goals for the upcoming year in the area of improved efficiency, increased customer service, new buses and maintenance of current buses, as well as the construction of a building to house the S.M.A.R.T. Program services with a grant they have received.

PUBLIC HEARINGS:

SECOND 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, spoke in favor of the budget and that the increase seemed to be necessary to keep the City afloat.

Emmitt Smitherman, Ward 5, asked that the Aldermen look for places they might could trim the budget and not require an increase in tax millage. He stated that the local sales tax might rebound.

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

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 PARCEL NUMBERS 103A-00-001.42 AND 103A-00-001.43.

City Planner Daniel Havelin presented request 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 parcel numbers 103A-00-001.42 and 103A-00-001.43.

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.

Mayor Spruill opened the Public Hearing and called for public comments. Willis Owens of Pritchard Engineering along with Charlie Morgan, the developer, were present for discussion.

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

26. 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 PARCEL NUMBERS 103A-00-001.42 AND 103A-00-001.43.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve 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 parcel numbers 103A-00-001.42 and 103A-00-001.43. The Board voted as follows:

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: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

PUBLIC HEARING AND CONSIDERATION OF VA 20-07 A REQUEST FOR A VARIANCE FROM REQUIRED LOT SIZE AND DIMENSIONS LOCATED AT 798 PINE CIRCLE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 102H-00-113.01.

City Planner Daniel Havelin presented VA 20-07, a request for a variance from required lot size and dimensions located at 798 Pine Circle in a SD-2 zoning district with parcel number 102H-00-113.01.

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 the 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.

Mayor Spruill opened the Public Hearing and called for public comments. Mr. Turner was present and discussed his history and plans for the lot.

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

27. CONSIDERATION OF VA 20-07, A REQUEST FOR A VARIANCE FROM REQUIRED LOT SIZE AND DIMENSIONS LOCATED AT 798 PINE CIRCLE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER 102H-00-113.01.

Alderman Walker, duly seconded by Alderman Beatty, offered a motion to approve VA 20-07, a request for a variance from required lot size and dimensions located at 798 Pine Circle in a SD-2 zoning district with parcel number 102H-00-113.01 with the condition that a six-foot tall privacy fence shall be constructed prior to Certificate of Occupancy on the west, south, and east property lines behind the front wall of the primary building in accordance with the use and development standards in the UDC. 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 20-16 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.

City Planner Daniel Havelin presented the request for a 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

Mayor Spruill opened the Public Hearing and called for public comments. The applicant, Angela McMullen, was not present and Mr. Havelin was not confident she still wished to proceed.

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

28. 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.

Alderman Little, duly seconded by Alderman Vaughn, offered a motion to table request SE 20-16 until such time as the applicant requests it be considered. 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 20-17, 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.

City Planner Daniel Havelin presented request 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. 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. The property is located within a R-N zoning district with parcel number 105-16-002.00.

Mayor Spruill opened the Public Hearing and called for public comments. Ms Julisa Dodd was present and told the Board she appreciated their consideration in that it would be a great opportunity for her and her family.

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

29. 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.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve SE 20-17 a request for Special Exception to allow a manufactured home on the west side of Sand Road in Area P. 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.

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

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve a Resolution setting the millage rate at 30.13 mills for Fiscal Year 2021 for the City of Starkville, Mississippi. 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.

**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

31. CONSIDERATION OF THE FISCAL YEAR 2020-2021 BUDGET FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve a Resolution adopting the annual budget for Fiscal Year 2021. 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.

**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.

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

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesla 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	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 %

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	2,003,472.00	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 %

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: 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
<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

32. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

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

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

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

General Fund	001	\$ 142,086.82
Airport Fund	015	15,839.66
Sanitation	022	20,825.80
Computer Assessments	107	13,035.94
Industrial Park Bond	303	13,772.98
Public Improvement Bond	319	4,993.00
Park and Rec, Tourism	375	213,321.23
BUILD Grant	377	26,026.26
Trust & Agency	610	13,312.99
Economic Dev, Tourism, Conv	630	80,867.69
Sub Total Before Utilities		\$ 544,082.37
Utilities Dept.	SED	575,750.85
Total Claims	Total	\$1,119,833.22

33. REQUEST AUTHORIZATION TO HIRE SCOTT OSBORNE AS A WATER OPERATIONS MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to hire Scott Osborne as a Water Operations Manager in the Starkville Utilities Department. 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, Mayor Spruill declared the motion passed.

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

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

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussion regarding the job performance of an employee in the Park and Recreation Department and an employee in the Utilities Department. Following a second by Alderman Carver, the Board voted as follows to enter Executive Session:

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 Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion regarding the job performance of an employee in the Park and Recreation Department and an employee in the Utilities Department.
At this time, the Board entered Executive Session.

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

Alderman Carver offered a motion to return to open session. Alderman Beatty 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 taken action in Executive Session.

37. MOTION TO TERMINATE AN EMPLOYEE OF THE PARK AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to accept the recommendation of the Department Head to terminate the employment of Timothy Neal, 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: Nay

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

38. MOTION TO DENY THE GRIEVANCE OF AN EMPLOYEE OF THE UTILITY DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to deny the grievance filed by James Merritt, the Board voted as follows:

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

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

39. MOTION TO RECESS UNTIL SEPTEMBER 15, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until September 15, 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