



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
October 6, 2020**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, OCTOBER 6, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 10, 2020 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 11, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

STARKVILLE AREA ARTS COUNCIL PRESENTATION BY JOHN BATEMAN

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION 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.

B. PUBLIC HEARING AND CONSIDERATION OF UE 20-02 A USE EXCEPTION TO ALLOW FOR A "CAR TITLE LOAN, PAYDAY ADVANCE, OR LOAN BUSINESS" AT 210 HIGHWAY 12 WEST, SUITE H IN A C ZONING DISTRICT WITH THE PARCEL NUMBER 102G-00-002.07.

- C. FIRST PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI GRANTING A NON-EXCLUSIVE FRANCHISE TO CAMPUS COMMUNICATIONS GROUP, INC. TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER OPTIC CABLE AND APPURTENANT TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES IN THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF CONTRACT EXTENSION WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. FOR ASSISTING WITH STATE AND NATIONAL LEGISLATION REQUESTS.
- B. 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 AN EIGHTH RESOLUTION OF THE CITY OF STARKVILLE REPEALING THE CITY'S SEVENTH COVID-19 RESOLUTION AND ADOPTING EXECUTIVE ORDER 1525.
- B. CONSIDERATION OF APPOINTING JESSICA HILL AS AN ELECTION COMMISSION OFFICIAL.
- C. CONSIDERATION TO REAPPOINT MR. WILLIE GILLESPIE AND MR. LOREN "BO" BELL TO FILL TWO VACANCIES FOR THE STARKVILLE HOUSING AUTHORITY BOARD OF TRUSTEES; TERM APPOINTMENTS FOR BOTH VACANCIES WILL BE FOR A FIVE-YEAR PERIOD, OCTOBER 7, 2020 – OCTOBER 7, 2025.
- D. CONSIDERATION OF IMPLEMENTATION OF SALARY ADJUSTMENTS BASED ON MARKET SURVEY AND UPDATING SALARIES TO INCLUDE LONGEVITY RAISES SUSPENDED IN FY20.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTIES LOCATED AT 99 WALDEN WAY; 108 TANGLEWOOD DRIVE; AND 203 MCKINLEY STREET ARE MENACES TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. CONSIDERATION OF FP 20-05 REQUEST FOR FINAL PLAT APPROVAL FOR AGGREGATING TWO LOTS WITH A TOTAL ACREAGE OF 0.38 ACRES INTO ONE LOT LOCATED AT 105 W. GILLESPIE STREET IN A TN-E ZONING DISTRICT WITH THE PARCEL NUMBERS 102A-00-196.00 AND 102A-00-197.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE LOUISVILLE STREET SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING, LLC IN THE AMOUNT OF \$11,924.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE IN THE AMOUNT OF \$9,660.00, TO BE 100% PAID FROM FEMA GRANT 105-70240-00, FOR THE BRIARWICK CONCRETE ROADWAY PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

E. FINANCE AND ADMINISTRATION

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

2. CONSIDERATION OF THE LOWEST AND BEST BID FOR FINANCING FROM TRUSTMARK NATIONAL BANK IN THE AMOUNT OF \$197,600 OVER THREE YEARS TO BE MADE QUARTERLY BEGINNING JANUARY OF 2021 AT 1.61% INTEREST FOR THE LEASE PURCHASE OF (1) ASPHALT TRUCK TO BE USED BY STARKVILLE STREET DEPT.
3. REQUEST APPROVAL OF 2020 MUNICIPAL COMPLIANCE QUESTIONNAIRE.
4. CONSIDERATION OF BUDGET AMENDMENTS FOR FISCAL YEAR 2020.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW THE SFD TRUCK COMMITTEE (CHIEF CHARLES YARBROUGH, BATTALION CHIEF ANDY SHARP, CPT. JEROME CLARK, LT. DEWAYNE DAVIS, LT. JONATHAN WADE, LT. CHANCE CUMMINGS, LT. BRIAN CLARK) TO TRAVEL TO THE ROSENBAUER COMPANY, LOCATED IN WYOMING, MN TO PERFORM FINAL INSPECTIONS ON THE (2) INCOMING FIRE TRUCKS THE 3RD WEEK IN OCTOBER AND WILL BE AT NO COST TO THE CITY.
2. REQUEST AUTHORIZATION TO ACCEPT THE SOLE SOURCE QUOTE FROM MAGNEGRIP TO PURCHASE DIESEL EXHAUST VENTING SYSTEM FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$183,864.00 TO BE REIMBURSED 90% BY GRANT.
3. REQUEST AUTHORIZATION TO ACCEPT THE FIREHOUSE SUB PUBLIC SAFETY FOUNDATION GRANT IN THE AMOUNT OF \$21,309.65.

G. HUMAN RESOURCES

1. REQUEST APPROVAL MOVE APPROVAL OF THE PROMOTIONS OF JASON WILLIAMS TO THE RANK OF CAPTAIN, BRIAN CLARK AND MATTHEW DOSS TO THE RANK OF LIEUTENANT, JOSPEH DIAZ, MICHEAL EDWARDS, NICHOLAS PEARSON AND PATRICK WARNER TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON SEPTEMBER 14, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS IN THE STARKVILLE FIRE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JONATHAN WADE AS A FIRE INSPECTOR IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST APPROVAL OF THE PROMOTIONS OF MICHAEL EDWARDS AND TOM ROBERSON TO THE RANK OF CAPTAIN. STEVEN KELLY TO THE RANK OF LIEUTENANT, TYLER DAVIS, JONATHAN HEADLEY AND BOBBY THOMAS ALL TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD ON SEPTEMBER 22, 2020 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CARL GRIFFIN AS A CERTIFIED FIREFIGHTER, AND AUTHORIZATION TO HIRE JALEN CALMES, AND ERIK ROGERS AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR A MARKETING AND SPONSORSHIP MANAGER IN THE PARKS AND RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE SUPERVISOR IN THE PARK AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF CORNERSTONE PARK SB CONSTRUCTION, LLC CHANGE ORDER #2 WITH ZERO DOLLAR CHANGE TO REDUCE THE 10 % RETAINAGE, \$209,557.79, TO A 5% RETAINAGE OF \$104,778.90.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM SECURITY SOLUTIONS IN THE AMOUNT OF \$ 15,211.90 TO REPLACE THE FIRE ALARM SYSTEM AT THE TRAVIS OUTLAW SPORTSPLEX.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW CPL. STRATON WOODS, TO ATTEND THE MISSISSIPPI TACTICAL OFFICERS ASSOCIATION MARKSMANSHIP TRAINING, OCTOBER 19-23, 2020, LOCATED IN SOUTHAVEN, MS, AT A COST OF \$400.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM SPX TRANSFORMER SOLUTIONS, INC IN THE AMOUNT OF \$792,211.00 FOR ONE (1) 45/60/75 MVA AUTOTRANSFORMER FOR THE STARKVILLE PRIMARY 161/69 KV SUBSTATION.
2. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO PARTICIPATE IN TENNESSEE VALLEY AUTHORITY (TVA)GREEN SWITCH PROGRAM THAT ALLOWS STARKVILLE UTILITIES TO PROVIDE CUSTOMERS AN OPPORTUNITY TO PURCHASE LOW-COST FULL RENEWABLE ENERGY CERTIFICATES.
3. REQUEST AUTHORIZATION FOR CITY OF STARKVILLE TO ADOPT THE AMENDMENT TO THE TENNESSEE VALLEY AUTHORITY (TVA) GREEN POWER PROVIDERS AGREEMENT.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

- Personnel
- Land Acquisition

XV. **OPEN SESSION**

XVI. **RECESS UNTIL OCTOBER 20, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-15-20
PAGE: 1 of 127

SUBJECT: Request approval of the minutes of the September 1, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 1, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
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.

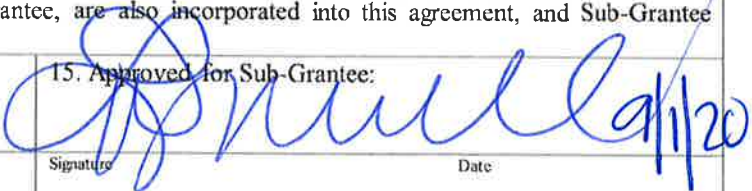
FY21 MOHS GRANT AGREEMENT

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: <u> X </u> 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 <u> X </u> No Continuation Grant: <u> X </u> 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.

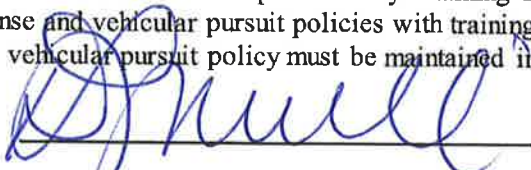
The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency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

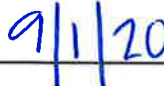
During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any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

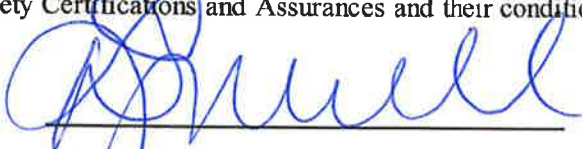
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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.

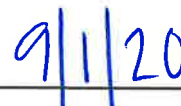
As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties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

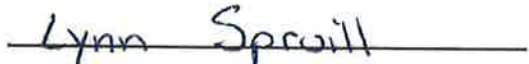
Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.



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.

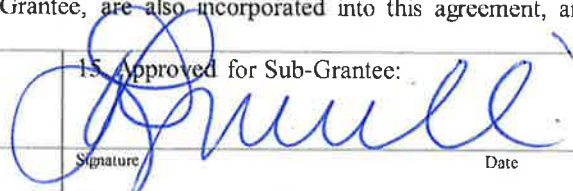
Two quotes received: Covert Track Group, Inc - \$21,195.00 and Active Solutions - \$25,797.00

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: <u> X </u> 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: <u> </u> Yes <u> X </u> No Continuation Grant: <u> X </u> Yes <u> </u> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$16,000.00	(1) Federal	\$16,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$16,000.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT
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 _____		Signature  Date <u>9/1/20</u>	
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 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
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	
		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

FY21 MOHS Grant Agreement

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.

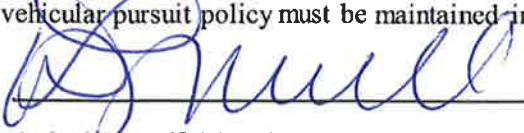
The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency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



Quote

Industrial Networking Solutions

3321 Essex Dr, Richardson, TX 75082

Phone: 972-248-7466 Fax: 972-248-9533

www.industrialnetworking.com

Date	Quote #
8/4/2020	INS-138353

To:	Phone#:
City of Starkville : Joel Clements	(662) 418-0814

E-mail:

joel.clements@cityofstarkville.org

Terms		Ship Via	FOB	Valid Until	Sales Rep	
Net 30		E-delivery		9/3/2020	Cellular, Gulf Coast	
Project Name / Number					Inside Sales Rep	
					Brookshire, Brandon C	
Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Amount
1	MA1-NCESS-R	44	Cradlepoint 1-yr renewal of NetCloud Essentials for Mobile Routers (Prime) Applies to IBR900, IBR1700 Service and support provided by Cradlepoint. Contract Start: 8/30/2020 Contract End: 8/29/2021		180.00	7,920.00
2	MA1-NCESS-R-AS-20	1	Cradlepoint 1-yr renewal of NetCloud Essentials for Mobile Routers (Prime) Applies to IBR900, IBR1700 Service and support provided by Cradlepoint. Contract Start: 12/12/2020 Contract End: 8/29/2021		128.71	128.71

The service(s) quoted are special-order, therefore non-cancelable & non-returnable.

Subtotal	8,048.71
Shipping Charge (E-delivery)	0.00
Tax	563.41
Total	\$8,612.12

All pricing is in US Dollars. Non freight-collect shipping charges will be prepaid and added to the invoice. Freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Any taxes included on the quotation are an estimate only and are subject to change based on the local and state tax rates applied for the location of the purchase. Customers not located in AL, AR, AZ, CA, CO, CT, GA, ID, IA, IL, IN, KS, KY, LA, MD, ME, MA, MN, MS, NC, ND, NE, NM, NJ, NV, NY, OK, OH, PA, SC, SD, TN, TX, UT, VA, WA, WI, WV, and WY are responsible for payment of all sales/user taxes that may be applicable in their state.

Returns, If authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: <http://www.industrialnetworking.com/Support-Policy>

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied to the billing.

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

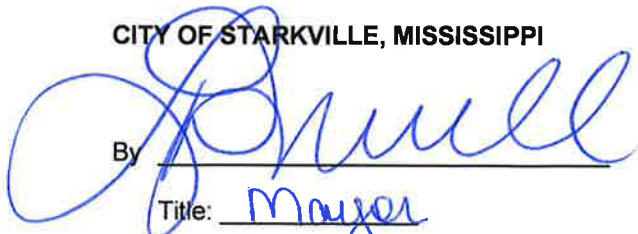
Distributor may request exceptions or alternatives to the requirements set forth in this Agreement. TVA may accept or reject such request at its sole discretion. Approval of any requests will be implemented by an amendment to this Agreement, or by separate agreement.

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



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

Expenses

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

10 Employee Salaries	1,660,000	1,770,000
11 Employee Overtime	65,600	80,000
12 Employer Contributions - State Retirement	300,254	321,900
13 Employer Contributions - Social Security	132,008	141,525
14 Employer Contributions - Group Insurance	165,000	170,000
15 Payroll Expense from Other Departments	55,000	55,000
Total Payroll Expenses	2,377,863	2,538,425

Operating Expenses

16 City Administrative Cost Reimbursement	125,000	125,000
17 Billing Services	325,000	325,000
18 Insurance	220,000	220,000
19 Communications	95,000	95,000
20 Travel & Training	45,000	45,000
21 Dues	50,000	50,000
22 Office Supplies	40,000	40,000
23 Safety Supplies	25,000	25,000
24 Uniforms	30,000	30,000
25 Audit	20,000	20,000
26 Collection & Bank Fees	10,000	12,000
27 Advertising	6,000	6,000
28 Utilities	10,000	10,000
29 Rent	12,500	12,500
30 Postage	8,000	8,000
Total Operating Expenses	1,021,500	1,023,500



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

	Total 2020 Budget as Amended	Total 2021 Budget
<u>Maintenance Expenses</u>		
31 Auto Repair Parts & Supplies	210,000	210,000
32 Expensed Materials & Supplies	265,000	265,000
33 Substation Repairs & Supplies	75,000	75,000
34 Row Clearing	330,000	340,000
35 Contract Services	325,000	325,000
37 General Maintenance	50,000	50,000
38 Building Maintenance	40,500	40,500
Total Maintenance Expenses	1,295,500	1,305,500
<u>Capital Expenses</u>		
50 Capitalized Materials & Supplies	1,010,000	1,000,000
51 Capitalized Contract Services	590,350	100,000
52 Asset Purchases - Building & Grounds	250,000	2,025,000
53 Asset Purchases - Equipment & Vehicles	100,000	520,000
54 Capital Projects & Construction	2,411,749	1,381,000
Total Capital Expenses	4,362,099	5,026,000
<u>Debt Expenses</u>		
60 Interest Expense on LTD	25,925	178,463
61 Principal Paid on LTD	465,000	945,000
Total Debt Expenses	490,925	1,123,463
62 Tax Equivalency	1,365,000	1,365,000
Total Expenses	43,612,887	44,231,888
Total Revenues Over Expenses	(405,887)	(2,734,888)
<u>Capital Projects (Net of Long-Term Debt Funding) - #54 Detail</u>		
54A Capital Projects - Substation	5,955,087	3,482,330
54B Capital Projects - Transmission	495,628	-
54C Capital Projects - Distribution	1,239,704	300,000
54D Capital Projects - Street Lighting	90,000	-
54E Capital Projects - Traffic Signals	150,000	80,000
54F Capital Projects - Special Projects	100,000	100,000
Total	8,030,419	3,962,330
Less: Bond Proceeds Funding Capital Projects	(5,618,670)	(2,581,330)
54 Net Capital Expense Funding from Long-Term Debt	2,411,749	1,381,000



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

	Total 2020 Budget as Amended	Total 2021 Budget
<u>Revenues</u>		
1 Water Sales Revenues	\$ 3,700,000	\$ 4,000,000
2 Sewer Sales Revenues	3,000,000	3,500,000
Total Sales Revenues	\$ 6,700,000	\$ 7,500,000
3 Forfeited Customer Discounts	120,000	120,000
4 Misc. Service Revenue	25,000	25,000
5 Interest Income	50,000	50,000
6 Tap Fees	150,000	150,000
7 Tower Lease	344,837	345,000
8 MSU Wastewater Treatment Income	178,954	180,000
9 Wastewater Revenue	20,000	20,000
10 Federal & State Grant Revenue	53,180	1,451,160
Total Other Revenues	\$ 941,971	\$ 2,341,160
Total Revenues	\$ 7,641,971	\$ 9,841,160
<u>Expenses</u>		
<u>Payroll Expenses</u>		
11 Employee Wages	\$ 933,727	\$ 1,070,000
12 Employee Overtime	110,000	120,000
13 Employer Contribution - Retirement	181,608	207,060
14 Employer Contribution - Social Security	79,846	91,035
15 Employer Contribution - Insurance	135,000	138,000
16 Payroll Expense from Other Departments	400,000	450,000
Total Payroll Expenses	\$ 1,840,181	\$ 2,076,095
<u>Operating Expenses</u>		
17 City Administrative Costs Reimbursement	\$ 75,000	\$ 75,000
18 Rental Allocation to Electric Dept	160,000	160,000
19 Billing Services	150,000	150,000
20 Insurance	70,000	70,000
21 Communications	60,000	60,000
22 Travel & Training	10,000	10,000
23 Dues	3,000	3,000
24 Office Supplies	20,000	20,000
25 Uniforms	20,000	20,000
26 Advertising	2,000	2,000
27 Utilities	780,000	780,000
28 Rent	7,500	7,500
29 Miscellaneous Expense	10,000	10,000
Total Operating Expenses	\$ 1,367,500	\$ 1,367,500



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

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

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

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

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 10, 2020 AT 10:00 A.M.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on September 10, 2020 at 10:00 a.m. in the second floor conference room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill and City Clerk / CFO Lesa Hardin. Aldermen Sandra Sistrunk, Jason Walker, Hamp Beatty and Roy A'. Perkins attended telephonically or by videoconference. City Attorney Chris Latimer also attended by videoconference.

The meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE
THURSDAY, SEPTEMBER 10, 2020 AT 10:00 A.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF
1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE
HELD IN THE SECOND FLOOR CONFERENCE ROOM OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON THURSDAY, SEPTEMBER 10, 2020 AT 10:00 A.M.
STARKVILLE, MISSISSIPPI 39759.

The Press and Public were invited to attend or view via Facebook Live or on the City website
www.cityofstarkville.org
in that limited space will be available due to social distancing.

The specific subject of the meeting is as follows:

**REQUEST APPROVAL TO ACCEPT THE 2020 FAA AIP GRANT OFFER 3-28-0068-024-
2020 REPLACING THE AWOS (AUTOMATED WEATHER OBSERVING SYSTEM) ON
GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$299,114.00, THE LOWER OF TWO
BIDS RECEIVED, FROM WEBSTER ELECTRIC CO.**

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen.

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

After determining there was a quorum, Mayor Lynn Spruill called the meeting to order. She explained the reason for the meeting. The City had received a grant offer from the Federal Aviation Administration Tuesday, September 8, with an executed grant deadline of September 10, 2020. Grant offer 3-28-0068-024-2020 is in the amount of \$299,114.00, with no City match required, to be used to purchase and install an Automated Weather Observing System. Bids were recently received and the lowest bid received was from Webster Electric in the amount of \$231,420.00 and was submitted with the grant application for approval.

1. CONSIDERATION OF APPROVAL TO ACCEPT THE 2020 FAA AIP GRANT OFFER 3-28-0068-024-2020 IN THE AMOUNT OF \$299,114.00, REPLACING THE AWOS (AUTOMATED WEATHER OBSERVING SYSTEM) ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$231,420.00, AND AWARDING THE LOWER OF TWO BIDS RECEIVED, TO WEBSTER ELECTRIC CO.

Alderman Sistrunk made a motion, which was seconded by Alderman Beatty to accept the 2020 FAA AIP Grant Offer 3-28-0068-024-2020, replacing the AWOS on George M. Bryan Field in the amount of \$299,114.00 and award the lower of two bids received for the AWOS to Webster Electric Co. in the amount of \$231,420.00. The Board voted as follows:

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

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

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Sistrunk, for the Board of Aldermen to adjourn 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: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

Lesia Hardin, City Clerk

(SEAL)

George M. Bryan Field
 AWOS Equipment Replacement and Related Improvements
 AIP Project No. 3-28-0043-020-2020
 TABULATION OF BIDS RECEIVED June 26, 2020

ITEM	QUANTITY	Webster Electric Co.		Lewis Electric	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. Mobilization	1 LS	\$13,800.00	\$13,800.00	\$7,650.00	\$7,650.00
2. Remove Existing AWOS IIPT System, Furnish and Install New AWOS III PT System per Specifications Complete and Ready for Owner's Use. Commission in Accordance with FAA Requirements.	1 LS	\$210,900.00	\$210,900.00	\$222,000.00	\$222,000.00
3. Installation of Additional Ground Rods, Including Conducto Complete and In Place	8 EA	\$840.00	\$6,720.00	\$750.00	\$6,000.00
TOTAL BASE BID (Verified)			\$231,420.00		\$235,650.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids
 which were opened at the Starkville City Hall on June 26, 2020 at 3:00 p.m local time for the captioned project.

Items in bold italics indicate corrected mathematical extensions.

Carey Hardin, P.E.
 Mississippi Registration No. 7432



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southern Region

Airports District Office
100 West Cross Street, Suite B
Jackson, Mississippi 39208-2307

September 8, 2020

Mr. Rodney Lincoln
Airport Director
George M. Bryan Field
rlincoln@cityofstarkville.org

RE: Grant for AIP Project No. 3-28-0068-024-2020

Dear Mr. Lincoln:

Please find the following electronic Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0068-024-2020 at George M. Bryan Field Airport in Starkville, Mississippi. This letter outlines expectations for success. **Please** read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. You may not make any modification to the text, terms or conditions of the grant offer.
- c. The grant offer must be digitally signed by the sponsor's authorized representative and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.
- d. The grant must be executed **no later than September 10, 2020**, in order to be valid.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement requires you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:

Non-construction project: Due annually at end of the Federal fiscal year.

Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout report documentation as required by your Region/Airports District Office.

David Shumate is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Rans D. Black, Manager
Jackson Airports District Office

Attachment: Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area George M Bryan Airport

Grant Number 3-28-0068-024-2020

Unique Entity Identifier 095707444

TO: City of Starkville, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated 6/29/2020, for a grant of Federal funds for a project at or associated with the George M Bryan Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the George M Bryan Airport (herein called the "Project") consisting of the following:

Install Weather Reporting Equipment AWOS III P/T

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$299,114.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 299,114 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 10, 2020 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
20. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
21. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
23. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. **Automated Weather Observing Systems (AWOS).** The Sponsor agrees that it will:
- A. Within 60 calendar days of grant acceptance, establish a Memorandum of Agreement (MOA) with the FAA;
 - B. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS;
 - C. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and
 - D. Provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.

The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated

City of Starkville, Mississippi

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By:

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act — 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 – Airport noise compatibility planning.
- f. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 – New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended,

for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any

books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or

otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any

services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose

sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF STARKVILLE
THURSDAY, SEPTEMBER 10, 2020 AT 10:00 A.M.**

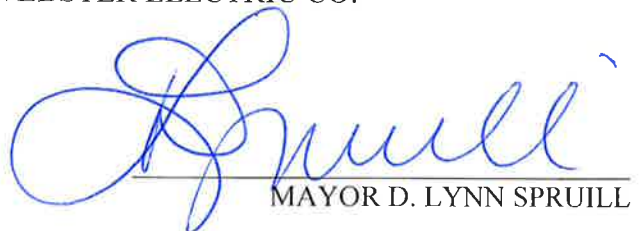
IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE HELD IN THE SECOND FLOOR CONFERENCE ROOM OF STARKVILLE CITY HALL,
110 WEST MAIN STREET
ON THURSDAY, SEPTEMBER 10, 2020 AT 10:00 A.M.,
STARKVILLE, MISSISSIPPI 39759.

The Press and Public are invited to view via Facebook Live
or on the City website www.cityofstarkville.org
in that limited space will be available due to social distancing.

BOARD MEMBERS WILL HAVE THE OPTION TO ATTEND VIA TELEPHONE AND COMPUTER
CONFERENCING DUE TO COVID-19 SOCIAL DISTANCING. A ROLL CALL VOTE WILL BE REQUIRED FOR
EACH ACTION TAKEN BY THE BOARD.

The specific subject of the meeting is as follows:

REQUEST APPROVAL TO ACCEPT THE 2020 FAA AIP GRANT OFFER 3-28-0068-024-
2020 REPLACING THE AWOS (AUTOMATED WEATHER OBSERVING SYSTEM) ON
GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$299,114.00, THE LOWER OF TWO
BIDS RECEIVED, FROM WEBSTER ELECTRIC CO.


MAYOR D. LYNN SPRUILL

Date / Time Signed: SEPTEMBER 9, 2020, 5:00 P.M.

RECORD OF SERVICE
OF SPECIAL CALLED MEETING TO BE HELD
THURSDAY – SEPTEMBER 10, 2020 AT 10:00 A.M.

<u>OFFICIAL</u>	<u>DATE/TIME/PLACE</u>	<u>OFFICER</u>	<u>ELECTED OFFICIAL'S SIGNATURE</u>
MAYOR SPRUILL CITY HALL	9-9-20 5:00 PM		SIGNED NOTICE
ALDERMAN CARVER 703 GREENSBORO ST. OR 662-769-0792	9-9-20		SERVED BY EMAIL
ALDERMAN SISTRUNK 522 CHESTNUT DR 662-418-4574	9-9-20		SERVED BY EMAIL
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430	9-9-20		SERVED BY EMAIL
ALDERMAN WALKER 204 N NASH ST 662-617-0130	9-9-20		SERVED BY EMAIL
ALDERMAN BEATTY 112 ST CHARLES AVE 662-418-8978	9-9-20		SERVED BY EMAIL
VICE MAYOR PERKINS 628 Hospital RD OR 309 Dr Martin Luther King Jr Dr E Suite # 104 / 324-7300	9-9-20		SERVED BY EMAIL
ALDERMAN VAUGHN 105 HENDERSON ST 494-3420 / 323-2004	9-9-20		SERVED BY EMAIL
ATTORNEY LATIMER	9-9-20		SERVED BY EMAIL

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
September 11, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, September 11, 2020 at 10:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Hamp Beatty, Alderman Henry Vaughn, Sr., City Attorney Chris Latimer and City Clerk Lesa Hardin.

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

Mayor Spruill welcomed Clark Bailey of Kimley Horn, who presented an update on the current status of the B.U.I.L.D. grant design process.

Mayor Spruill discussed proposed organizational changes to the Community Development and Fire Department, Police Department and Sanitation Department which are on the September 15, 2020 agenda.

The Mayor and members of the Board discussed items on the upcoming September 15, 2020 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
September 11, 2020
10:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. UPDATE ON THE BUILD GRANT DESIGN PROCESS**
- C. PRESENTATION AND DISCUSSION OF ORGANIZATIONAL CHANGES TO THE COMMUNITY DEVELOPMENT AND FIRE DEPARTMENT, POLICE DEPARTMENT AND SANITATION DEPARTMENT**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE SEPTEMBER 15, 2020, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE**
- E. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 11, 2020**

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

The public and media are invited to attend.

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



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

AGENDA ITEM DEPT.: Community Dev.- Code Enf
AGENDA DATE: October 6, 2020
PAGE: Page 1 of 14

SUBJECT:

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

SUMMARY:

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

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

On September 1, 2020, the Board of Aldermen approved the staff initiating the process of Miss. Code Ann. § 21-19-11 to clean the property.

Notices of public hearing have been posted on both the property and the City Hall since September 1, 2020, providing more than 2-week notice time. Notification letters were also sent to both the address and the owner per the information of the Oktibbeha County Tax Office.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION, CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

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

Erica S. Hill
499 Muldrow Road
Starkville, MS 39760

NOTICE

PARCEL NUMBER: 102H-00-038.00

124 Yellow Jacket Drive, Starkville, MS 39759

Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on October 6, 2020, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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

Erica S. Hill
499 Muldrow Road
Starkville, MS 39760

NOTICE

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Covington William Estate
c/o Donnie Covington
199 Mary Magdalene Road
Hattiesburg, MS 39401

Brooksville
8320 Skokie
Skokie, IL

Andrew D.
Managing
3555 West
Chicago, IL

Erica S. Hill
499 Muldrow Road
Starkville, MS 39760

NOTICE

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



FIRST NOTICE OF VIOLATION

Erica S Hill
499 Muldrow Rd
Starkville, MS 39760

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

VIOLATION LOCATION

124 Yellowjacket,
Starkville, MS 39759

LEGAL DESCRIPTION

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

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

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

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

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

Issued By:

Lyle McCaskey

RECIPIENTS: Erica S Hill

Violations Listing

Overgrown Lots [Section 16.5]

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

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

CORRECTION

DESCRIPTION

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

REQUIRED

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





City of Starkville

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

Violation of Starkville Code of Ordinances

Erica S Hill
499 Muldrow Rd
Starkville, MS 39760

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

VIOLATION LOCATION

124 Yellowjacket,
Starkville, MS 39759

LEGAL DESCRIPTION

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

Dear Property Owner:

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

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

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

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

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

Sincerely,

Code Enforcement Inspector

Violations Listing

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

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

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

CORRECTION

DESCRIPTION

Clean the Land

REQUIRED

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





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



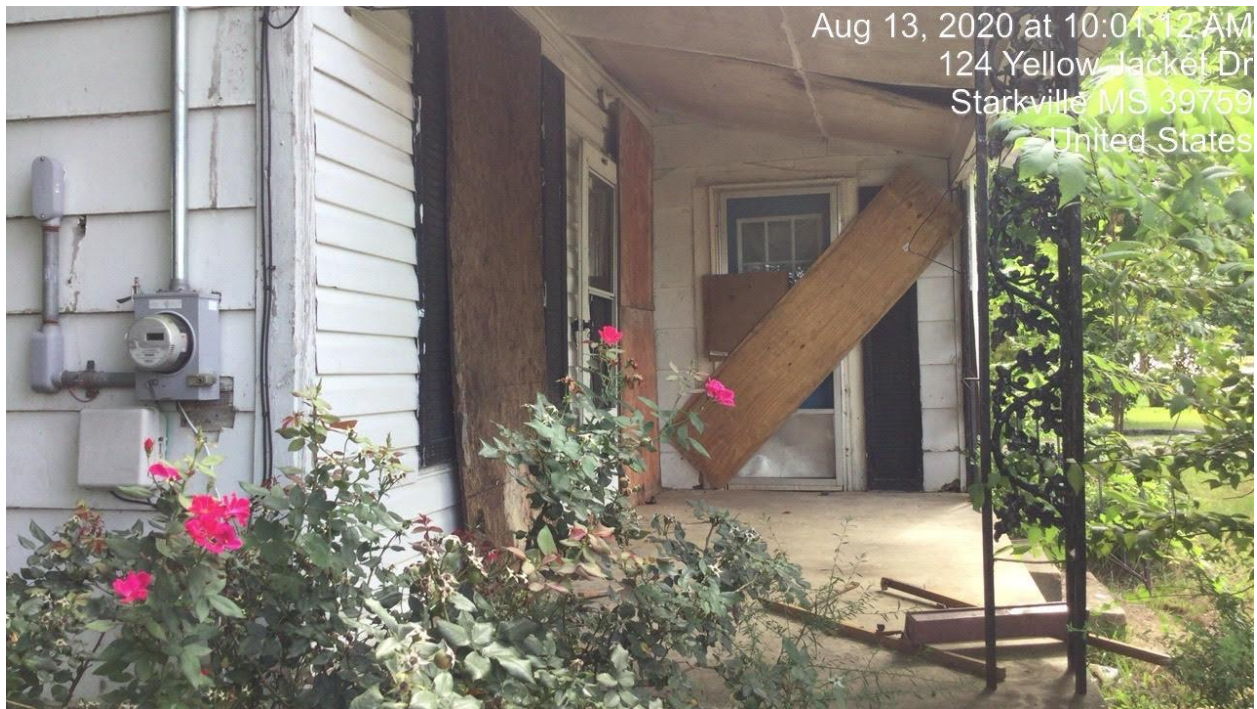
Aug 13, 2020 at 10:02:12 AM
122 Yellow Jacket Dr
Starkville MS 39759
United States



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



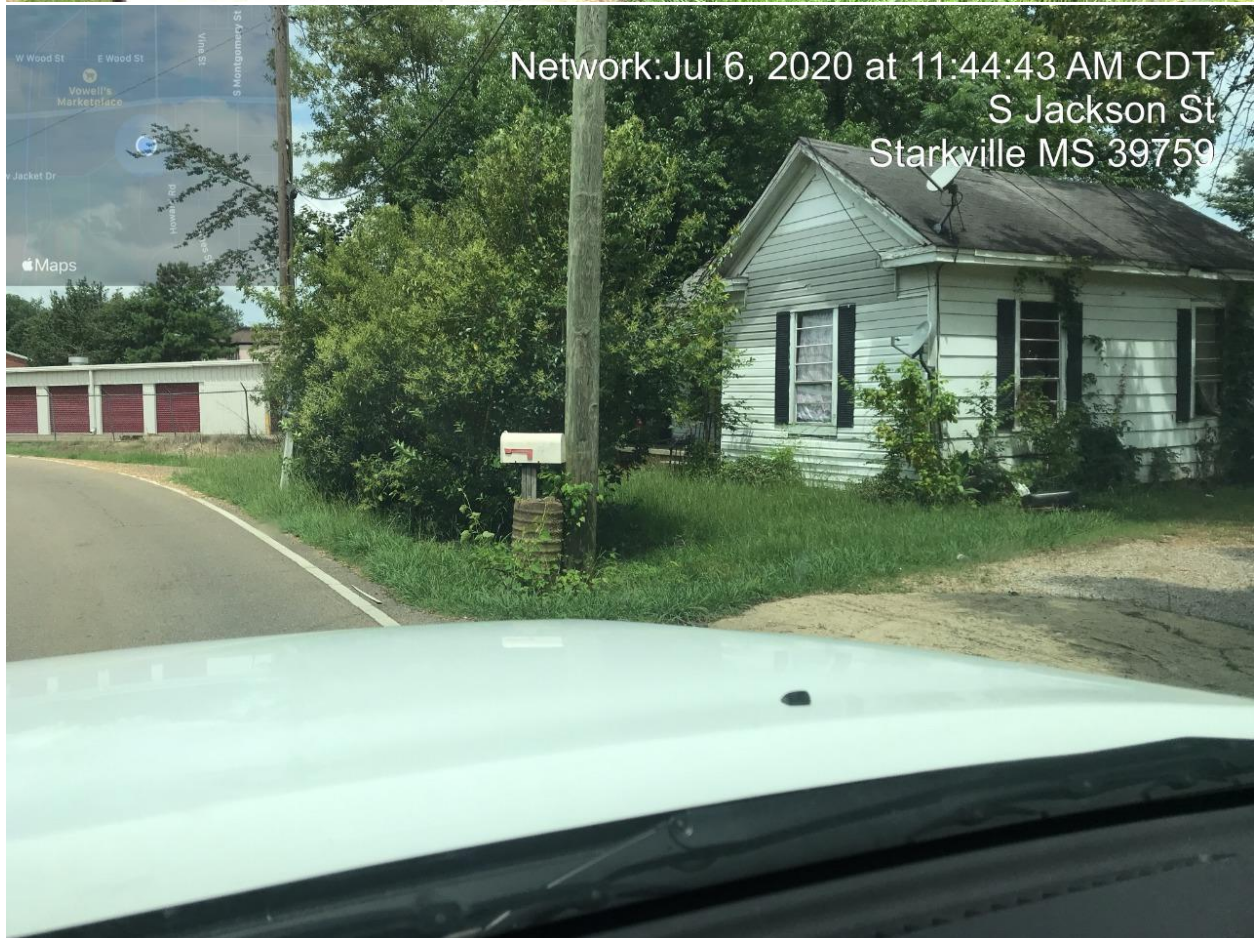
Aug 13, 2020 at 10:01:17 AM
124 Yellow Jacket Dr
Starkville MS 39759
United States



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



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





Oktibbeha County Mississippi

Property Link OKTIBBEHA COUNTY, MS

Current Date 8/21/2020

Tax Year 2019

Records Last Updated 8/20/2020

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

[PURCHASE COUNTY TAX SALE FILES](#)

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

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



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 6, 2020
PAGE: Page 1of 5

SUBJECT:

Public Hearing and Consideration of UE 20-02 a Use Exception to allow for a “Car Title Loan, Payday Advance, or Loan Business” at 210 Highway 12 west, Suite H in a C zoning district with the parcel number 102G-00-002.07.

SUMMARY:

The applicant is seeking a Use Exception to operate the business Anytime Cash Solutions LLC out of suite H. The business would provide pay day loans, installment loans, and check cashing. The proposed use is similar to the previous use for the suite H by Express Check Advance The proposed use is classified as a “Car Title Loan, Payday Advance, or Loan Business”. The Use Chart in Section 13.3.6.B of the Unified Development Code requires a Use Exception for a “Car Title Loan, Payday Advance, or Loan Business” in a C zoning district. Section 3.5.1.F of Unified Development Code also requires that the Use Exception meet the additional standards for that use. There are no additional standards for the proposed use in the Unified Development Code.

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on August 18, 2020.
3. A sign was posted on the property in a conspicuous location.

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

At the September 8, 2020 Planning and Zoning Commission meeting, the Commission voted 4 to 1 to recommend approval of the request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of UE 20-02 a request for Use Exception to allow for a “Car Title Loan, Payday Advance, or Loan Business” at 210 Highway 12 west, Suite H.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban Camp, Assistant City Planner (662-323-2525 ext. 3138)
Subject: UE 20-02 Request for Use Exception to allow for a "Car Title Loan, Payday Advance, or Loan Business" at 210 Highway 12 west, Suite H. The property is located within a C zoning district with the parcel number 102G-00-002.07
Date: September 8, 2020

The purpose of this report is to provide information regarding a Use Exception Request by Keith Beck of Anytime Cash Solutions, LLC on behalf of Tower Plaza LLC to allow for a "Car Title Loan, Payday Advance, or Loan Business" at 210 Highway 12 west, Suite H. The property is located within a C zoning district with the parcel number 102G-00-002.07. Please see attachments 1-2.

BACKGROUND INFORMATION

The applicant is seeking a Use Exception to operate the business Anytime Cash Solutions LLC out of suite H. The business would provide pay day loans, installment loans, and check cashing. The proposed use is classified as a "Car Title Loan, Payday Advance, or Loan Business". The Use Chart in Section 13.3.6.B of the Unified Development Code requires a Use Exception for a "Car Title Loan, Payday Advance, or Loan Business" in a C zoning district. Section 3.5.1.F of Unified Development Code also requires that the Use Exception meet the additional standards for that use. There are no additional standards for the proposed use in the Unified Development Code.

CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL (Section 3.5.1.)

1. **Site and structure suitability.** The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area.
3. **Immediate neighborhood impact.** The proposed use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Impact on property values.** The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties.
5. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
6. **Additional standards.** All associated additional standards for the proposed use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.5.3.K)

If a use exception is abandoned, discontinued, or ceases for a continuous period of more than three (3) months, the use exception shall become null and void. The use exception shall only be tied to the applicant for that specific location and/or business and cannot be transferred to another entity or location without reapplication. Any use associated with an approved use exception may continue the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen.

NOTIFICATION

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on August 18, 2020.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

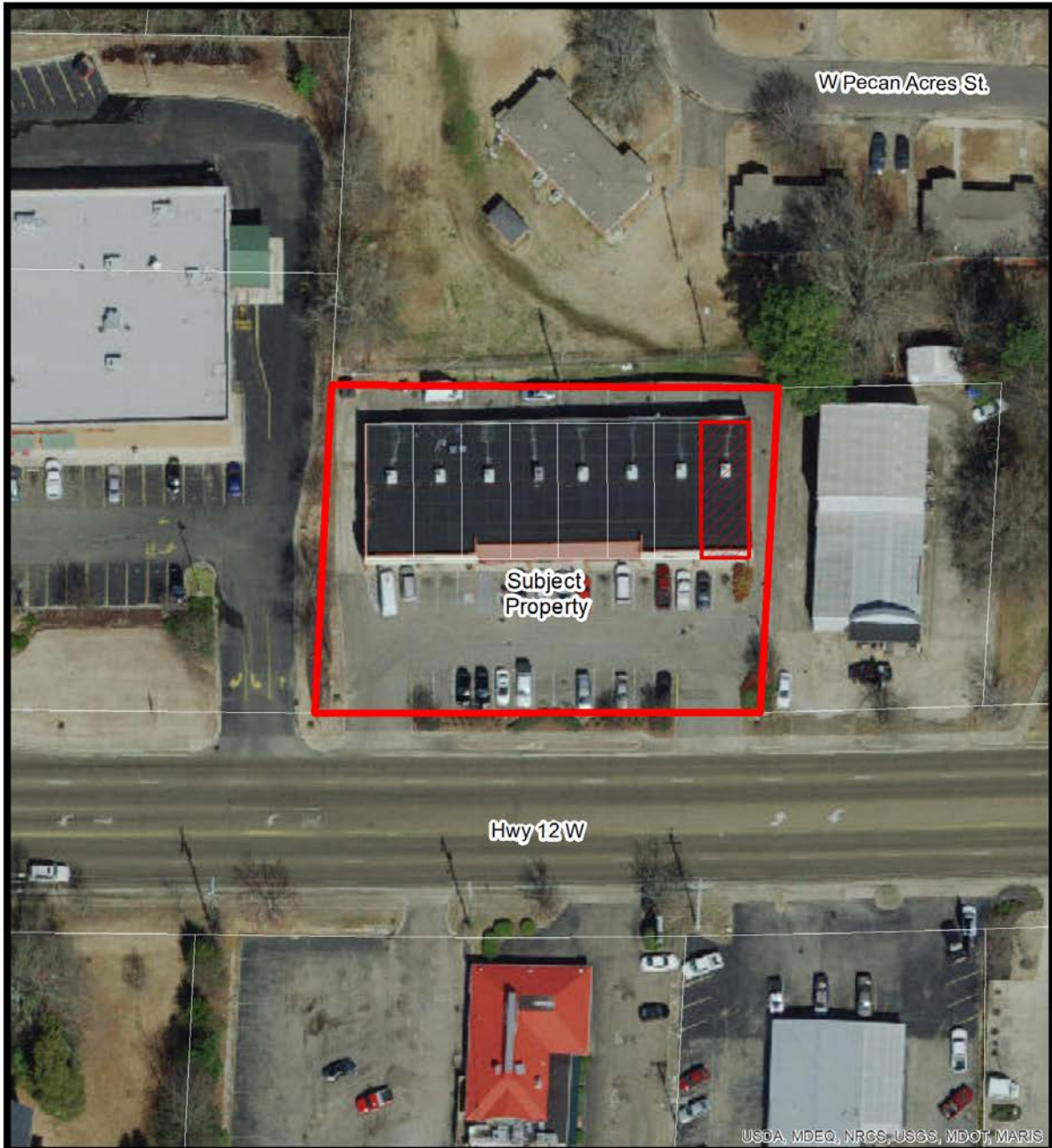
ANALYSIS

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

CONDITIONS OF APPROVAL

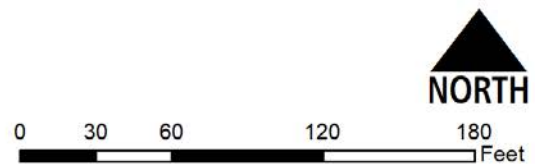
The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a use exception shall run for the duration of the use. Conditions for a requirement for a renewal of a use exception may be applied to approval at the discretion of the Board of Aldermen. (Section 3.5.3.J).

Attachment 1
UE 20-02 Aerial

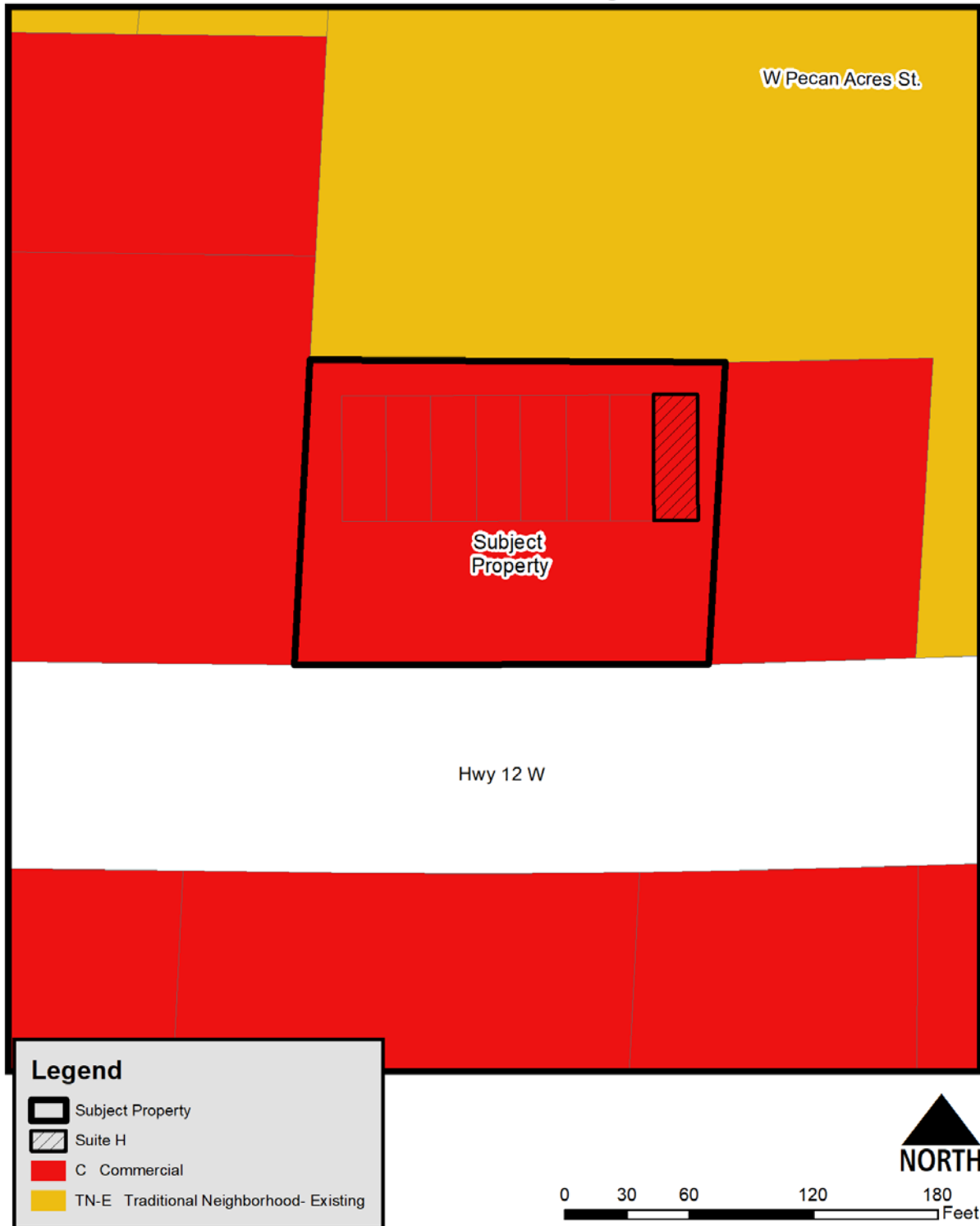


Legend

-  Subject Property
-  Suite H



Attachment 2
UE 20-02 Zoning



**AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO CAMPUS COMMUNICATIONS GROUP, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE FIBER
OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, Campus Communications Group, Inc. (“Campus Communications” or “Franchisee”) is a Delaware corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services. Campus Communications obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on July 7, 2015, in Mississippi Public Service Commission Docket No. 2015-UA-027, and

WHEREAS, Campus Communications is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 2015-UA-027. A portion of these facilities will be located within the city limits of Starkville, Mississippi, and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Campus Communications the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets, and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Starkville, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality’s streets, and

WHEREAS, the City of Starkville, Mississippi does hereby find and adjudicate that the incorporated proposal of Campus Communications for the operation of a telecommunications facility in Starkville, Mississippi is in the best interest of the citizens of the City of Starkville, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Starkville, Mississippi. The City of Starkville, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

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

TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT

THIS TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT

("Agreement") is entered into this _____, 2020, by and between the **MAYOR AND BOARD OF ALDERMEN OF STARKVILLE, MISSISSIPPI**, a municipal corporation, whose address is 110 W. Main St., Starkville, MS 39759 (hereinafter referred to as the "City") and **CAMPUS COMMUNICATIONS GROUP, INC.** a foreign corporation registered to do business in the State of Mississippi, whose corporate address is 206 N. Randolph St., Suite 200, Champaign, Illinois 61820 and whose mailing address is P.O. Box 25, Champaign, Illinois, 61824 (hereinafter referred to as "Campus Communications")

WHEREAS Section 77-9-713 of the Mississippi Code of 1972 grants municipal corporations the power to grant franchises to or make contracts with public utilities for the use and occupancy of the City's public rights of way, for the purpose of rendering utility services, upon such conditions and for such time as the governing authority of the municipal corporation may deem wise and subject to the Constitution and the general laws of this state;

WHEREAS Section 253 of the Communications Act of 1934, as amended ("Act"), prohibits state and local governments from imposing barriers to local competition, but permits such entities to grant franchises, with access to rights-of-way, to new carriers, such as Campus Communications, in a competitively neutral manner and in "rough parity" to those granted to other carriers, including incumbent local exchange carriers as that term is defined in the Act;

WHEREAS Campus Communications desires to use certain parts of the City's public rights of way to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of providing telecommunications and related services within the City;

WHEREAS the City and Campus Communications have negotiated terms under which Campus Communications shall install, construct and maintain the System under the terms and conditions of a Telecommunications Services Franchise;

NOW THEREFORE, in the consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is acknowledged, it is agreed by the parties as follows:

Section 1. Grant of Non-Exclusive Franchise; Location. A non-exclusive franchise is hereby granted to Campus Communications, (hereinafter referred to as “Franchisee”), subject to the City’s receipt of monetary compensation to install, maintain and use conduits containing fiber optic cable, and vaults containing splice cases for the purpose of transmitting telecommunications above, within and under certain rights-of-way more particularly identified in the Franchisee’s Utility Excavation Permit Application, which is attached as Exhibit A (hereinafter referred to as the “System”). The City and Franchisee acknowledge and agree that the System that the Franchisee is building is an ever-evolving project. The Franchisee may, from time-to-time, modify the System upon City’s approval of a written amendment to this Franchise agreement, including a revised Exhibit “A”.

Section 2. Term of Agreement. Subject to the conditions herein stated, the above-described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after the date of approval of the Agreement by the City. At the end of the initial five (5) year period, this Agreement automatically renews for an additional five (5) years. This automatic renewal will cease if either party provides the other with ninety (90) days’ notice prior to the end of the then existing term.

Section 3. Location; Compliance with Plans and Ordinances. The specific location of said privileges granted by this Franchise agreement shall be as shown on Exhibit “A” and shall be constructed and installed in accordance with plans and specifications previously approved by the City Engineer (hereafter “Plans”), which by reference are made a part of the Agreement. Said System shall be installed, maintained and used in accordance with the ordinances of the City of Starkville, as well as state and federal law and regulations, and the directions from time to time given by the City Engineer to the extent consistent with such ordinances, laws and regulations. The rights granted to the Franchisee by the City are and shall be at all times subordinate to the City’s use of the public ways. The Franchisee shall be subject to all ordinances of general applicability of the City and such other laws and regulations of governmental bodies with regulatory authority over the Franchisee or the right-of-way.

Section 4. Franchise Fee; Conditions.

(a) As consideration for this franchise, which provides for the rental and use by the Franchisee of certain rights of way within the boundaries of the City, which are valuable public properties acquired and maintained by the City at great expense to its taxpayers and citizens, and

that the grant to Franchisee of the use of said rights of way is a valuable property right without which Franchisee would be required to invest substantial capital in right of way costs and acquisitions, as compensation for the rights and privileges conferred herein, the Franchisee shall pay to the City a sum of money an amount equal to five percent (5%) of the gross revenue from recurring regulated local services, as defined herein, collected by the Franchisee.

(b) Commencing the month following the date this franchise becomes effective, the franchise fee shall be paid quarterly on the last day of April, July, October, and January; such fee shall be for the revenues received by the Franchisee for the preceding quarter. The Franchisee shall furnish to the City with each payment of compensation required by this section a written statement, showing the amount of gross revenue of the Franchisee generated by the System for the period covered by the payment.

(c) On or before the first (1st) day of February of each succeeding year, the Franchisee shall submit to the City a statement of the franchise fee actually due to the City based upon the actual gross revenue for the previous calendar year, together with a check for the amount due from the Franchisee or a statement of any amount due from the City.

(d) In the event that the franchise fee set forth in this Franchise Agreement is declared illegal, unconstitutional or void for any reason by any court or proper authority, the Parties hereto agree to negotiate, in good faith, a franchise fee that is legal, constitutional and valid.

(e) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

(f) As used in this section, gross revenue shall mean all revenues (exclusive of sales taxes, if any) collected by Franchisee from operation of Franchisee's System to provide regulated recurring local services, provided by the Franchisee within the corporate limits of the City. It is the intent of the Parties herein that gross revenues from regulated, recurring services shall include all revenues except those expressly excluded by state or federal law.

(g) Payment of money under this section shall in no way limit or inhibit any of the privileges or rights of the City, whether under this franchise or otherwise. Except as provided elsewhere in the franchise, all payments made by the franchisee to the City pursuant to this franchise shall be made to the City Clerk. Franchisee shall file annually with the City Clerk, no

later than one hundred twenty days (120) days after the end of Franchisee's fiscal year, a statement of revenues from regulated recurring local services for the year attributable to the operations of the Franchisee's System as provided in Section 5(b) of this Franchise Agreement.

(h) Any transactions which have the effect of circumventing payment of required franchise fees and/or evasion of payment of franchise fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade actual collection of revenues by Franchisee are prohibited and may constitute a default of this agreement.

(i) If as a result of an audit or any other review (at the City's sole expense), the City determines that the Franchisee has underpaid its fees by ten percent (10%) or more for any twelve (12) month period, then in addition to making full payment of the relevant obligation, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The City may collect the costs associated with such audit or review either through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means as allowed by law.

(j) If as a result of an audit or other review, the City determines that the Franchisee has underpaid its fees for any twelve (12) month period, the Franchisee shall pay interest on such underpayment at the rate of ten percent (10%) or prime plus two percent (2%), whichever is greater. The underpayment and interest thereon may be collected by the City through the drawdown of the security required in Section 12 of this Franchise Agreement, or through other means allowed by law.

Section 5. Accounts and Other Records and Reports and Investigations

(a) Franchisee shall keep complete and accurate books of account and records of its business and operation of the System pursuant to this franchise agreement in accordance with generally accepted accounting principles.

(b) Franchisee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans, and other records pertaining to this franchise.

Section 6. Nature of Franchise Fee Payments

The City and Franchisee agree that the compensation paid and other payments to be made pursuant to this franchise are not a tax and are not in the nature of a tax, but are in addition to any

and all taxes of general applicability or other fees or charges which the Franchisee shall be required to pay to the City or to any other governmental authority; and the Franchisee shall not have or make any claim for any deduction or other credit or all or any part of the amount of compensation or other payments made pursuant to this franchise or from or against any taxes of general applicability or fees or damages which the Franchisee is required to pay.

Section 7. Non-Assignment.

(a) The rights granted by this franchise or any interest therein shall not be assigned or transferred to any other entity without the express written consent of the Mayor and Board of Aldermen. A written copy of any such proposed assignment must be filed with the City. Any required consent is to be evidenced by an ordinance or resolution of the Board of Aldermen that fully recites the terms and conditions, if any, upon which consent is given. No sale or transfer of this agreement, as allowed hereunder, shall be effective unless and until the assignee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale or assignment, accepting the terms of this Agreement and agreeing to perform all the conditions thereof, and the City has approved said assignment, which approval shall not be unreasonably withheld. The City shall take action on such request for approval of transfer within sixty (60) days of filing of all information required by this section. This section shall not apply in connection with execution of secured financing agreements made by the Franchisee. In making a determination of whether to allow an assignment, the City may consider the following factors:

- i. Experience of the proposed assignee or transferee (including conducting an investigation of proposed transferee's or assignee's service record in other communities);
- ii. Qualifications of the proposed assignee or transferee;
- iii. Legal integrity of the proposed assignee or transferee;
- iv. Financial ability and stability of the proposed assignee or transferee;
- v. If requested by the City, submittals from the proposed assignee or transferee, regarding changes, if any, it intends to make in the operation and maintenance of the System;
- vi. The corporate connection, if any, between the franchisee, and proposed assignee or transferee and/or between the franchisee and any holder of a like franchise within the City;

v. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the System;

vii. Effect of the proposed action on competition.

(b) A copy of the completed sales and transfer agreement, or a functionally equivalent instrument between the Franchisee and the proposed Franchisee, shall be provided to the City Attorney for his review, so that the City may discover the assumption of obligations by the Franchisee and proposed Franchisee with respect to the System.

(c) After receipt of the petition for proposed transfer or assignment, the Board of Aldermen may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the Board of Aldermen may review Franchisee's performance under the terms and conditions of this franchise. The Franchisee shall provide all requested assistance to the Board of Aldermen in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

(d) Should the Franchise sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this franchise or attempt to do so in violation of this requirement to obtain prior consent from the City, the City may revoke this franchise for default and the purported sale, transfer, assignment or conveyance of the franchise shall be null and void..

(e) Franchisee will not lease any maintenance, support or other repair of its System pursuant to this franchise to any other unrelated company, which does not have a franchise agreement with the City. Franchisee, however, shall be allowed to lease the circuit transported by the fiber, absent abdicating their responsibilities hereunder to support, repair and otherwise maintain the System, to those not required by law to obtain a Franchise Agreement. Franchisee shall send notification to the City of any company which has requested Franchisee to provide such services and for which it is to enter a lease agreement in order for the City to contact said company to determine whether said company needs to enter a franchise with the City. If Franchisee does lease any part of its System other than the circuit transported to any unrelated company without the lessee obtaining a franchise as required by the City, the City may revoke this franchise for default.

(f) Acceptance of payment from an entity or person other than the Franchisee shall not constitute a waiver of this non-assignment provision.

Section 8. Installation and Maintenance; Obligation to Mark.

(a) The System hereafter installed, maintained and used shall be so placed and all work in connection with such installation, maintenance, and use shall be so performed as not to interfere with ordinary travel on the right-of-way of the City unless specifically authorized by the City Engineer, or with any water, gas or sewer pipes or other utility conduits or cable television conduits or wires then in place, or hereafter placed. Franchisee, after doing any excavating, shall leave the surface of the ground in the same condition as existed prior to such excavation, except as provided in the Plans. All sidewalks, parkways or pavements, including driveway alley approaches, disturbed by said Franchisee shall be restored by it, and the surface to be restored shall be with the same type of material as that existing prior to its being disturbed unless otherwise specified by the City Engineer. In the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement solely because of such disturbance or damage by the Franchisee, then the Franchisee shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City or the property owner, and at the Franchisee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. In connection with the installation, maintenance, and use of the System, Franchisee shall be courteous and conscientious to adjoining private property owners and take steps to avoid damage, disruption, and intrusion to private property.

(b) Should adverse weather conditions cause a delay in completing the work, the Franchisee shall promptly notify the City or the property owner immediately upon onset of the delay. Thereafter, the City Engineer may, in the Engineer's sole discretion, extend such time for work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Franchisee shall complete the work on or before the date certain. Any such restoration of the City's right-of-way by the Franchisee shall be made in accordance with such materials and specifications as may, from time to time, be then provided for by ordinance or regulations of the City and to the satisfaction of the City Engineer. The Franchisee shall notify the City when the work is completed. If the Franchisee fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property.

The Franchisee shall pay the reasonable cost incurred by the City for such restoration with twenty-one (21) days after the receipt of a written bill for such cost.

- (c) The City shall have no obligation to mark the location of Franchisee's facilities.

Section 9. Repeal. Relocation. Removal.

(a) Repeal. The permission and authority herein granted may be revoked by the City if the Franchisee fails or neglects to comply with the material conditions of this Franchise Agreement, but only after being given a reasonable amount of time to cure any defaults.

(b) Relocation of System. Upon the determination by the Board of Aldermen for good cause shown that it is necessary to relocate said System or any part thereof, the Franchisee shall relocate the System and shall bear the sole expense of relocation.

(c) Removal upon Termination. Upon termination of the privileges herein granted, by lapse of time or otherwise, the Franchisee without cost or expense to the City, shall remove the System herein authorized and restore the public way to as good a condition as existed prior to such installation and to the reasonable satisfaction of the City Engineer; provided however, that, with the agreement of the City Engineer, which shall not be unreasonably withheld, the Franchisee may abandon buried or underground facilities in place, such that title to these facilities shall pass to the City, and Franchisee shall have no claim to such facilities or any proceeds from their disposal. In the event of the failure, neglect or refusal of said Franchisee to remove any aerial portions of the System within six (6) months of such termination, the City may, if it so desires, exercise the right to perform said work and charge the cost thereof to said Franchisee or contract with another to perform said work and bill the Franchisee for the cost of said contract. The cost incurred by the City in such System removal shall be promptly paid by the Franchisee within sixty (60) days after receipt of a written bill for costs, or the City may proceed against the surety bond of the Franchisee or pursue any other remedies provided by law.

Section 10. Insurance. On or before the effective date of this Agreement, Franchisee shall file with the City a certificate of insurance designating it as an additional insured and thereafter continually maintain in full force and effect at all times for the term of the franchise, at the expense of the Franchisee, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Mississippi with a rates of at least a B+, and acceptable to the City, protecting the City

against liability for loss of bodily injury and property damage occasioned by the installation, maintenance and use of the System by the Franchisee in the following minimum amounts:

- (1) One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence;
- (2) Two Million Dollars (\$2,000,000.00) aggregate.
- (3) Workers Compensation and Employer's Liability - Statutory \$100,000 / 500,000/ 100,000

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or the claims history of the industry or Campus Communications.

Section 11. Permits: The permission and authority herein granted shall not be exercised and no work to the System shall be done until any City permit that is required by the nature of the work to be performed by the Franchisee shall have been issued by the City official authorized to issue such permit(s). Such permit(s) shall be subject to revocation for violation of any part of this Agreement or violation of any of the ordinances or regulations of the City. The Franchisee shall pay such lawful fees as may, from time to time, be established by any ordinance of general application of the City for any and all permits as may be required, provided, however, that if the Franchisee fails or neglects to obtain any such required permits, the Franchisee shall pay to the City double such permit fees unless the City unreasonably refuses to issue such permit or permits.

Section 12. Performance Security.

(a) Within sixty (60) days of execution of this Agreement, the Franchisee shall provide to the City a performance Surety bond in a form acceptable to the City's Attorney, for the sum of Twenty Thousand Dollars (\$20,000.00). The performance Surety bond shall guarantee the faithful performance of all terms of this Agreement. The Surety Bond shall be available to the City to satisfy all claims, liens and/or fees due the City from the Franchisee which arise by reason of work by the Franchisee, to satisfy any actual damages arising out of a breach of this Agreement, and to satisfy any assessments or payments due under this Agreement.

(b) If the letter of credit is drawn upon by the City in accordance with the procedures in this agreement, the Franchisee shall cause the letter of credit to be reissued in the full amount

required no later than the later of thirty (30) days after the last withdrawal or the January 1st following each withdrawal by the City. Unless otherwise agreed to by the parties, failure to reissue the letter of credit shall be deemed a material breach of this Agreement, unless the Franchisee has initiated legal action, in which the Franchisee alleges and the court or agency finds that the City's withdrawal of money from the letter of credit was improper.

Section 13. Indemnification.

(a) The Franchisee shall hold and save the City, its officers, agents and employees (collectively referred to within this Section as "City"), harmless from any and all liability and expense, including but not limited to judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the System herein referred to; and also hold the City harmless from any and all damages to the System or persons or entities on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

(c) The Franchisee shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the System or persons or entities caused in whole or in part by the City, its officers, employees and agents or by any other person(s), whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner.

(d) Franchisee waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees and agents, against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the System structures or persons or entities done, in whole or in part, by the City or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. As part of this provision, the Franchisee shall, at its own expense, defend all suits and does agree to indemnify and save harmless the City from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to the Franchisee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed System constructed under or by virtue of this Agreement, and shall save and keep

harmless the City from any and all damages, judgments, costs and expenses of every kind, that may arise by reason therefore.

(e) Notice in writing shall be promptly given to the Franchisee of any claim or suit against the City which, by the terms hereof, the Franchisee shall be obligated to defend, or against which the Franchisee has hereby agreed to save and keep harmless the City. The City shall furnish to the Franchisee all information in its possession relating to said claim or suit, and cooperate with said Franchisee in the defense of any said claim or suit. The Franchisee agrees to provide notice in writing to the City Attorney of the City of any claim or suit against the Franchisee and/or its officers or employees which may directly affect the System or directly or indirectly affect this Agreement or the property referred to herein, whether or not the City has been made a defendant or respondent to the legal action. The City may, if it so desires, assist in defending any such claim or suit. The Franchisee further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City resulting from this Agreement other than disputes between the City and Franchisee arising from this Agreement or where indemnification would not be required under the terms of this Agreement. The Franchisee will not rely upon governmental immunity afforded to the City. The indemnification and waiver provided in this Section shall be enforceable solely by the City and shall not operate as an indemnification or waiver as to any third party.

Section 14. E-Verify Compliance. Franchisee agrees to furnish to the City documentation showing compliance with the federal E-Verify program, including but not limited the Franchisee's E-Verify registration number.

Section 15. Renewal.

(a) The parties, beyond terms as noted in §2, shall have the option to renew this franchise on such terms and conditions as shall be mutually agreeable, provided that Franchisee shall have performed according to the terms of this Franchise Agreement. New terms and conditions may be required by the City for renewal if the technology and/or rights of ways laws change after the date of this Franchise Agreement that cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms, provisions, or conditions may also be required by the City upon renewal which are applicable generally to other franchisees for similar services or applicable generally to the industry to clarify the intent of this franchise, which may arise from any unforeseen circumstances or

interpretations of this franchise, and/or which may be based on the history of performance of the Franchisee.

(b) Any request for authority for the continued maintenance and use of the public ways as herein described after this Agreement expires or is otherwise terminated in any manner must be specifically obtained from the Board of Aldermen.

(c) In the event the Franchisee continues to operate all or any part of the System after the terms of this Franchise Agreement expire or are terminated, and before any renewal of the franchise by the City, then the Franchisee shall continue to comply with all applicable provisions of this franchise, including, without limitation, all compensation and other payment provisions of this franchise, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this franchise.

Section 16. Termination. This Agreement may be terminated by the City, if after at least sixty (60) days' written notice to the Franchisee, the Franchisee fails to remedy an alleged breach of the Agreement specified in such notice. If the alleged breach is incapable of being remedied within said sixty (60) days, this Agreement may be terminated unless the Franchisee has taken substantial steps to remedy the alleged breach within said sixty (60) days and notified the City of such steps.

Section 17. Agreement to Reopen Negotiations. The City and the Franchisee agree that the services provided pursuant to this franchise are in an area of law undergoing significant review by state and federal authorities and that there is a real possibility that some of the terms of this franchise may be preempted by state or federal law during the term of this franchise. In the event the terms of this Franchise Agreement must be renegotiated in order to comply with newly enacted federal or state law, such negotiation shall occur within a reasonable time after any request for renegotiation is issued by either the City or the Franchisee, or at any such time as it becomes apparent that a portion of this franchise has been preempted by state or federal law. If the parties are unable to renegotiate the terms of the agreement, then parties shall proceed to Dispute Resolution as provided in Section 21 of this agreement prior to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures, unless otherwise required or directed by the FCC or PSC.

Section 18. Effective Date. This Agreement shall be in full force and effect upon execution by the parties hereto.

Section 19. Information for Maps and GIS. The City and the Franchisee agree to cooperate with each other in reasonably providing and making available, without cost to the other, such data and information with respect to the location of facilities of the Franchisee and the location of the public improvements of the City in the public ways as may be reasonably required by the other. The Franchisee shall contribute information concerning all of its facilities in the City to the City's GIS Department at no cost in the standard format required by that Department.

Section 20. Interpretation. The Parties have each read and fully understand the terms of this Agreement, and they have had the opportunity to have this Agreement reviewed by legal counsel.

Section 21. Dispute Resolution.

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. Such mediation shall be governed by the Act, FCC regulations, Mississippi Code and PSC regulations, as appropriate.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy in addition to the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

Section 22. Burden of Proof. In any disagreement upon the terms and conditions of this franchise, the Franchisee shall bear the burden of demonstrating its compliance with each term and condition of this franchise for all purposes.

Section 23. Mississippi Law Governs. In any controversy or dispute under this franchise, the laws and jurisdiction of the State of Mississippi (or as applicable, the Act and FCC regulations) shall apply to the extent such law has not been superseded or preempted.

Section 24. Forum Selection Clause. In any dispute arising under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Oktibbeha County, Mississippi and/or the United States District Courts in the Northern District of Mississippi, Aberdeen Division.

Section 25. Notice. Any notice required or permitted under this franchise shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City: Mayor of City of Starkville, 110 W. Main St.,
Starkville, MS 39759

To the Franchisee: Campus Communications Group, Inc.
Legal/Contracts Department
601 N. Country Fair Dr.
Champaign, IL 61821

Section 26. Entire Agreement. This franchise, with its exhibits, comprises the entire agreement between the City and the Franchisee for purposes of this franchise.

Section 27. No Coercion. The Franchisee enters into this franchise willingly and without coercion, undue influence or duress. The Franchisee has reviewed each and every obligation, term and condition of this franchise and hereby certifies that none of the obligations, terms or conditions imposed upon it by this franchise is commercially impracticable.

Section 28. Severability. Should any part, term, or provision of this franchise be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.

ATTEST

D. Lynn Spruill, Mayor
Starkville, MS

Lesa Hardin, City Clerk of
Starkville, MS

APPROVED AS TO FORM:

Chris Latimer, Starkville City Attorney

CAMPUS COMMUNICATIONS GROUP, INC.

Mark A. Scifres, President
of Campus Communications Group, Inc.

APPROVED AS TO FORM:

Jason Danowsky, Attorney for
Campus Communications Group, Inc.

Alderman _____ moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman _____. The motion to adopt was passed by roll call vote as follows:

Alderman _____	voted: _____
Alderman _____	voted: _____
Alderman _____	voted: _____
Alderman _____	voted: _____
Alderman _____	voted: _____
Alderman _____	voted: _____
Alderman _____	voted: _____

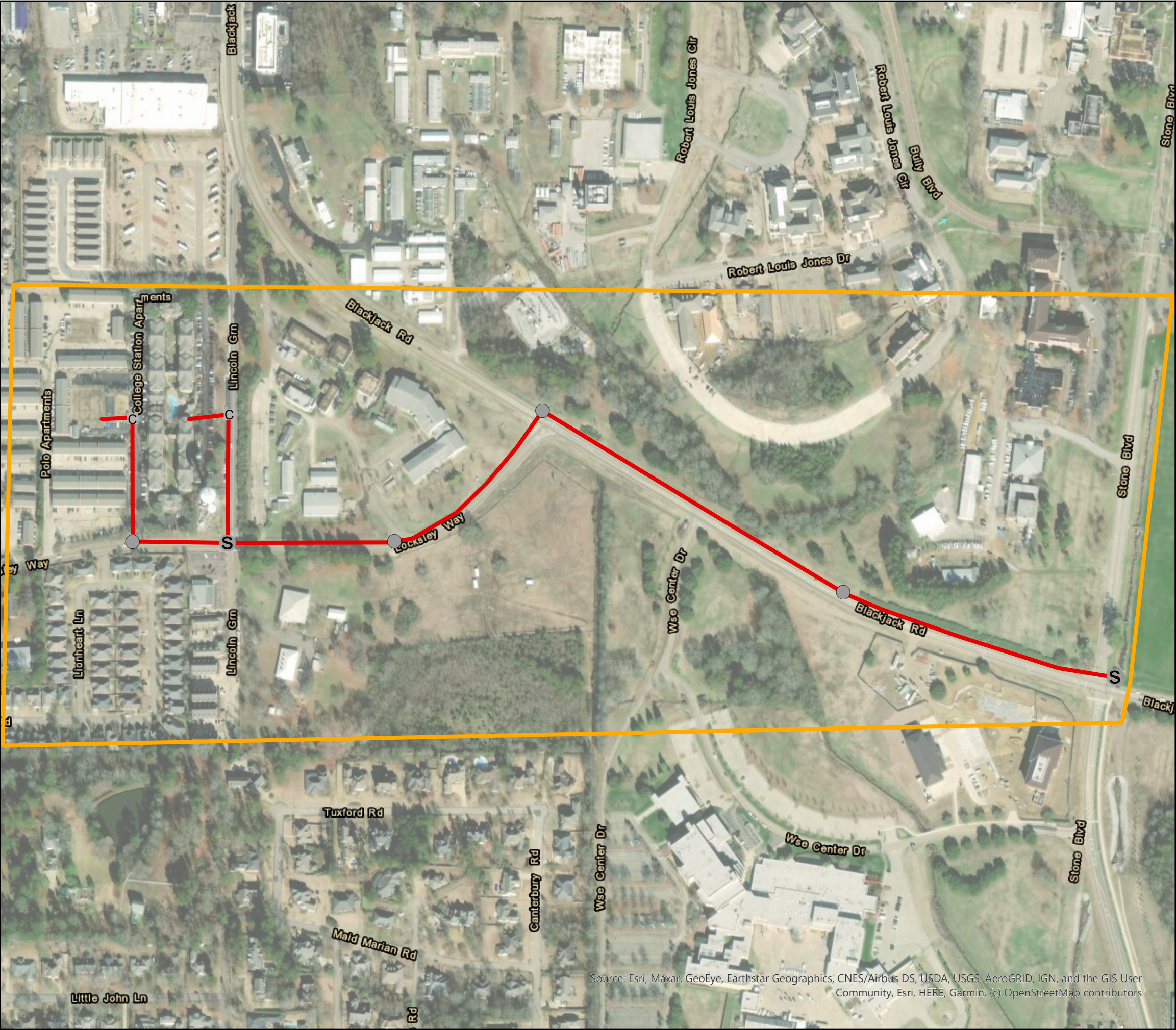
The Mayor then declared the ordinance adopted this the ____ day of _____, 2020.

_____- MAYOR

ATTEST:

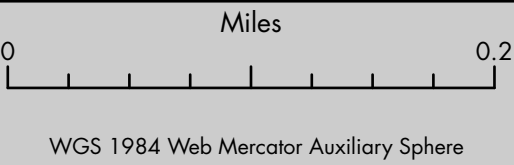
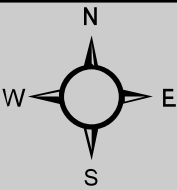
_____, CITY CLERK

Exhibit “A”
Location of Facilities



Section 1

Starkville, MS



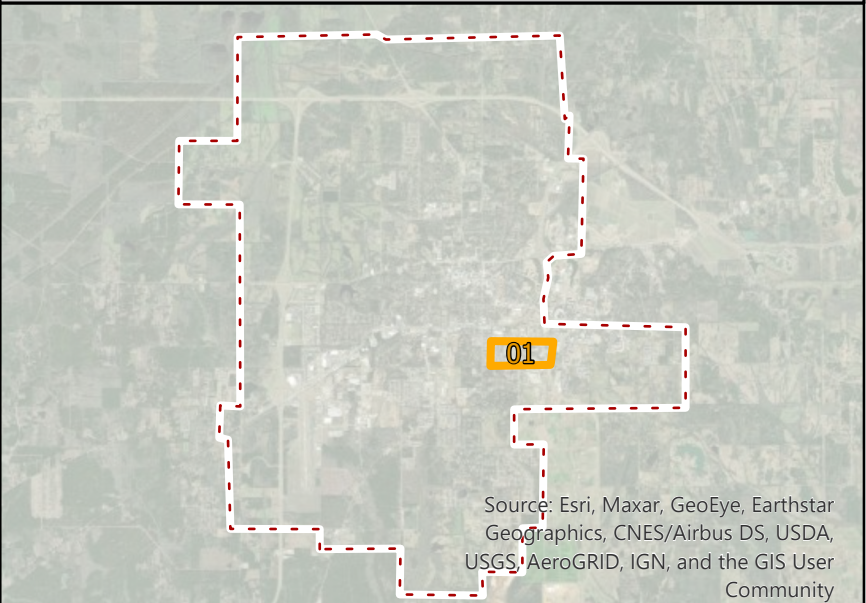
- C Vault,Concrete,14
- Vault,Concrete,30
- S Splice Vault,Concrete,30
- Proposed
- ▭ Section,Not Live

Standard depth: 24"
All utility crossings are potholed to locate depth of utility.



601 N. Country Fair Dr.
Champaign, IL 61821
217-531-9037
www.campuscommunicationsgroup.com

Date Printed: 6/11/2020



Source: Esri, Maxar, GeoEye, Earthstar
Geographics, CNES/Airbus DS, USDA,
USGS, AeroGRID, IGN, and the GIS User
Community

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors



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

AGENDA ITEM DEPT.:
AGENDA DATE: October 6, 2020
PAGE: 1 of 2

SUBJECT: Contract extension with Cornerstone Government Affairs, Inc. for assisting with state and national legislative endeavors.

AMOUNT & SOURCE OF FUNDING: \$40,000.00/001-120-600-300

FISCAL NOTE:

AUTHORIZATION HISTORY: This group helped us get the 2% renewed and the 1% through the legislature. They have also assisted us in working on the BUILD grant contacts in Washington. I believe they have proven to be invaluable to our efforts. As we work for possible rails to trails project, they should also be very helpful in navigating those waters.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Lynn Spruill

SUGGESTED MOTION:

Move approval of the 1-year contract extension with Cornerstone Government Affairs, Inc.

AMENDMENT III TO SERVICE AGREEMENT

This Amendment III (the "***Amendment III***"), effective as of October 1, 2020 is made by and between STARKVILLE, MS (hereinafter referred to as "***STARKVILLE***"), with offices at 110 West Main Street, Starkville, MS 39759 and CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereafter referred to as "***CORNERSTONE***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024.

WHEREAS, STARKVILLE and CORNERSTONE are Parties to Service Agreement with an effective date of October 1, 2017 (the "***Agreement***"), an Amendment with an effective date of October 1, 2018 (the "***Amendment***"), and an Amendment II with an effective date of October 1, 2019 (the "***Amendment II***"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2020 through September 30, 2021 (the "***Term***").
2. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment III and acknowledge that they are authorized to execute same.

STARKVILLE, MS

CORNERSTONE GOVERNMENT AFFAIRS, INC.

By: _____

By: 

Name: _____

Name: Campbell Kaufman

Title: _____

Title: Principal & Managing Director

Date: _____

Date: September 15, 2020



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: October 6, 2020

PAGE: 1 of 2

SUBJECT: Consideration of extending the Proclamation of a Local Emergency in response to the COVID-19 pandemic for the purposes of the protection of the health, safety and welfare of the City of Starkville and her residents.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: This continuing proclamation allows the City to continue to be reimbursed for the expenses related to the emergency nature of the pandemic as we continue to respond to the needs of the community through our police power and use of city resources in response on a daily basis.

AUTHORIZATION HISTORY: This proclamation was passed on March 17 and has been extended every 30 days in response to the ongoing need for city resources to react to the needs of the community in relation to the virus and its continued impact through Governor's executive orders and otherwise.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Lesa Hardin

SUGGESTED MOTION:

Move approval of extending the proclamation of an emergency in the City of Starkville in response to the ongoing threat of the COVID-19 virus and the Governor's executive orders.

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: October 6, 2020

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



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

AGENDA ITEM DEPT.: Aldermen
AGENDA DATE: October 6, 2020
PAGE: 1 of 1

SUBJECT: Consideration of an Eighth Resolution of the City of Starkville repealing the City's Seventh Covid-19 Resolution and adopting Executive Order 1525

AMOUNT & SOURCE OF FUNDING:

HISTORY: Governor Reeves updated the State Executive Orders September 30, 2020. Under the new executive order, some social distancing restrictions have been eased as our new COVID-19 case numbers continue to improve. A few of the relaxed restrictions include increasing attendance at outdoor K-12 extracurricular events such as football games to 50% of seating capacity, limiting group gatherings when you are unable to social distance to no more than 20 indoors and 100 outdoors, and requiring masks for schools and close contact businesses like salons and barbershops. The order is in effect until Wednesday, November 11 at 5:00 PM.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Carver

SUGGESTED MOTION: Move approval of the Eighth Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, Declaring Additional Measures for the Control of Contagious and Infectious Diseases and for the Protection of Public Health and Welfare and for Related Purposes."

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

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

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

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic, which has been henceforth re-adopted by the Mayor and Board of Aldermen on a monthly basis; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen, ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency and for the Control of Infectious and Contagious Diseases and Related Purposes, related to the COVID-19 pandemic; and

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

WHEREAS, since March 20, 2020, the Governor has issued a series of Executive Orders containing rules, regulations, and guidelines for the control of contagious and infectious diseases and for the protection of public health and welfare related to the COVID-19 pandemic; and

WHEREAS, since March 20, 2020, the City of Starkville, Mississippi, through the Mayor and Board of Aldermen, has issued a series of Resolutions declaring additional rules, regulations, and guidelines for the control of contagious and infectious diseases and for the protection of public health and welfare related to the COVID-19 pandemic; and

WHEREAS, the City of Starkville has reviewed the restrictions imposed by its Resolution adopted March 20, 2020, as well as subsequent Resolutions adopted by the City,

including this Resolution, and has found those restrictions do not conflict with the terms of any Executive Order entered by the Governor; and

WHEREAS, nothing in the Governor's Executive Orders limits or alters the City of Starkville from adopting orders, rules, regulations, resolutions, and actions that are more strict than the Governor's Executive Orders provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, the emergence and risk of the spread of COVID-19 within Mississippi continues to constitute a public emergency that has resulted in substantial injury or harm to life and health within Mississippi, and in the City of Starkville, and COVID-19 has been detected in a substantial number of individuals in counties all over the State, including Oktibbeha County, Mississippi; and

WHEREAS, the State of Mississippi and the City of Starkville continue to be adversely affected by the outbreak of COVID-19, and there exists a continued threat to the public's safety and the social and economic welfare of this City, County, and State; and

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

WHEREAS, the City of Starkville faces additional difficulties because of its large transient student population, such as a possible undercount of positive Oktibbeha County COVID-19 cases caused by students seeking medical attention near their permanent residence and/or through their parents' health insurance; and

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

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

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

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

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

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

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of September 30, 2020, there were at least 98,886 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in at least 2,979 deaths, and additional positive tests are anticipated; and

WHEREAS, as of September 30, 2020, there were at least 1,828 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least 52 deaths, and additional positive tests are anticipated; and

WHEREAS, the Mayor and Board of Aldermen recognize and find that, according to statistics and guidelines published by the Mississippi State Department of Health, and in consultation with local medical professionals, protective measures are still needed to “flatten the curve,” protect the health, safety, and welfare of Starkville’s citizens, and alleviate stress on the health infrastructure in Starkville and Oktibbeha County; and

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

Section 1: The Seventh Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, Declaring Additional Measures for the Control of Contagious and Infectious Diseases and for the Protection of Public Health and Welfare and for Related Purposes, adopted by the Mayor and Board of Aldermen on July 7, 2020, is hereby rescinded, and shall stand repealed, effective immediately.

Section 2: Starkville adopts and incorporates the findings, recommendations, rules, regulations, and guidelines contained in the Governor's Executive Orders related to Covid-19, including his most recent Executive Order No. 1525.

Section 3: The City, in consultation with the Oktibbeha County Emergency Management Coordinator, local health care professionals, and with consideration for national and State guidance, shall continuously monitor conditions to determine certain milestones, peaks, and trajectories for the presence of COVID-19 in the Starkville, Oktibbeha County, and local Mississippi State University communities, and shall change restrictions and requirements in a phased manner as needed, or as they determine to be appropriate under circumstances presented to the City, upon consideration and approval by the Board of Aldermen. In the event a later peak in active COVID-19 cases is identified, the Mayor and Board shall consider whether further restrictions are necessary.

Section 4: The Mayor is empowered and authorized to interpret the terms of this Resolution, and any Executive Order incorporated and referenced herein, to the extent necessary to enforce this Resolution or any such Order, and this Resolution shall be enforced through the City's code enforcement staff and/or the Starkville Police Department.

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

Section 6: The City may issue such other orders as are necessary for the protection of life and liberty.

Alderman _____ moved for adoption of the Resolution, which motion was seconded by Alderman _____, said Resolution having been introduced in writing at a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on October 6, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted: _____

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

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

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

STATE OF MISSISSIPPI

Office of the Governor



EXECUTIVE ORDER NO. 1525

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

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

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

WHEREAS, on May 28, 2020, I issued Executive Order 1492 establishing the statewide Safe Return order to restart the economy, open all businesses and non-profits operating within the State of Mississippi, and permit the resumption of community activities subject to limitations to minimize person to person interactions and associated risk of transmission of COVID-19 effective 8:00 a.m. on Monday, June 1, 2020, and remaining in full force and effect, as amended, until Wednesday, September 30, 2020; and

WHEREAS, as a result of the sacrifices made by all Mississippians in the interest of public health over the past four months, Mississippi has experienced a significant decline in the number of COVID-19 infections and resulting hospitalizations, but continued vigilance and common sense to limit and control the spread of COVID-19 is necessary; and

WHEREAS, as the scientific community learns more about the novel coronavirus, the near unanimous opinion of the scientific community, including the recommendations of both the CDC and the Mississippi State Department of Health, is that the transmission of COVID-19 can be greatly reduced if people will wear a face covering in public spaces and practice social distancing by maintaining a minimum of six feet separation between people not in their household and practice good hand hygiene; and

WHEREAS, Mississippi must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, as Mississippi continues to safely recover the key to reducing spread of COVID-19 is the continued implementation of reasonable public health measures under the current circumstances including social distancing, limited capacity of gatherings where individuals are in prolonged close proximity, and use of face coverings for individuals engaged in close proximity activities and for prolonged gatherings where social distancing is not feasible; and

WHEREAS, continuing to follow a measured and strategic plan to allow all businesses and non-profits, as well as all Mississippi schools to continue to operate within the State of Mississippi is essential to the health, safety and well-being of Mississippi residents; and

WHEREAS, in consultation with the State Health Officer, Mississippi can safely resume further business, healthcare, educational and recreational activities as set forth herein.

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

- I. Repeal: **Executive Order 1492** and all amendments thereto, and **Executive Order 1517** are rescinded and shall stand repealed.
- II. Safe Recovery Order:
 - a. **Duration:** This Safe Recovery Order shall be effective at 5:00 p.m. on Wednesday, September 30, 2020, and shall remain in full force and effect until 5:00 p.m. on Wednesday, November 11, 2020, unless rescinded, modified or extended.
 - b. All persons within the State of Mississippi are strongly encouraged to follow the CDC's and Mississippi Department of Health's guidelines to prevent the spread of COVID-19 including:
 - i. Wearing a face covering, covering the nose and mouth, while in public spaces whenever it is not possible to maintain a minimum of six feet of social distancing from persons not in the same household;
 - ii. Avoid large gatherings, particularly indoor gatherings;
 - iii. Maintain social distancing (at least six feet) between persons not in your household;
 - iv. Practice good hand hygiene, including washing your hands often with soap and water for at least 20 seconds especially after you have been in a public space; and
 - v. Stay at home if you feel sick or have any symptoms of COVID-19.
 - c. **Group Gatherings (Social Distancing IS NOT Possible):** Public and private social gatherings and recreational activities shall be limited to groups of no more than 20 people in a single indoor space or groups of no more than 100 people in an outdoor space where individuals not in the same household are in close proximity (less than 6 feet) to each other. This limitation does not apply to religious entities, voting precincts, students in classrooms or gatherings governed by other capacity limitations contained herein.
 - d. **Face Coverings:** Every person in Mississippi shall wear a face covering, covering the nose and mouth, while inside a school building or classroom, or when outdoors on a school campus whenever it is not possible to maintain a minimum of six feet of social distancing from another person not in the same household, except face coverings are not required for the following:
 - i. Persons who cannot wear a face covering due to a medical or behavioral condition, who have trouble breathing or are incapacitated, or whose healthcare professional has recommended that a face covering not be worn;
 - ii. Persons seeking to communicate with someone who is hearing-impaired in a way that requires the mouth to be visible;
 - iii. Persons while eating or drinking;
 - iv. Persons in a building or engaged in an activity that utilizes or requires security surveillance or screening, and only during such times when these persons are under security surveillance or screening;
 - v. Persons engaged in swimming activities or other activities while in a swimming pool;
 - vi. Persons engaged in exercising in fitness and exercise gyms or other sports activity;
 - vii. Persons engaged in organized school athletic practices, including weight training;
 - viii. Persons, including teachers, while giving a speech, presentation or performance for a broadcast or to an audience, including students;
 - ix. Persons actively providing or obtaining access to religious worship (**NOTE** wearing a face covering is strongly encouraged);
 - x. Children under the age of six (6) (**NOTE** parents and guardians shall be responsible for ensuring proper use of face coverings by children and must ensure that face coverings do not pose a choking hazard and can be safely worn without obstructing a child's ability to breathe.); and
 - xi. Other settings when it is not practical or feasible to wear a face covering.
 - e. **Business Operations:** All business and non-profit entities operating within the State of Mississippi shall make reasonable, good-faith efforts to comply with the CDC's and

Mississippi State Department of Health's regulations and guidelines to prevent the spread of COVID-19, including:

- i. Implementing screening protocols of employees and volunteers for COVID-19 at the beginning of each shift;
 - ii. Sending sick employees home and actively encouraging sick employees to stay at home;
 - iii. Unless otherwise provided herein, limiting the number of customers/visitors in the business at one time to no greater than 75% of the business' capacity provided a minimum of six feet of social distancing may be maintained between persons not in the same household. This limitation does not apply to religious entities, voting precincts, students in classrooms or gatherings governed by other capacity limitations contained herein;
 - iv. Requiring appropriate PPE to be worn by all employees while at work or on duty based on their duties and responsibilities and in adherence to federal, state and local regulations and guidelines, and strongly encouraging a face covering, covering the nose and mouth, for all public-facing employees while on duty and for all employees when it is not possible for the employees to maintain a minimum of six feet separation from customers/visitors or co-workers;
 - v. Adopting measures to ensure social distancing between customers/visitors not in the same household;
 - vi. Adopting and enforcing regular and proper hand washing and personal hygiene protocols;
 - vii. Frequent cleaning of high-contact surfaces (such as retail counters, door handles, and credit card machines);
 - viii. Making hand sanitizer available to all customers and visitors at points of entry and throughout the business; and
 - ix. Posting prominent signage at all points of entry requiring customers and visitors to maintain a minimum of six feet of separation between individuals not in the same household, and that customers and visitors (other than patients/customers of a healthcare facility or business who are seeking screening, assessment, diagnosis, care or treatment for COVID-19) not be permitted to enter the premises if they display any symptoms of COVID-19.
- f. ***Restaurants and Bars:*** In addition to the requirements of Paragraph II(e), restaurants and bars shall operate subject to the following limitations:
- i. Update their floor plans to ensure at least six feet of separation between each party/group whether dining indoor or outdoor;
 - ii. Limit party sizes to a maximum of ten persons per table;
 - iii. Appropriate PPE shall be worn by all employees based on their duties and responsibilities and in adherence to federal, state and local regulations and guidelines. Every employee who comes into contact with customers shall be provided a cloth mask and shall be required to wear that mask while on duty.
 - iv. Customers shall be screened for illness prior to entry;
 - v. Alcohol may be served only to customers that are seated;
 - vi. Alcohol may not be sold between the hours of 11:00 p.m. and 7:00 a.m.;
 - vii. Self-service buffets and food stations are prohibited; and
 - viii. Cafeteria style (worker served) buffets and food stations, and self-service drink stations are permitted.
- g. ***Reception Halls and Conference Centers:*** In addition to the requirements of Paragraph II(e), reception halls and conference centers shall operate subject to the following limitations:
- i. Except as otherwise provided herein, the number of guests in the reception hall or conference center shall be no greater than 50% of the maximum seating capacity, with strict social distancing between individuals not in the same household.
 - ii. For seated dinners only, reception halls and conference centers shall limit the number of guests to no greater than 75% of maximum seating capacity. Tables shall be arranged to ensure a minimum of 6 feet of separation between tables. Seating at each table shall be limited to a maximum of 10 guests with strict social distancing.
 - iii. Food services are subject to the limitations contained in Paragraph II(f).
 - iv. These limitations apply to events and receptions held in outdoor event tents.

- h. **Auditoriums and Movie Theaters:** In addition to the requirements of Paragraph II(e), auditoriums and movie theaters shall limit ticket sales to 50% of maximum seating capacity, provided a minimum of six feet of social distancing may be maintained between persons not in the same household.
- i. **Close Contact and Personal Care Services:** In addition to the requirements of Paragraph II(e), close contact personal care services, including salons, barber shops, spas, massage parlors, personal care and personal grooming facilities, body art and tattoo services, and tanning salons shall operate subject to the following limitations:
 - i. Every employee shall be required to wear a face covering, covering the nose and mouth, while on duty;
 - ii. All employees should wash hands between serving each customer, and more frequently as necessary. If appropriate for the service provided, gloves are recommended and should be discarded after each customer;
 - iii. Customers shall wear a face covering, covering the nose and mouth, while inside the facility except when receiving a service that otherwise could not be provided while wearing a face covering;
 - iv. The number of customers inside the facility shall be limited to ensure a minimum of six feet of separation between persons not in the same household; and
 - v. Customers shall be screened for illness prior to entry into the facility.
- j. **Outdoor Sports Complexes and Multi-Field Complexes:** In addition to the requirements of Paragraph II(e), outdoor sports complexes and multi-field complexes may continue to host team organized practices and games subject to the following limitations:
 - i. The number of fans around the field shall be limited to ensure a minimum of six feet of separation between persons not in the same household.
 - ii. Concession stands may be open subject to the following limitations: (i) employees/volunteers operating the concession stand that come into direct contact with customers shall be provided a cloth mask and required to wear the mask while on duty; (ii) social distancing (of a minimum of six feet) shall be observed by customers waiting in line at the concession stand; (iii) customers/guests are not permitted to congregate in the area of the concession stand; and (iv) before beginning their work shift, all concession stand employees shall be screened for any symptoms of COVID-19. "Grab and go" food and beverage services are strongly encouraged, and condiments shall be offered only as single-serve condiments.
 - iii. Prominent signage shall be posted at all points of entry mandating that attendees shall maintain a minimum of six feet of separation from all persons not in their household, and that attendees shall not enter the venue if they display any symptoms of COVID-19.
 - iv. Fans are strongly encouraged to wear a face covering, covering their nose and mouth, while attending games.
 - v. Every league, tournament, event or facility shall have a dedicated Safety Officer to ensure that all elements of social distancing are enforced. The Safety Officer shall have sufficient staff to ensure that strict social distancing is observed by all players, coaches and fans at all times.
- k. **Outdoor and Indoor Arenas:** In addition to the requirements of Paragraph II(e), the number of guests in an outdoor and indoor arenas shall be no greater than 25% of the maximum seating capacity. Concession stands may be open subject to the following limitations: (i) employees/volunteers operating the concession stand that come into direct contact with customers shall be provided a cloth mask and required to wear the mask while on duty; (ii) social distancing (of a minimum of six feet) shall be observed by customers waiting in line at the concession stand; (iii) customers/guests are not permitted to congregate in the area of the concession stand; and (iv) before beginning their work shift, all concession stand employees shall be screened for any symptoms of COVID-19. "Grab and go" food and beverage services are strongly encouraged, and condiments shall be offered only as single-serve condiments.

1. ***K-12 Organized Extracurricular Events:*** Attendance at K-12 outdoor and indoor organized extracurricular events, including but not limited to athletic competitions, band performances and concerts, cheer performances, and theater performances shall be permitted subject to the following limitations:
 - i. Attendance shall be limited to a maximum of 50% of an outdoor venue's seating capacity or 25% of an indoor venue's seating capacity (excluding coaches, directors, teachers, referees/officials, medical personnel, staff/workers and press/media) depending on space available to ensure a minimum of six feet social distancing between persons not in the same household.
 - ii. Face coverings shall be worn by all attendees 6 years of age or older to enter and exit the venue, at all times when attendees are "in transit" within the venue, in restrooms and concession sales areas, and when it is not possible to maintain a minimum of six feet of separation from persons not in the same household. Face coverings are recommended and strongly encouraged in seating areas even when it is possible to maintain six feet of separation from persons not in the same household. All employees, staff, workers and volunteers are strongly encouraged to wear a face covering, covering the nose and mouth, while on duty.
 - iii. Attendees shall at all times attempt to maintain a minimum of six feet of separation from persons not in their household.
 - iv. Prominent signage shall be posted at all points of entry mandating that a face covering shall be worn in compliance with the requirements herein, that attendees shall maintain a minimum of six feet of separation from all persons not in their household, and that attendees shall not enter the venue if they display any symptoms of COVID-19.
 - v. Concession stands may be open subject to the following limitations: (i) employees/volunteers operating the concession stand that come into direct contact with customers shall be provided a cloth mask and required to wear the mask while on duty; (ii) social distancing (of a minimum of six feet) shall be observed by customers waiting in line at the concession stand; (iii) customers/guests are not permitted to congregate in the area of the concession stand; and (iv) before beginning their work shift, all concession stand employees shall be screened for any symptoms of COVID-19. "Grab and go" food and beverage services are strongly encouraged, and condiments shall be offered only as single-serve condiments.
 - vi. Every K-12 organized extracurricular event shall have a dedicated Safety Officer to ensure that all limitations contained in this Executive Order are observed and enforced. The Safety Officer shall have sufficient staff to ensure compliance with these limitations.
- m. ***College and University Outdoor Stadiums:*** Attendance at events held in college and university outdoor stadiums shall be permitted subject to the following limitations:
 - i. Seating Capacity:
 1. Bowl seating: Bowl seating shall be limited to a maximum of 25% seating capacity depending on space available to ensure a minimum of six feet of social distancing between persons not in the same household.
 2. Club areas: Indoor club areas shall be limited to a maximum of 75% seating capacity depending on space available to ensure a minimum of six feet social distancing between persons not in the same household, with an additional 25% seating capacity in any outdoor seating areas.
 3. Suites: Suite capacity shall be limited to a maximum of 75% seated capacity (indoor and outdoor) depending on space available to ensure a minimum of six feet social distancing between persons not in the same household.
 - ii. Outdoor Social Gatherings Around College and University Stadiums:

All game day/event day social gatherings outside college and university stadiums shall be strictly prohibited. This prohibition applies to all tailgating, picnics, fanfare areas, and the like.

iii. College and University Stadium Operations:

1. Face coverings shall be worn by all attendees 6 years of age or older to enter and exit a college or university stadium, at all times when attendees are “in transit” within the concourse, elevators, restrooms, and concession sales areas and when it is not possible to maintain a minimum of six feet of separation from persons not in the same household. Face coverings are recommended and strongly encouraged in seating areas even when it is possible to maintain six feet of separation from persons not in the same household. All credentialed game day workers and employees are strongly encouraged to wear face coverings at all times.
2. Attendees shall at all times attempt to maintain a minimum of six feet of separation from persons not in the same household.
3. Prominent signage shall be posted in parking lots, pedestrian paths to the stadium, at all points of entry and in the area of concessions and restrooms mandating that a face covering shall be worn in compliance with the requirements herein, that attendees shall maintain a minimum of six feet of separation from all persons not in the same household and that attendees shall not enter the stadium if they display any symptom of COVID-19.
4. All stadium entry/exit gates and restrooms shall be open. Social distancing (of a minimum of six feet) shall be observed by all attendees waiting in line at stadium gates and restrooms. Attendees shall not be permitted to congregate in the area of stadium gates or restrooms.
5. Concession stands may be open subject to the following limitations: (i) employees/ volunteers operating the concession stand that come into direct contact with customers shall be provided a cloth mask and required to wear the mask while on duty; (ii) social distancing (of a minimum of six feet) shall be observed by customers waiting in line at the concession stand; (iii) customers/guests are not permitted to congregate in the area of the concession stand; and (iv) before beginning their work shift, all concession stand employees shall be screened for any symptoms of COVID-19. “Grab and go” food and beverage services are strongly encouraged, and condiments shall be offered only as single-serve condiments.
6. Hand sanitizing and/or hand washing stations shall be available at all entry gates, in stadium concourses and throughout all stadium areas.
7. To the extent possible, all transactions shall be contactless or touchless such as mobile ticketing, contactless—ticket scanning, touchless restroom fixtures, cashless concession sales, and the like.
8. Elevator capacity shall be restricted to family units or a maximum of five (5) attendees based on manufacturer/service provider recommendations. The use of pedestrian ramps shall be encouraged.
9. Sideline regulations shall be strictly enforced to minimize the number of individuals on the field to those who are essential for game play.
10. The college or university shall designate a Safety Officer with staff in a sufficient number to ensure that all limitations contained in this Executive Order are observed and enforced.

- n. **Other Activities:** All other activities and events, including outdoor events, not otherwise provided for herein, in addition to the requirements of Paragraph II(e) and subject to the limitations or requirements imposed by County and Local Municipal Authorities, shall limit attendance to no greater than 75% percent capacity or, if in large open areas, limit capacity depending on space available to ensure a minimum of six feet social distancing between persons not in the same household. Organizers should ensure that attendees not be permitted to congregate in groups larger than the **Group Gathering** limitations provided herein, and shall take actions and implement measures based on good-faith efforts to comply with the CDC’s and Mississippi State Department of Health’s regulations and guidelines to prevent the spread of COVID-19.

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

III. Courts Are Open:

- a. Pursuant to Article 3, §§ 24, 25, 26, and 26A of the Mississippi Constitution, and consistent with administrative orders of the Supreme Court of the State of Mississippi, all State Courts are open to fulfill their constitutional and statutory duties.
- b. Nothing in this or any Executive Order issued in response to COVID-19 is intended to conflict with or otherwise infringe upon any administrative order issued by or under the direction of the Supreme Court of the State of Mississippi.

IV. Enforcement of Safe Recovery Order:

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

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

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

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

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

DONE in the City of Jackson, on the 30th day of September, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fifth.


TATE REEVES
GOVERNOR



BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 10-6-2020
PAGE: Page 1 of 2

SUBJECT: Consideration of the appointment of Jessica Hill as an Election Commissioner to complete the current term ending June 30, 2021.

AUTHORIZATION HISTORY: The current Election Commission was appointed 9-18-18 to a term ending June 30, 2021, but due to the resignation of Jason Hauser, there is an unfilled Commissioner position.

MS - Mississippi Code of 1972 Annotated Miss. Code Ann. § 23-15-221:

(1) The governing authorities of municipalities having a population of less than twenty thousand (20,000) inhabitants according to the last federal decennial census shall appoint three (3) election commissioners; the governing authorities of municipalities having a population of twenty thousand (20,000) inhabitants or more and less than one hundred thousand (100,000) inhabitants according to the last federal decennial census shall appoint five (5) election commissioners; and the governing authorities of municipalities having a population of one hundred thousand (100,000) or more according to the last federal decennial census shall appoint seven (7) election commissioners. The municipal election commissioners, in conjunction with the municipal clerk, shall perform all the duties in respect to the municipal election prescribed by law to be performed by the county election commissioners where not otherwise provided.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

FOR MORE INFORMATION CONTACT: Mayor Lynn Spruill or City Clerk Lesa Hardin

SUGGESTED MOTION: Approval of the appointment of Jessica Hill as an Election Commissioner to complete the current term ending June 30, 2021.

9/20/2020

Mayor Spruill,

My name is Jessica Hill. I am contacting you in regards to the city election official position that recently opened. I am interested in learning more about the qualification and how to apply for this position.

I have twenty plus years of employment experience, with more than ten of those twenty years of experience were in some form of leadership. I have held various professional titles such as graduate research assistant, educational technologist, quality assurance analyst, and quality engineer. I was born and raised in the Starkville community. I have a huge heart for the Starkville community and have vested many years working and exemplifying what it is like to advocate and represent such a great community. I can provide more information about my work history upon request.

I would like to receive more information regarding this position. You may contact me via email jah2582@gmail.com.

Best Regards,
Jessica Hill



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 10.06.2020
PAGE: 1**

SUBJECT: Discussion and consideration to fill two vacancies for the Starkville Housing Authority Board of Trustees; term appointments for both vacancies will be for a five-year period, October 7, 2020 – October 7, 2025.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: The two vacant positions were previously held by Mr. Willie Gillespie, who has served the board in this capacity for one-term; and Mr. Loren “Bo” Bell, who filled a vacancy of an unexpired term and one complete term.

The vacancy was advertised in the Starkville Daily Newspaper on the following dates: September 24, 25, 27, 29. Three letters of interest was received from the individuals listed below.

Mr. William Slade Ferguson
Mr. Willie Gillespie
Mr. Loren “Bo” Bell

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to fill the two vacancies on the Starkville Housing Authority Board for appointment terms of October 7, 2020 – October 7, 2025.

September 22, 2020

Mayor Lynn Spruill
110 W Main Street
Starkville, MS 39759

Dear Mayor-

I am sending this letter requesting re-appointment to the Starkville Housing Authority board. I feel that I bring several qualities to this organization:

- HUD nationally certified commissioner (1 of 2 on our 5 member board)
- Personal relationships with many of our residents
- experience of our rules and regulations
- knowledge of our history and expectations
- broad base of personal and business related experience

I have been elected by the Starkville Housing Authority Board of Commissioners to serves as Chairman and am both humbled and motivated by this action. I would appreciate you and your boards support in to continuing to serves in this capacity. We have a huge responsibility to provide to our residents the very best and safest housing that we can. I think we have done a good job but have even higher expectations for us in the future. Thank you.

Sincerely,



Loren "Bo" Bell

CC: Board of Alderman

Willie E. Gillespie
102 Aztec Street
Starkville, MS 39759

September 28, 2020

Mayor Lynn Spruill
Office of the Mayor
Starkville, MS 39759

Dear Mayor Spruill,

I am writing to ask that I be considered for reappointment to the Starkville Housing Authority Board of Commissioners for another term. My current term will expire in September 2020, and I feel that I still have some necessary skills to contribute to the housing authority.

I have enjoyed serving as a Commissioner and I am seeking a chance to continue to work with the citizens of Starkville, MS. I know that being on this board is a very momentous position, and I am willing to continue to be a responsible contributor to the best of my abilities.

Please accept my request at your next Board of Alderman meeting. Thank you in advance.

Respectfully,

A handwritten signature in black ink that reads "Willie Gillespie". The signature is written in a cursive style with a large, stylized "W" and "G".

Willie E. Gillespie



Vickie Hampton <v.hampton@cityofstarkville.org>

Housing Authority

1 message

Slade Ferguson <sladeferguson@yahoo.com>

Wed, Sep 2, 2020 at 9:24 AM

To: "v.hampton@cityofstarkville.org" <v.hampton@cityofstarkville.org>

Cc: Emily Corban <e.corban@cityofstarkville.org>, Lynn Spruill <l.spruill@cityofstarkville.org>

Good morning,

Please see attached resume and letter of interest. I am aware there are several spots coming available on the housing authority over the remaining months of this year. I would like to be considered for one of these openings.

Thank you,

Slade Ferguson
662-579-5725

2 attachments



Slade Resume.pdf
166K



Housing Authority.docx
12K

WILLIAM SLADE FERGUSON, CAM

Ph: 6625795725

sladeferguson@yahoo.com

Professional Summary

I am an outgoing and personable property management professional who has worked in several different positions in student housing, multifamily, and single-family developments. I use my experience and knowledge in the student housing industry along with a personable approach to increase both occupancy and NOI.

Experience

Property Manager – May 2019 – Present

Trinity Property Consultants, Starkville, MS, Auburn AL

- Executed the properties marketing plan and maximized use of the marketing software increasing prospect traffic weekly.
- Maintain monthly delinquency of less than 1.5%.
- Increased occupancy of my last property from 87% to 96% over the course of four months.
- Orchestrated a property overhaul to include overdue inspections, file audits, staff training, and gaining resident trust.
- Successfully implemented and executed turnover at a student property, turning 60% of the property in 10 days.
- Successfully assist with operations with properties in MS, AL, and LA.

Assistant Property Manager – Feb 2019 – May 2019

Trinity Property Consultants, Starkville, MS

- Promoted in first month from Leasing Manager due to hard work and dedication to work responsibilities.
- Oversee day to day operations of leasing staff to ensure the highest prelease percentage possible.
- Conduct regular market surveys to stay ahead of the competition in the rental market.
- Coordinate with residents who currently have a delinquent balances to develop a payment plan or file for eviction if needed.

Account Executive Sep 2018 – Feb 2019

Starkville Daily News, Starkville, MS

- Maintain Assigned account bases while developing new accounts.
- Locate and contact potential clients to offer advertising services
- Provide clients with estimates of the costs of advertising products or services.

Resident Services Manager Jun 2017 – Aug 2018

The Retreat at Starkville Starkville, MS

- Operate computers programmed with accounting software to record, store, and analyze information.
- Check figures, postings, and documents for correct entry and mathematical accuracy.
- Direct and coordinate organization's financial and budget activities to fund operations, maximize investments, and increase efficiency.
- Assist in the hiring, training, or performance evaluations of leasing staff and oversee their daily activities.

REALTOR / Property Manager Feb 2016 – Jun 2017

Maroon and White Realty Starkville, MS

- Promote sales of properties through advertisements, open houses, and participation in multiple listing services.
- Confer with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates.
- Prepare documents such as representation contracts, purchase agreements, closing statements, deeds, and leases.
- Investigate complaints, disturbances and violations and resolve problems following management rules and regulations.

Leasing Consultant Feb 2015 – Jan 2017

Lakeside Student Living Starkville, MS

- Performed administrative duties such as rent collection, communicating with tenants via written correspondence, maintaining property and facilities, and administering lease closings.
- Greeted, pre-qualified, and followed-up with prospective tenants; process and verified eligible tenant applications.
- Maintained units to ensure market-readiness, coordinated and led apartment tours, answered questions and highlighted selling features and property amenities.

Education:

Associate of Arts: Business Itawamba Community College May, 2013 Fulton, MS

Certified Apartment Manager - NAA

Real Estate License – Mississippi Realtor Institute

References:

Available upon request.



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

AGENDA ITEM DEPT.: Aldermen
AGENDA DATE: October 6, 2020
PAGE: 1 of 1

SUBJECT: Consideration of implementation of salary adjustments based on market survey and updating salaries to include longevity raises suspended in FY20.

AMOUNT & SOURCE OF FUNDING: 001-900-990-908, contingency fund along with various workers compensation lines in department budgets

HISTORY: A market survey of City of Starkville salaries was completed September, 2019 with the assistance of the Stennis Institute. The Board accepted those recommendations and budgeted implementation of recommended adjustments for April, 2020. As part of expense reductions related to the Covid-19 pandemic, those adjustments were suspended and rebudgeted for January 2021. Also as part of expense reductions, longevity adjustments were suspended from March thru September, 2020.

Recently the City has received notification of a one-time 20% emergency relief discount in workers compensation costs for FY21. That discount is sufficient to allow moving the implementation of both the salary adjustments and the reinstatement of longevity adjustments effective with the first pay period ending in October.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

SUGGESTED MOTION: Approval of advancing the date to the first pay period beginning in October, 2020 for implementation of the salary/wage adjustments budgeted for January, 2021 and adjusting base salaries/wages to reflect longevity adjustments suspended from March thru September, 2020.



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

AGENDA ITEM DEPT.: Community Dev.- Code
AGENDA DATE: October 6, 2020
PAGE: Page 1of 16

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the properties located at 99 Walden Way; 108 Tanglewood Drive; and 203 McKinley Street are menaces to the public health, safety, and welfare of the community.

SUMMARY:

After inspections, code enforcement letters were sent out to the following properties:

99 Walden Way (117C-00-030.00) – A notification letter was sent to the owner on August 5, 2020;

108 Tanglewood Drive (117E-00-053.00) – Each notification for both overgrown lot and junk vehicle issues was sent on August 13, 2020;

203 McKinley Street (102B-00-037.00) – A notification letter was sent to the owner on September 8, 2020;

No progress has been made to the properties so far.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approval of initiating a public hearing on October 6, 2020, under Miss. Code Ann. § 21-19-11 to determine whether the properties located at 99 Walden Way; 108 Tanglewood Drive; and 203 McKinley Street are menaces to the public health, safety, and welfare of the community.



FIRST NOTICE OF VIOLATION

John Howard Patton
99 Walden Way
Starkville, MS 39759

Case No. 20-000523
Issued: August 05, 2020

VIOLATION LOCATION

99 Walden Way
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 2 Northgate Sub

An inspection of the above referenced property was made on August 04, 2020. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than August 14, 2020.

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

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-2525.

Issued By:

Jeffery Lyles

RECIPIENTS: John Howard Patton

Violations Listing

Overgrown Lots [Section 16.5]

Reported By: Jeffery Lyles on Aug 04, 2020 at 2:02 PM

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

CORRECTION

DESCRIPTION

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

REQUIRED

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



Sep 28, 2020 at 11:56:11 AM
2-102 Walden Way
Starkville MS 39759
United States



Sep 28, 2020 at 11:56:15 AM
2-102 Walden Way
Starkville MS 39759
United States





OkTibbeha County Mississippi

Property Link OKTIBBEHA COUNTY, MS

Current Date 9/24/2020

Tax Year 2019

Records Last Updated 9/23/2020

PROPERTY DETAIL

OWNER PATTON JOHN HOWARD **ACRES : **NA****
 99 WALDEN WAY **LAND VALUE : 45000**
IMPROVEMENTS : 229980
 STARKVILLE MS 39759 **TOTAL VALUE: 274980**
ASSESSED : 27498

PARCEL 117C-00-030.00
ADDRESS 99 WALDEN WAY

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	1364.86	1364.86	0.00
CITY	773.52	773.52	0.00
SCHOOL	1639.57	1639.57	0.00
TOTAL	3777.95	3777.95	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 3 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LOT 2 NORTHGATE SUB
HOMESTEAD CODE	REG	2014/6498 2017/7254 2017/8538
TAX DISTRICT	2110	MAP 117C DB/PG 627/226 2012/52
PPIN	010458	56
SECTION	26	B 2017 P 8538 09/14/2017
TOWNSHIP	19N	
RANGE	14E	

Book 2017 **Page** 8538

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By.</u>
NO TAX SALES FOUND		

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



FIRST NOTICE OF VIOLATION

Justin C Miller
108 Tanglewood
Starkville, MS 39759

Case No. 20-000546
Issued: August 13, 2020

VIOLATION LOCATION

108 Tanglewood,
Starkville, MS 39759

LEGAL DESCRIPTION

Pt Lot 8 & All Of Lot 9tanglewood S/d

An inspection of the above referenced property was made on August 13, 2020. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than August 23, 2020.

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

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-2525.

Issued By:

Lyle McCaskey

RECIPIENTS: Justin C Miller

Violations Listing

Junk Vehicle [Section 16.3]

Reported By: Jeffery Lyles on Aug 13, 2020 at 2:28 PM

A junked vehicle shall not be located on any lot within the City with the following exceptions: A. Any junk vehicle that is stored within an enclosed building and is not visible from the public right-of-way or adjacent property. B. Any vehicle on private property associated with a vehicle repair and maintenance business. C. Any licensed or unlicensed inoperable vehicle stored on private property either in an enclosed structure or outdoors, provided that the area the vehicle is stored in meets the following: 1. That the area is maintained in such a manner that it does not constitute a health hazard. 2. That the vehicle is not visible from the right of way. 3. That the vehicle is situated so as to not cause any substantial devaluation of property within the area. 4. That the area is fenced to prevent the area from becoming an attractive nuisance for children."

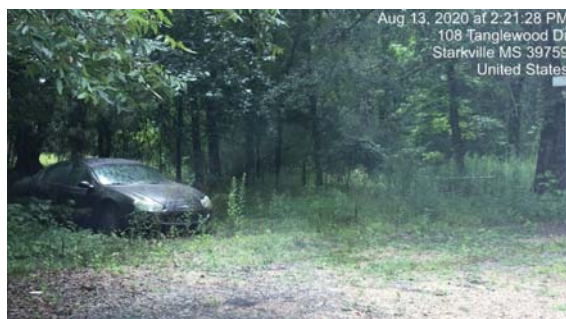
CORRECTION

DESCRIPTION

Remove Junk Vehicle

REQUIRED

In addition to the following processes and procedures for issuance of a code violation as stated in Section 3.19, an orange sticker shall be placed on the vehicle if accessible to the Code Enforcement Officer. The orange sticker shall serve as the written violation notice to the property owner. The time frame for removal vehicle or any other corrective action shall be from ten (10) days of the placement of the orange sticker.





FIRST NOTICE OF VIOLATION

Justin C Miller
108 Tanglewood
Starkville, MS 39759

Case No. 20-000545
Issued: August 13, 2020

VIOLATION LOCATION

108 Tanglewood,
Starkville, MS 39759

LEGAL DESCRIPTION

Pt Lot 8 & All Of Lot 9tanglewood S/d

An inspection of the above referenced property was made on August 13, 2020. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than August 23, 2020.

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

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-2525.

Issued By:

Lyle McCaskey

RECIPIENTS: Justin C Miller

Violations Listing

Overgrown Lots [Section 16.5]

Reported By: Jeffery Lyles on Aug 13, 2020 at 2:27 PM

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

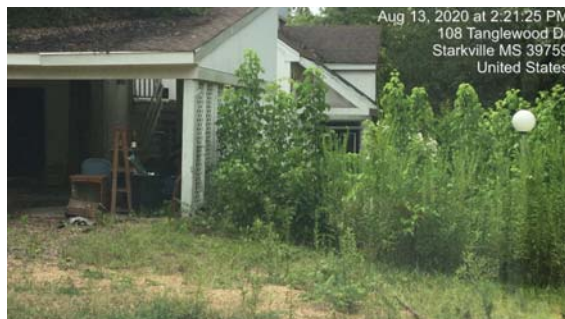
CORRECTION

DESCRIPTION

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

REQUIRED

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







OkTibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 9/24/2020

Tax Year 2019

Records Last Updated 9/23/2020

PROPERTY DETAIL

OWNER MILLER JUSTIN C
108 TANGLEWOOD
STARKVILLE MS 39759

ACRES : **NA**
LAND VALUE : 50000
IMPROVEMENTS : 193610
TOTAL VALUE: 243610
ASSESSED : 24361

PARCEL 117E-00-053.00
ADDRESS 108 TANGLEWOOD

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	1192.05	1192.05	0.00
CITY	685.27	685.27	0.00
SCHOOL	1435.41	1435.41	0.00
TOTAL	3312.73	3312.73	0.00

A Print Fee May Apply, Contact County For Total.**LAST PAYMENT DATE** 1 / 3 / 2020**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL	PT LOT 8 & ALL OF LOT 9
HOMESTEAD CODE	REG	TANGLEWOOD S/D
TAX DISTRICT	3110	882/504 2013/328
PPIN	009266	MAP 117E DB/PG 671/738 734/399
SECTION	26	B 2013 P 328 01/17/2013
TOWNSHIP	19N	
RANGE	14E	

Book 2013**Page** 328[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By.</u>
NO TAX SALES FOUND		

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



FIRST NOTICE OF VIOLATION

Wayne Grayer
818 Collier Rd
Starkville, MS 39759

Case No. 20-000648
Issued: September 08, 2020

VIOLATION LOCATION

203 McKinley,
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on September 08, 2020. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than September 18, 2020.

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

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-2525.

Issued By:

Jeffery Lyles

RECIPIENTS: Wayne Grayer

Violations Listing

Overgrown Lots [Section 16.5]

Reported By: Jeffery Lyles on Sep 08, 2020 at 9:40 AM

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

CORRECTION

DESCRIPTION

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

REQUIRED

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



Sep 28, 2020 at 11:43:18 AM
203 McKinley St
Starkville MS 39759
United States



OkTibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 9/24/2020

Tax Year 2019

Records Last Updated 9/23/2020

PROPERTY DETAIL

OWNER GRAYER WAYNE F ETUX
818 COLLIER RD

STARKVILLE MS 39759

ACRES : **NA**

LAND VALUE : 22000

IMPROVEMENTS : **NA**

TOTAL VALUE: 22000

ASSESSED : 3300

PARCEL 102B-00-037.00
ADDRESS 203 MCKINLEY

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	181.80	0.00	193.62
CITY	92.83	0.00	98.86
SCHOOL	214.76	0.00	228.72
TOTAL	489.39	0.00	0.00

6.00% Penalty-Call County Official For Total
A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE

HOMESTEAD CODE None

TAX DISTRICT 1110

PPIN 006228

SECTION 03

TOWNSHIP 18N

RANGE 14E

LEGAL LOT 6 C 40' ON MCKINLEY ST
CITY BLK 48

1007/151 2012/567 2012/996

MAP 102B DB/PG 253/468 13/349

B 2012 P 996 02/10/2012

Book 2012

Page 996

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2019	BENNETT TAX CO INC	NOT REDEEMED
2018	WILLIAMS-MCGEE DANIELLE	NOT REDEEMED
2017	WILLIAMS-MCGEE DANIELLE	NOT REDEEMED
2016	WARNKEN PAMELA H	NOT REDEEMED
2015	WARNKEN PAMELA H	NOT REDEEMED
2014	BOAZ TAX SALE PROPERTIES LLC	NOT REDEEMED
2013	MONT'S GRADY	8/25/2016 GRAYER WAYNE F ETUX
2012	MAXINE SMITH FOSTER FAMILY TRUST	8/25/2015 GRAYER WAYNE
2011	OVERFLOW ENTERPRISES LLC	8/27/2014 MOORE DWAYNE

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



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 6, 2020
PAGE: Page 1 of 8

SUBJECT:

Consideration of FP 20-05 request for final plat approval for aggregating two lots with a total acreage of 0.38 acres into one lot located at 105 W. Gillespie Street in a TN-E zoning district with the parcel numbers 102A-00-196.00 and 102A-00-197.00.

SUMMARY:

The applicant Mike Brent, on behalf of Kerbie Loonie, is requesting Final Plat approval for a minor subdivision. The two parcels that are being aggregated are located at 107 and 105 West Gillespie Street. The newly created lot will be addressed as 105 West Gillespie Street. The proposed subdivision is named "Lot 1-A and Lot 1-B Block 42 Resubdivision Final Plat". The total land acreage is +/- 0.38 acres for the combined lots and the lot is located in a Traditional Neighborhood-Existing (TN-E) zoning district. The Development Review Committee reviewed the Final Plat on September 17, 2020 and determined the final plat to be acceptable.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of FP 20-05 a request for Final Plat approval for "Lot 1-A and Lot 1-B Block 42 Resubdivision Final Plat".

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
MAYOR AND BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: FP 20-05 Request for Final Plat approval for aggregating two lots with a total acreage of 0.38 acres into one lot located at 105 W. Gillespie Street in a TN-E zoning district with the parcel numbers 102A-00-196.00 and 102A-00-197.00.
Date: October 6, 2020

The purpose of this report is to provide information regarding Final Plat request by Mike Brent on behalf of Kerbie Loonie for the "Lot 1-A and Lot 1-B Block 42 Resubdivision Final Plat" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on September 17, 2020 and recommended approval of the plat.
- The subject property previously received a variance from front setback requirements at the March 27, 2019 Board of Aldermen meeting.

GENERAL INFORMATION

- The proposed subdivision is located at 107 and 105 W. Gillespie Street in a TN-E zoning district.
- The gross acreage is +/- 0.38 for the one lot. The proposed gross density is 3 units per acre.
- All easements and dedications are provided on the final plat.
- The new lot will be addressed as 105 West Gillespie Street.
- Potable water, sanitary sewer, and electrical utility services are provided by Starkville Utilities.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filed with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.

- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Residential Use in a TN-E zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Primary Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B. Primary Building Setbacks (cont.)	TN-E
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of primary building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
E1 Principle building(s) (max)	30', 2 story
E. Height (cont.)	TN-E
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than primary building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-E
F1 Street-facing primary entrance along street	yes

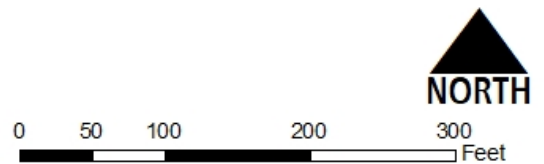
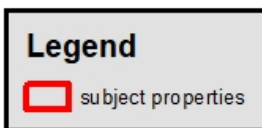
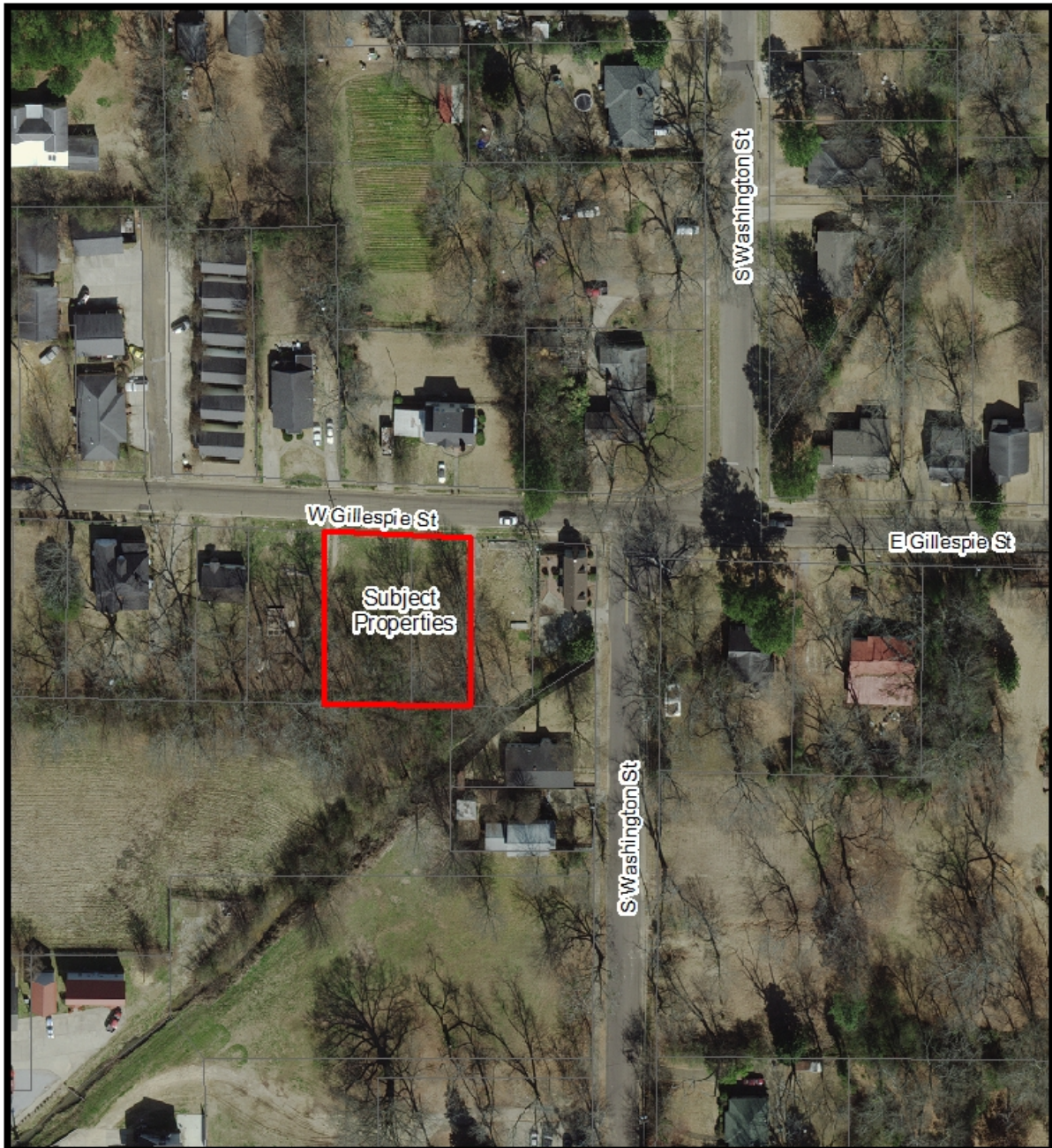
ANALYSIS

In the opinion of the Planning Department the proposed Final Plat request could meet the criteria for final plat review and approval of Section 3.12.2.C of the UDC.

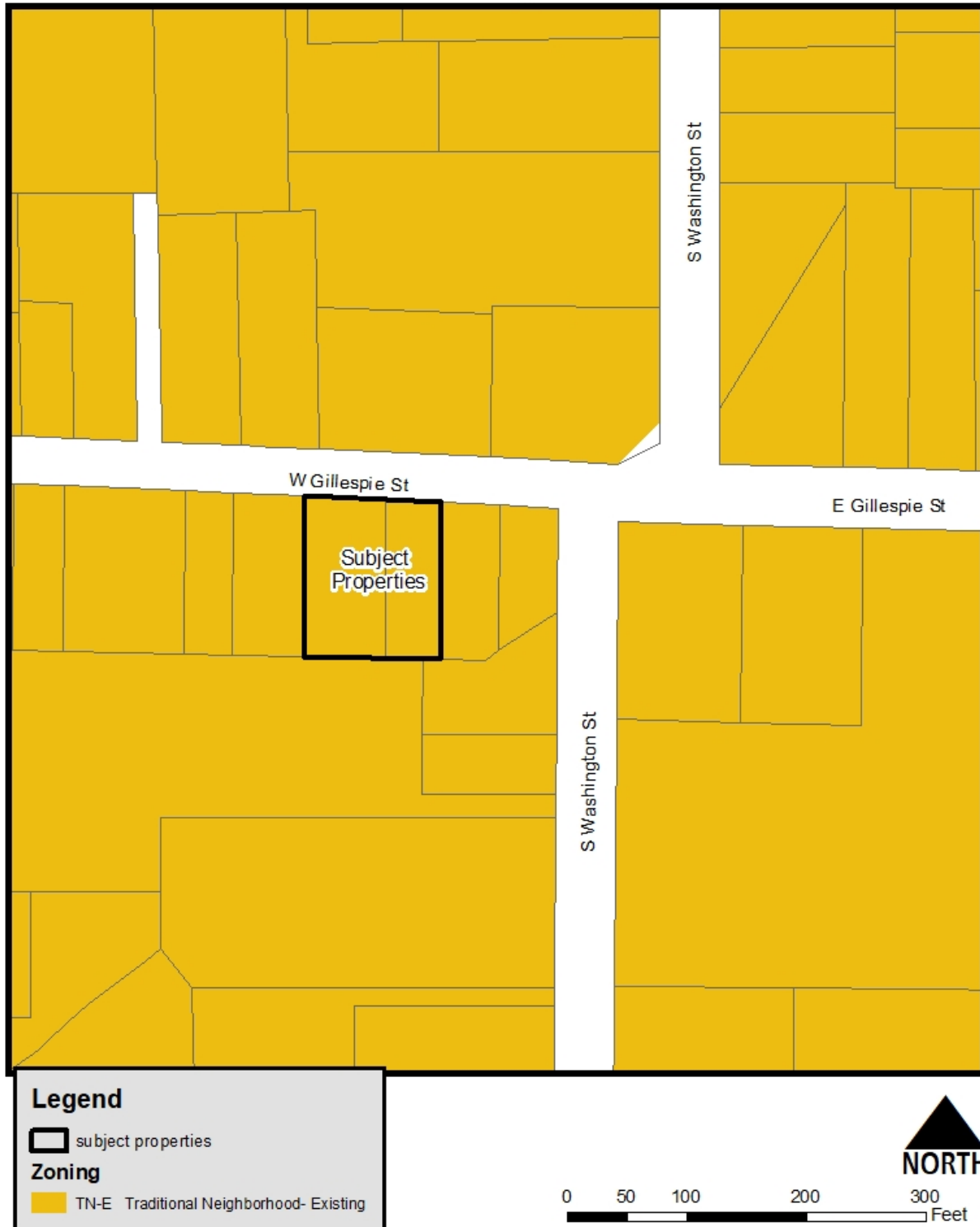
CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
SE FP 20-05 Aerial



Attachment 2
SE FP 20-05 Zoning



CL GILLESPIE STREET (40' ROW)

POINT OF BEGINNING
3' WEST OF THE NORTHWEST CORNER
OF LOT 1-B, BLOCK 42 OF THE OFFICIAL
CITY MAP OF STARKVILLE, MICHAEL BAKER, 1974 EDITION

CL WASHINGTON STREET

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

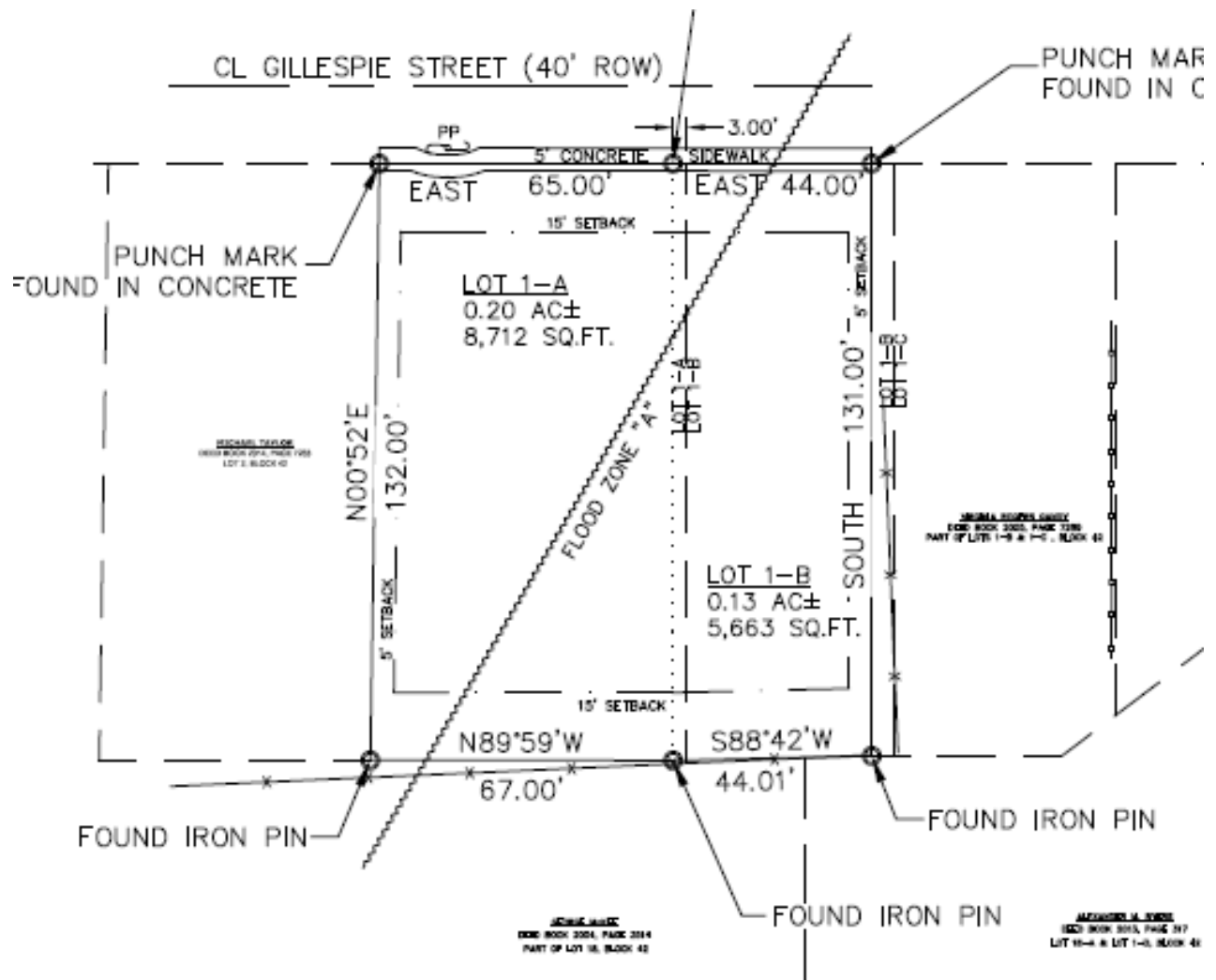
DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

DEED OF DONATION

TO HAVE AND TO HOLD unto the said City of Starkville, Mississippi, the said Lot 1-A and Lot 1-B, together with all and singular rights and appurtenances thereto in anywise by any laws or customs heretofore or hereafter made touching or concerning the same, unto the said City of Starkville, Mississippi, and unto the heirs and assigns forever.

Attachment 4- Enlarged Final Plat





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10.06.2020
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for the Louisville Street Sidewalk Project from H&H Construction and Excavating, LLC and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING This project will be funded through bond funds allocated for sidewalks

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

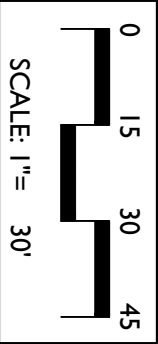
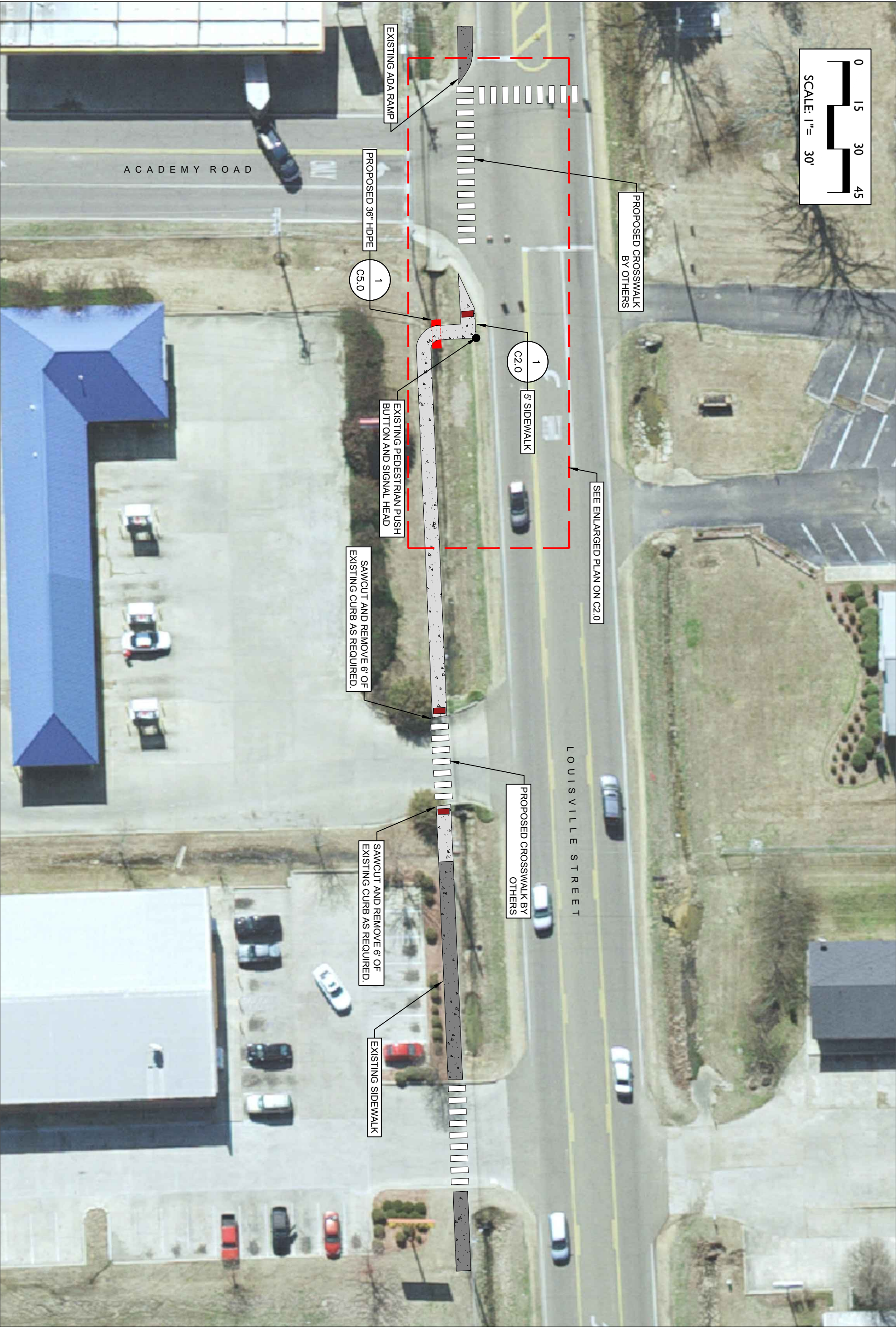
FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans Louisville Street sidewalk project. This proposal is to build a sidewalk on the east side of Louisville Street from an existing sidewalk at Dollar General to the Academy Road intersection. These plans were initially developed as part of the Louisville Street TAP project but this segment was eliminated from those plans due to budget constraints of the grant.

We received 2 quotes on the project which are found below:

H&H Construction and Excavating, LLC	\$11,924.00
Groundstone Construction	\$16,752.40

SUGGESTED MOTION: Move for approval to accept the low quote for the Highway 12 Sidewalk Project from H&H Construction and Excavating, LLC and authorizing the Mayor to execute a construction contract.



DATE: SEPTEMBER 2020
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: CAB
Q.C. BY: ECK
SCALE: 1:30
PROJECT #: 20025

SHEET NUMBER#:
CI.0

REVISIONS:

LOUISVILLE STREET IMPROVEMENTS
STARKVILLE, MS

PROPOSED IMPROVEMENTS



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:10.06.2020
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for the Briarwick concrete roadway project from Groundstone Construction and authorizing the Mayor to execute a construction contract.

AMOUNT & SOURCE OF FUNDING This project will be funded through FEMA disaster funding

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering Department

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached are the plans Briarwick concrete roadway project. This segment of roadway was damaged as part of Storm Olga and the City received disaster relief funding to repair it.

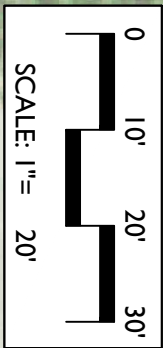
We have performed a geotechnical investigation to determine the pavement depth and supporting base type and depth.

This area of roadway has been problematic for some time due to the amount and velocity of water being discharged into the roadway at this location. It is proposed to construct a segment of concrete roadway where the velocity is highest and to provide asphalt tie ins on either side.

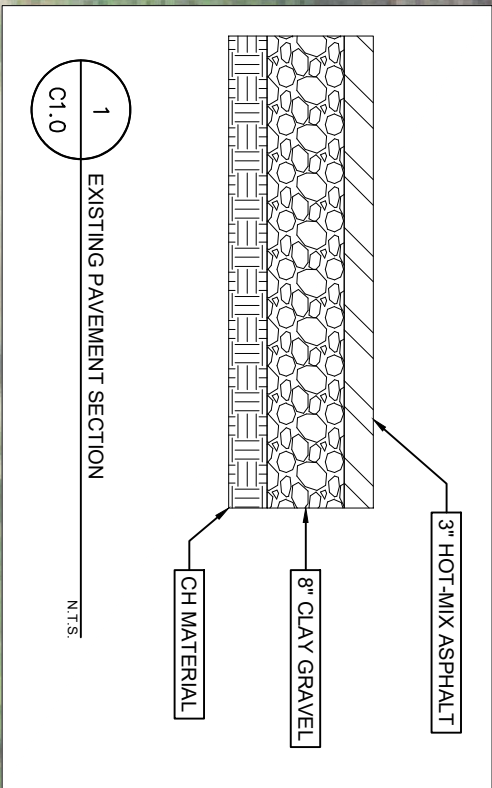
We received 2 quotes on the project which are found below:

Groundstone Construction	\$9,660.00
H&H Construction and Excavating, LLC	\$10,500.00

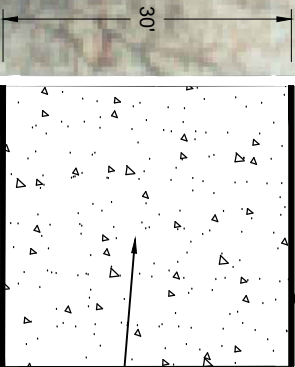
SUGGESTED MOTION: Move for approval of accepting the low quote for the Briarwick concrete roadway project from Groundstone Construction and authorizing the Mayor to execute a construction contract.



CONTRACTOR TO LEAVE ONE LANE OF TRAFFIC OPEN AT ALL TIMES.
CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL PLAN AND MAINTENANCE.



ASPHALT OVERLAY BY OTHERS



CONCRETE FINISH GRADE TO MATCH EXISTING ASPHALT

SAWCUT (TYP.)



EXISTING CONCRETE AND GUTTER TO REMAIN UNDISTURBED.

LEGEND

CONCRETE PAVEMENT

MILL & NEW ASPHALT OVERLAY

ASPHALT PAVEMENT TO REMAIN UNDISTURBED



DATE: AUGUST 2020
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: CAB
Q.C. BY: ECK
SCALE: 1/20
PROJECT #: 20028

SHEET NUMBER#:
C1.0

REVISIONS:

BRIARWICK DRIVE
BASE MAP
STARKVILLE, MS

BRIARWICK DRIVE STREET IMPROVEMENTS



HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/06/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCES OF FUNDING: FY 2019 – 2020 & FY 2020-2021 Budgets

FISCAL NOTE: Total Claims for the FY 20 Claims Docket Ending Sept. 30, 2020 is \$3,526,987.32
Of which the claims amount for Starkville Utilities is \$1,942,946.63

Total Claims for the FY 21 Claims Docket Ending Oct. 01, 2020 is \$ 298,213.71
Of which the claims amount for Starkville Utilities is \$ 0.00

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 30, 2020 for fiscal year ending 09/30/20 and the City of Starkville claims docket for all departments including Starkville Utilities Department as of October 1, 2020 for fiscal year ending 09/30/21, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/06/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2019 – 2020 Budget

FISCAL NOTE: Total Claims for the FY 20 Claims Docket Ending September 30, 2020 is \$3,526,987.32
Of which the claims amount for Starkville Utilities is \$1,942,946.63

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 30, 2020 for fiscal years ending 09/30/20, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU CONTROLLER & TREASURER*	364546-GC-1	09/03/2020	LAFAYETTE ST LIGHTING	001-000-365-637	1,917.00
WALMART - GENERAL CITY	06837	09/10/2020	STARTERS	001-000-160-697	5.76
WALMART - GENERAL CITY	07518	09/10/2020	REFRESHMENTS FOR REMEMBRANCE CEREMONY	001-000-160-697	60.38
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-000-054-205	867.85
WALMART - GENERAL CITY	08065	09/14/2020	DRINKS FOR INTERVIEW BOARD	001-000-160-697	15.02
DISTRICT ATTORNEY'S OFFICE	1901-0219	09/14/2020	SEIZED FUNDS FROM CASE# 1901-0219 GAGE LECOMPT	001-000-334-126	3,548.40
PAPA JOHNS PIZZA	SO256-20-3172	09/14/2020	LUNCH FOR INTERVIEW BOARD/ PO# M18465	001-000-160-697	57.20
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-000-054-205	24.00
MARK E. SHAW	6	09/18/2020	CONTRACT LABOR 09/07/20 - 09/18/20	001-000-054-205	532.50
MARK BALLARD	INV0032634	09/22/2020	REIMB LUNCH EXPENSES FOR INTERVIEW BOARD	001-000-160-698	79.98
CARYL PRITCHARD	INV0032631	09/28/2020	REIMB EXP FOR INTERVIEW BOARD	001-000-160-698	222.35
Outstanding Total:					7,360.44
Paid					
CORY SHIERS	1328597-0920	09/15/2020	REST. FROM D. PRESTON/DKT#1328597	001-000-149-691	200.00
LAMAGGIE LEWIS	1369023	09/18/2020	OVERPAYMENT ON FINE/DKT#1369023	001-000-149-691	225.00
Paid Total:					425.00
Department 000 - UNDESIGNATED Total:					7,785.44
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	240.06
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-100-604-330	77.34
Outstanding Total:					317.40
Department 100 - BOARD OF ALDERMEN Total:					317.40
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-110-604-330	77.34
CANON FINANCIAL SERVICES, INC	21912413	09/12/2020	QLA19783	001-110-604-330	158.78
CANON FINANCIAL SERVICES, INC	21912415	09/12/2020	SKA12799	001-110-604-330	120.26

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1Q4V-K794-TNVN	09/26/2020	ENVELOPES, PAPER CLIPS, COPY PAPER, TONER	001-110-501-200	181.74

Outstanding Total: 606.25

Department 110 - MUNICIPAL COURT Total: 606.25

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-111-604-330	141.80
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Outstanding Total: 141.80

Department 111 - YOUTH COURT Total: 141.80

Department: 120 - MAYORS OFFICE

Outstanding

SLAUGHTER & ASSOCIATES, PLLC	08.20.20	08/20/2020	ANNEXATION	001-120-600-300	7,445.44
SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-120-604-330	88.03
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CANON SOLUTIONS AMERICA	4033879367	09/01/2020	JME15733	001-120-604-330	34.82
CANON SOLUTIONS AMERICA	4033879823	09/01/2020	NZG06107	001-120-604-330	7.85
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	20.04
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-120-604-330	77.34
CANON FINANCIAL SERVICES, INC	21912412	09/12/2020	JME15733	001-120-604-330	63.75
PETTY CASH VOUCHERS	09.25.20	09/25/2020	WATER AND SUPPLIES	001-120-503-202	5.35

Outstanding Total: 7,770.74

Department 120 - MAYORS OFFICE Total: 7,770.74

Department: 123 - IT

Outstanding

SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-123-604-330	88.03
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	493.30
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-123-604-330	77.34
CANON FINANCIAL SERVICES, INC	21912417	09/12/2020	XUW04732	001-123-604-330	126.00
NEXTSTEP INNOVATION	NSI19158	09/17/2020	PALO ALTO SUBSCRIPTION ANNUAL RENEWAL	001-123-918-805	2,215.00

Outstanding Total: 3,027.79

Department 123 - IT Total: 3,027.79

Department: 142 - CITY CLERKS OFFICE

Outstanding

WATKINS, WARD & STAFFORD, LLC	156161	08/31/2020	FY19 AUDIT SERVICES	001-142-600-301	6,000.00
WATKINS, WARD & STAFFORD, LLC	156162	08/31/2020	BOND RATING, DEBT SERVICE, ETC.	001-142-600-301	4,000.00
WATKINS, WARD & STAFFORD, LLC	156172	08/31/2020	FY19 AUDIT SERVICES	001-142-600-301	29,100.00

Outstanding Total: 39,100.00

Department 142 - CITY CLERKS OFFICE Total: 39,100.00

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

SAFEGUARD BUSINESS SYSTEMS	034201157	08/25/2020	BLANK MINUTE BOOK PAPER	001-145-501-200	149.78
CADENCE /ELAN VISA	INV0032511C	08/27/2020	REVERSE INTEREST CHARGES	001-145-691-550	-37.75

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-145-604-330	44.01
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-145-604-330	81.34
QUILL CORPORATION	10385729	09/11/2020	COPY PAPER, CORRECT TAPE, DUSTER	001-145-501-200	18.06
CANON FINANCIAL SERVICES, INC	21912415	09/12/2020	SKA12799	001-145-604-330	120.26
CANON FINANCIAL SERVICES, INC	21912418	09/12/2020	XUG04616	001-145-604-330	576.66
AMAZON CAPITAL SERVICES, INC.	1LLG-KD39-4J1Q	09/13/2020	BINDER TABS, LABELS, MANILLA ENVELOPES, EXP.FILES	001-145-501-200	27.48
PETTY CASH VOUCHERS	09.14.20	09/14/2020	DOLLAR GENERAL OFFICE SUPPLIES	001-145-501-200	16.01
AMAZON CAPITAL SERVICES, INC.	1C7Y-Q1LX-FQWT	09/14/2020	C BATTERIES, DUSTER CANS, AAA BATTERIES, STORBOXES	001-145-501-200	34.99
WATERMARK PRINTERS LLC	13569	09/15/2020	1000 BUSINESS LICENSE ENVELOPES	001-145-501-200	496.00
CADENCE /ELAN VISA	O1459254565	09/15/2020	USPS- 2 BOXES OF FOREVER STAMPED ENVELOPES	001-145-501-200	80.10
CADENCE /ELAN VISA	O1459254565	09/15/2020	USPS- 2 BOXES OF FOREVER STAMPED ENVELOPES	001-145-604-330	550.00
CENTER FOR GOV'T & COMM. DEVELOPMENT*	INV0032618	09/16/2020	FALL 2020 CMC REGISTRATION/MCGARR	001-145-610-350	200.00
QUILL CORPORATION	10576008	09/17/2020	HP INK	001-145-501-200	56.98
AMAZON CAPITAL SERVICES, INC.	1W9P-CD9L-TYV1	09/21/2020	PERF PAPER, EXP FILES, CALENDAR REFILL	001-145-501-200	140.05
SULLIVAN'S OFFICE SUPPLY, INC.	57972	09/23/2020	2 TASK CHAIRS	001-145-918-805	604.80

Outstanding Total: 3,226.90

Department 145 - OTHER ADMINISTRATIVE Total: 3,226.90

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1094677	09/15/2020	BOND FOR BOBBY THOMAS	001-159-620-371	175.00

Outstanding Total: 175.00

Department 159 - BONDING-CITY EMPLOYEES Total: 175.00

Department: 169 - LEGAL

Outstanding					
STARKVILLE DAILY NEWS	INV0032622	09/24/2020	ACCT #000132 ADVERTISING	001-169-615-342	2,120.54
STARKVILLE DAILY NEWS	INV0032622	09/24/2020	ACCT #000132 ADVERTISING	001-169-615-342	98.66
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	398197	09/25/2020	GENERAL MATTERS	001-169-600-302	6,734.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	398197A	09/25/2020	COVID LEGAL EXPENSES	001-169-600-302	266.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	398198	09/25/2020	LITIGATED MATTERS	001-169-600-312	1,849.45
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	398198A	09/25/2020	ANNEXATION	001-169-600-312	1,036.75

Outstanding Total: 12,105.40

Department 169 - LEGAL Total: 12,105.40

Department: 180 - HUMAN RESOURCES

Outstanding					
CLINIC AT ELM LAKE, THE	27352	08/07/2020	TESTING FOR S. GILLEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	27445	08/18/2020	TESTING FOR JAKAVA EVANS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	27456	08/19/2020	TESTING FOR STEPHEN COLEMAN	001-180-600-320	30.00

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CLINIC AT ELM LAKE, THE	27504	08/25/2020	TESTING FOR HAILEY NASON	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	27505	08/25/2020	TESTING FOR SOTOMENESES	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	27515	08/26/2020	TESTING FOR ODIE RUSH II	001-180-600-320	30.00
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CLINIC AT ELM LAKE, THE	27548	08/31/2020	TESTING FOR CAYLA DAVIS	001-180-600-320	30.00
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	46.42
CANON FINANCIAL SERVICES, INC	21912417	09/12/2020	XUW04732	001-180-604-330	126.00
Outstanding Total:					410.54
Department 180 - HUMAN RESOURCES Total:					410.54

Department: 190 - CITY PLANNER

Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	8729	08/04/2020	E911 ACCOUNT/STARKVILLE ADDRESSING & UPDATES	001-190-600-300	73.00
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
GOLDEN TRIANGLE PLANNING & DEV. INC	8730	08/31/2020	E911 ACCOUNT/REVIEW STREET NAMES	001-190-600-300	292.00
CANON SOLUTIONS AMERICA	4033879367	09/01/2020	JME15733	001-190-604-330	34.82
CANON SOLUTIONS AMERICA	4033882047	09/01/2020	DRL72630- FINAL USAGE COUNT	001-190-604-330	8.19
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	561.82
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-190-604-330	77.33
CANON FINANCIAL SERVICES, INC	21912412	09/12/2020	JME15733	001-190-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-190-525-231	6.00
STARKVILLE DAILY NEWS	INV0032622	09/24/2020	ACCT #000132 ADVERTISING	001-190-604-330	229.92
Outstanding Total:					1,374.95
Department 190 - CITY PLANNER Total:					1,374.95

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding					
AMAZON CAPITAL SERVICES, INC.	1FJ1-DMMY-G4YN	08/26/2020	BINGFONE FACE MASKS	001-192-535-233	67.96
NEWELL PAPER COMPANY	3113817	09/10/2020	BLEACH, PINE SOL, BOWL CLIP	001-192-535-233	23.99
QUILL CORPORATION	10385729	09/11/2020	COPY PAPER, CORRECT TAPE, DUSTER	001-192-510-220	169.88
BRISLIN, INC	201093	09/11/2020	REPAIRS TO HVAC SYSTEM CITY HALL	001-192-630-403	624.00
AMAZON CAPITAL SERVICES, INC.	1LLG-KD39-4J1Q	09/13/2020	BINDER TABS, LABELS, MANILLA ENVELOPES, EXP.FILES	001-192-510-220	27.62
AMAZON CAPITAL SERVICES, INC.	1C7Y-Q1LX-FQWT	09/14/2020	C BATTERIES, DUSTER CANS, AAA BATTERIES, STORBOXES	001-192-510-220	63.59
AMAZON CAPITAL SERVICES, INC.	1LLG-KD39-JTR4	09/14/2020	LOGITECH EXPANSION MIC FOR MEETUP	001-192-535-233	219.99
AMAZON CAPITAL SERVICES, INC.	1TKR-9YY7-M7KK	09/15/2020	CREDIT FOR LOST SHIPMENT OF FACE MASKS	001-192-535-233	-67.96
CINTAS	4061629047	09/15/2020	CITY HALL 09.15.20	001-192-510-220	64.52
CINTAS	4061629066	09/15/2020	HAND SANITIZING STANDS 09.15.20	001-192-535-233	33.78
ARROWHEAD SCIENTIFIC, INC.	130275	09/16/2020	3000 DISPOSABLE GLOVES	001-192-535-233	820.11
LOWE'S- PARKS	902858	09/16/2020	ANTIBAC. WIPES, CABLE TIES, PAINT SPRAYER	001-192-535-233	5.64
FERGUSON ENTERPRISES, INC	0942581	09/17/2020	9 PACKS OF N95 MASKS, 25 PACKS DISPOS. MASKS	001-192-535-233	1,116.15
CADENCE /ELAN VISA	10422	09/17/2020	FILTER ACT. CARBON MASKS- 80 /24HYDRATE	001-192-535-233	1,699.20

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	3114738	09/21/2020	DISINFECTANT, TOWELS, COPY PAPER	001-192-535-233	131.76
CINTAS	4062275951	09/22/2020	HAND SANITIZING STANDS 09.22.20	001-192-535-233	33.78
CINTAS	4062276013	09/22/2020	CITY HALL 09.22.20	001-192-510-220	64.52
B&H PHOTO-VIDEO	881988566	09/23/2020	2 LOGITECH MEETUP CONFERENCE CAM	001-192-535-233	1,652.38
NORTHEAST EXTERMINATING	22918	09/25/2020	CITY HALL 09.25.20	001-192-600-338	45.00
AMAZON CAPITAL SERVICES, INC.	1KC1-DDYL-LMV9	09/27/2020	INTEL NUC MINI PC	001-192-535-233	1,059.95
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	001-192-625-380	39.84
Outstanding Total:					7,895.70
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					7,895.70

Department: 197 - ENGINEERING

Outstanding

SULLIVAN'S OFFICE SUPPLY, INC.	56151	07/15/2020	DESIGNJET PAPER	001-197-501-200	51.38
MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	32.38
CANON SOLUTIONS AMERICA	4033879367	09/01/2020	JME15733	001-197-604-330	34.82
CADENCE /ELAN VISA	901080	09/01/2020	KROGER-COFFEE, SUGAR, SPLENDA, SWEET N LOW	001-197-501-200	26.25
CADENCE /ELAN VISA	0012523032	09/09/2020	USGBC MEMBERSHIP DUES	001-197-690-555	85.00
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-197-604-330	77.33
CANON FINANCIAL SERVICES, INC	21912412	09/12/2020	JME15733	001-197-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-197-525-231	2.00
PETTY CASH VOUCHERS	09.17.20	09/17/2020	BELL BUILDING SUPPLY	001-197-501-200	13.57
MARK E. SHAW	6	09/18/2020	CONTRACT LABOR 09/07/20 - 09/18/20	001-197-600-308	532.50
FUELMAN / FLEETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-197-525-231	38.70
CADENCE /ELAN VISA	212214	09/22/2020	KROGER-COFFEE, WATER, SODAS FOR MEETINGS	001-197-501-200	59.56
CADENCE /ELAN VISA	D7BZTIQ9QU	09/22/2020	NAT'L SOCIETY PROF ENG./DUES FOR E.KEMP	001-197-690-555	299.00
PETTY CASH VOUCHERS	09.25.20	09/25/2020	WATER AND SUPPLIES	001-197-501-200	11.43
Outstanding Total:					1,355.79
Department 197 - ENGINEERING Total:					1,355.79

Department: 201 - POLICE DEPARTMENT

Outstanding

AT&T GLOBAL	GH76815A	06/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835/ JUNE 2020	001-201-604-330	220.01
TRI-STARR MUFFLER & BRAKE	196486	07/08/2020	S-22 WATER PUMP, COOLANT, OIL, LABOR	001-201-630-360	219.90
HARLEY-DAVIDSON OF CENTRAL MS	07.09.20	07/09/2020	QTRLY LEASE PMT ON 2 MOTORCYCLES	001-201-635-367	2,100.00
DIGITAL-ALLY	1113678	07/31/2020	3 CABLES/IF BOX TO DVM POWER	001-201-556-251	135.00
DIGITAL-ALLY	1113692	07/31/2020	15 CHEST CAMS, 7 BATTERY COVERS	001-201-556-251	3,550.00
DANNY MCCLUSKEY TOWING	2561	08/02/2020	TOW CHEVY COBALT TO IMPOUND	001-201-600-300	200.00
TRI-STARR MUFFLER & BRAKE	231343	08/04/2020	S-28 STRUT, SWAY BAR LINK, LABOR	001-201-630-360	538.28
SULLIVAN'S OFFICE SUPPLY, INC.	56730	08/06/2020	FOLDERS, WRITING PADS, LABELS, MARKERS	001-201-501-200	136.29
VILLAGE ANIMAL HOSPITAL, PLLC	223376	08/07/2020	VETERINARY SERVICES	001-201-600-300	86.54

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	56731	08/07/2020	CD/DVD ENVELOPES	001-201-501-200	20.16
DANNY MCCLUSKEY TOWING	2569	08/09/2020	TOWING W/SPEC EQUIP/CHEVY MALIBU TO IMPOUND	001-201-600-300	350.00
DANNY MCCLUSKEY TOWING	2573	08/11/2020	TOW BMW 328I TO IMPOUND	001-201-600-300	125.00
DANNY MCCLUSKEY TOWING	2574	08/11/2020	TOW MERCEDES E350 TO IMPOUND	001-201-600-300	125.00
IVY AUTO PARTS, LLC.	645342	08/12/2020	S-65 FUSE	001-201-630-360	4.22
TRI-STARR MUFFLER & BRAKE	295077	08/13/2020	#7333 USED MOTOR, LABOR, OIL CHANGE, COOLANT	001-201-630-360	2,611.85
DIGITAL-ALLY	1113994	08/19/2020	6 USD CARD AND ADAPTER KITS	001-201-556-251	490.00
SOUTHERN MEDICAL DOCUMENT SOLUTIONS	MS169 148342	08/21/2020	MEDICAL DOCUMENTS FOR J. HOSFORD	001-201-600-300	47.46
SULLIVAN'S OFFICE SUPPLY, INC.	57230	08/24/2020	TONER	001-201-501-200	81.99
DR. C. GERALD O'BRIEN, LTD	M-15928	08/24/2020	PRE-EMPLOYMENT EVALUATIONS ON 14 OFFICER	001-201-600-300	1,400.00
SULLIVAN'S OFFICE SUPPLY, INC.	57312	08/26/2020	FLASH DRIVE	001-201-501-200	11.00
TRI-STARR MUFFLER & BRAKE	977975	08/27/2020	2011 TAHOE REPAIRS	001-201-630-360	571.03
STARKVILLE FAMILY PRACTICE	SFP122532X138440	08/27/2020	MEDICAL BILL FOR DUSTIN RA	001-201-541-240	130.00
SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-201-604-330	132.04
TRI-STARR MUFFLER & BRAKE	977981	08/28/2020	SPD #6900 OIL PRESSURE SWITCH, LABOR	001-201-630-360	118.53
ARMY NAVY PAWN SHOP	066937	08/31/2020	REVTAC PANTS, 2 PR SUMMERWEIGHT PANTS	001-201-535-233	115.00
A-1 TOWING	10275	09/01/2020	TOW JEEP COMANNDER TO A+ AUTO REPAIR	001-201-600-300	350.00
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,052.35
CANON SOLUTIONS AMERICA	4033881403	09/01/2020	JMQ18879	001-201-604-330	77.69
CANON SOLUTIONS AMERICA	4033885482	09/01/2020	JMQ18878	001-201-604-330	91.85
DPS CRIME LAB	90095529	09/01/2020	SERVICE FOR MONTH OF SEPT. 2020	001-201-600-300	960.00
AT&T GLOBAL	GH76815	09/01/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835/ AUG. 2020	001-201-604-330	220.01
STARKVILLE RADIOLOGY PLLC	2355666	09/02/2020	MEDICAL BILL FOR LAWRENCE COOK	001-201-541-240	210.00
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,527.36
R&M TIRES	1128088	09/03/2020	S-19 OIL AND FILTER CHANGE	001-201-630-360	52.50
R&M TIRES	1128105	09/03/2020	4 TIRES ON 2013 FORD TAURUS, BALANCE, ALIGNMENT	001-201-630-360	666.68
MID-SOUTH UNIFORM & SUPPLY, INC	608633	09/03/2020	PANTS, BRAIDS, TROUSERS, PATCH, NAME PLT-GILLEN	001-201-535-233	568.46
STARKVILLE FAMILY PRACTICE	SFP122774X138795	09/03/2020	MEDICAL BILL FOR ZYRIA KENNEDY	001-201-541-240	195.00
A+ AUTO REPAIR	020213	09/04/2020	#1902 RADIOR REPAIRS, OIL PRESSURE SWITCH	001-201-630-360	474.98
HARLEY-DAVIDSON OF CENTRAL MS	351235	09/04/2020	REPLACEMENT KEY SIREN BUTTON	001-201-556-251	72.99
R&M TIRES	1128164	09/08/2020	S-38 FLAT REPAIR	001-201-630-360	40.00
UPS STORE 3702	1229	09/08/2020	SHIPPING CHARGES	001-201-604-330	7.58
MID-SOUTH UNIFORM & SUPPLY, INC	608726	09/08/2020	170 DEPT. UNDERSHIRTS	001-201-535-233	1,020.00
LAIRD CLINIC -POLICE ACCOUNT	965851	09/08/2020	PHYSICAL FOR SOTOMENESES	001-201-600-319	178.00
TRI-STARR MUFFLER & BRAKE	978274	09/08/2020	S-94 INTAKE COOLANT, LABOR	001-201-630-360	808.93
CITY OF COLUMBUS	SPD-001336-0920	09/08/2020	FORENSIC LAB SERVICES INV # 809	001-201-600-300	440.00

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAGNOLIA BOTTLED WATER CO	45335	09/09/2020	28 FIVE GALLON BOTTLES OF WATER	001-201-501-200	210.00
OKTIBBEHA COUNTY COOPERATIVE	601224	09/09/2020	SWAT BOOTS	001-201-535-233	99.85
TRI-STARR MUFFLER & BRAKE	978277	09/09/2020	S-63 WARRANTY EIPER, COIL CYLINDER #5, OIL CHANGE	001-201-630-360	113.95
WALMART -GENERAL CITY	06582	09/10/2020	HELMET FOR OFFICER C.WHITE/PARKING	001-201-535-233	19.96
ARMY NAVY PAWN SHOP	091020B	09/10/2020	REVTAC PANTS, SUMMERWEIGHT PANTS REPAIR REMINGTON	001-201-535-233	79.00
ARMY NAVY PAWN SHOP	091020B	09/10/2020	REVTAC PANTS, SUMMERWEIGHT PANTS REPAIR REMINGTON	001-201-556-251	191.51
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-201-604-330	77.33
SULLIVAN'S OFFICE SUPPLY, INC.	57679	09/11/2020	FOLDERS, PENS, FINGERPRINT PAD, TAPE DISP, BINDER	001-201-501-200	161.97
CANON FINANCIAL SERVICES, INC	21912414	09/12/2020	QNR08831	001-201-635-369	114.68
CANON FINANCIAL SERVICES, INC	21912416	09/12/2020	XLG06726	001-201-635-369	275.41
CANON FINANCIAL SERVICES, INC	21912421	09/12/2020	2JH03908	001-201-635-369	569.33
CANON FINANCIAL SERVICES, INC	21912422	09/12/2020	28X01513	001-201-635-369	62.80
AT&T-NCIC MONITOR LINE	09.14.20	09/14/2020	ACCT#662-615-1467 637 059	001-201-604-330	40.17
ATMOS ENERGY	INV0032629	09/14/2020	# 4022600568/POLICE STATIO	001-201-625-380	173.21
ARMY NAVY PAWN SHOP	069006	09/15/2020	REVTAC PANTS, MACE CASE, HANDCUFF HOLDERS	001-201-535-233	57.00
GULF STATES DISTRIBUTORS, INC.	1352570-IN	09/15/2020	BULLETS	001-201-545-238	1,530.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-201-525-231	30.00
LOWE'S-POLICE	908641	09/15/2020	CAMERA INSTALLATION SUPPLIES AND WEEDEATER STRING	001-201-556-251	23.06
SULLIVAN'S OFFICE SUPPLY, INC.	57774	09/16/2020	URINAL SCREENS, URINAL MAT, FOLDERS W/FASTENERS	001-201-501-200	40.15
SULLIVAN'S OFFICE SUPPLY, INC.	57774	09/16/2020	URINAL SCREENS, URINAL MAT, FOLDERS W/FASTENERS	001-201-555-208	109.21
FEDEX	7-124-28971	09/16/2020	SHIPPING CHARGES/POLICE GRANTS	001-201-691-550	33.53
AXON ENTERPRISE, INC	SI-1683962	09/16/2020	50 25FT STANDARD CARTRIDGES	001-201-556-251	1,725.00
R&M TIRES	1128334	09/17/2020	FLAT REPAIR ON 2020 DODGE CHARGER	001-201-630-360	20.00
BOB'S MOBILE RADIO	316046	09/18/2020	RADIO EQUIPMENT REPAIRS & MAINTENANCE	001-201-630-404	1,035.00
MID-SOUTH UNIFORM & SUPPLY, INC	608468B-CR	09/18/2020	OVERPAYMENT ON INV #608468B	001-201-535-233	-1,266.38
WALMART -GENERAL CITY	08972	09/21/2020	NOTEBOOKS, MESSAGE BOOK, PENS, HALLOWEEN TR	001-201-501-200	209.56
NEWELL PAPER COMPANY	3114738	09/21/2020	DISINFECTANT, TOWELS, COPY PAPER	001-201-501-200	77.00
NEWELL PAPER COMPANY	3114738	09/21/2020	DISINFECTANT, TOWELS, COPY PAPER	001-201-555-208	227.51
OKTIBBEHA COUNTY COOPERATIVE	605401	09/21/2020	2 PAIR SWAT BOOTS	001-201-535-233	199.70
STARKVILLE NARCOTICS FUELMAN / FLEETCOR	INV0032623	09/21/2020	INFORMANT FEES	001-201-600-304	1,015.00
	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-201-525-231	1,710.57
OKTIBBEHA COUNTY COOPERATIVE	605599	09/22/2020	GREASE HOSE, GREASE GUN, SPEEDFEED HEAD	001-201-555-208	71.97

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
A+ AUTO REPAIR	020337	09/23/2020	#2862 R&R FUEL RAIL PRESSURE SENSOR	001-201-630-360	194.99
WALMART -GENERAL CITY	01552	09/24/2020	2 DESK LAMPS	001-201-501-200	39.92
SCOTT LOMAX	025778	09/24/2020	CLOTHING ALLOWANCE	001-201-535-233	267.50
VILLAGE ANIMAL HOSPITAL, PLLC	224155	09/24/2020	RADIOGRAPHS	001-201-600-300	70.00
NORTHEAST EXTERMINATING	22917	09/25/2020	POLICE DEPT. 09.25.20	001-201-630-426	50.00
POWER DMS, INC	38868	09/28/2020	POWERSTANDARD FOR MS LE ACCREDIATION COMM	001-201-600-300	236.25
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	001-201-625-380	4.00
TYLER DAVIS	INV0032646	09/29/2020	REIMB CLOTHING ALLOWANC	001-201-535-233	269.21
Outstanding Total:					33,779.93
Department 201 - POLICE DEPARTMENT Total:					33,779.93

Department: 261 - FIRE DEPARTMENT

Outstanding

BELL BUILDING SUPPLY, INC.	291539	07/01/2020	MATERIALS FOR TRENCH RESCUE	001-261-555-250	599.00
EMERGENCY EQUIPMENT PROFESSIONALS	452158	07/06/2020	AUTO EJECT, WP 20 AMP, YEL	001-261-630-360	275.30
EMERGENCY EQUIPMENT PROFESSIONALS	452245	07/08/2020	AUTO EJECT, SUPER, 20A, YEL	001-261-630-360	304.55
EMERGENCY EQUIPMENT PROFESSIONALS	452289	07/10/2020	CREDIT, AUTO EJECT, WP 20 AMP, YEL	001-261-630-360	-275.30
SHEPS CLEANERS- FIRE ACCOUNT	10439	08/04/2020	8 TROUSERS	001-261-600-430	44.00
SHEPS CLEANERS- FIRE ACCOUNT	10440	08/04/2020	4 SHIRTS	001-261-600-430	12.00
HENRY SCHEIN MEDICAL, INC.	81116705	08/10/2020	ELECTRODES FOR LIFEPAK CHILD-6	001-261-918-805	450.00
SHEPS CLEANERS- FIRE ACCOUNT	10768	08/11/2020	6 PAIR TROUSERS/YARBROUG	001-261-600-430	33.00
SHEPS CLEANERS- FIRE ACCOUNT	10906	08/13/2020	7 PAIR TROUSERS	001-261-600-430	38.50
SHEPS CLEANERS- FIRE ACCOUNT	10918	08/13/2020	7 SHIRTS	001-261-600-430	21.00
SHEPS CLEANERS- FIRE ACCOUNT	11106	08/18/2020	3 TROUSERS, 1 SHIRT/ PARKS	001-261-600-430	19.50
SHEPS CLEANERS- FIRE ACCOUNT	11251	08/20/2020	1 PR TROUSERS, 2 SHIRTS/ YARBROUGH	001-261-600-430	11.50
ARMY NAVY PAWN SHOP	66908	08/24/2020	2 PR BOOTS, BELTS, 3 TAC PANTS, WOMEN'S TAC PANTS	001-261-535-233	410.00
SHEPS CLEANERS- FIRE ACCOUNT	11521	08/26/2020	5 PR TROUSERS, 5 SHIRTS/ C. PARKS	001-261-600-430	42.50
SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-261-604-330	560.82
AIRGAS USA, LLC	9973354845	08/31/2020	MONTHLY CYLINDER RENTAL	001-261-630-360	59.56
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	323.80
SULLIVAN'S OFFICE SUPPLY, INC.	57442	09/01/2020	POSTCARDS FOR LASER PRINTERS	001-261-501-200	22.18
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	400.10
WALMART -GENERAL CITY	04844	09/04/2020	SHOE POLISH	001-261-555-250	29.60
SULLIVAN'S OFFICE SUPPLY, INC.	57563	09/04/2020	FLASH DRIVE	001-261-501-200	17.50
ATMOS ENERGY	INV0032627	09/08/2020	#3055511080 /FIRESTATION #	001-261-625-380	76.41
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17041326	09/09/2020	FIRE BOOTS-3 PR, FIRE GLOVES, HOODS, HELMETS	001-261-918-805	2,176.00
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-261-604-330	77.33
SULLIVAN'S OFFICE SUPPLY, INC.	57658	09/10/2020	STORAGE BOXES, HP INK	001-261-501-200	120.85
BACKSTAGE MUSIC	85648	09/10/2020	XLR CABLE, MIC CABLE, CAD SUPERCARD	001-261-555-250	131.90

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
LOWE'S-FIRE	908735	09/10/2020	REFRIGERATOR FILTER	001-261-555-250	47.50
WALMART -GENERAL CITY	07116	09/11/2020	LINEN FOR NEW FIREFIGHTER	001-261-555-250	119.76
LOWE'S-FIRE	908883	09/11/2020	HOSE, NOZZLE, WIRE, SPLICES, TAPE	001-261-555-250	49.89
CANON FINANCIAL SERVICES, INC	21912420	09/12/2020	2JU08031	001-261-604-330	284.87
WALMART -GENERAL CITY	07925	09/13/2020	8PC BIN PK, PG ORGANIZER	001-261-501-200	18.56
STATE FIRE ACADEMY	28377	09/14/2020	MSFA TRNG-AIRPORT FIREFIGHTER/MCBRIDE & THOMPSON	001-261-600-390	1,754.00
SUNBELT FIRE APPARATUS STEVEN LANE	325535	09/14/2020	SOL 12V SPST FOR E4	001-261-630-360	145.90
	INV0032624	09/14/2020	REIMB EMT SCHOOL EXP/FINGERPRNT, DRUG TESTING	001-261-600-390	90.00
WILLIAM DANIELS	INV0032636	09/14/2020	REIMBURSE NREMT EXAM	001-261-600-390	125.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-261-525-231	12.00
LOWE'S-FIRE	910602	09/15/2020	AIR COMPRESSOR AND 12 PC SCREWDRIER,	001-261-555-250	181.44
ATMOS ENERGY	INV0032628	09/15/2020	# 3020829684/FIRESTATION #	001-261-625-380	44.69
QUILL CORPORATION	10524603	09/16/2020	HP PRINTER PRO 8210	001-261-501-200	127.49
WALMART -GENERAL CITY	08229	09/17/2020	LINEN FOR NEW FIREFIGHTER	001-261-555-250	54.88
QUILL CORPORATION	10528053	09/17/2020	HP INK	001-261-501-200	76.89
LOWE'S-FIRE	978558	09/17/2020	REFRIGERATOR & EXHAUST FAN	001-261-558-269	1,128.58
EMPIRE TRUCK SALES, LLC	RE005013255	09/18/2020	LADDER 1 REPAIRS	001-261-630-360	1,576.49
AMAZON CAPITAL SERVICES, INC.	1N64-KFVR-7X9L	09/19/2020	2 50W HALOGEN BULBS	001-261-630-360	69.90
TELETEC COMMUNICATIONS, LLC	10235559	09/21/2020	2 RADIOS	001-261-918-805	3,166.00
STARKVILLE AUTO PARTS	137389	09/21/2020	RADIATOR HOSE	001-261-630-360	24.49
LAIRD CLINIC-FIRE ACCOUNT	965863	09/21/2020	PHYSICALS FOR FF1001 CLASS -9	001-261-600-319	1,035.00
INTERSTATE BATTERY OF CNTRL MS	99332	09/21/2020	BATTERY FOR PINK HEALS CAR	001-261-630-360	112.95
FUELMAN / FLETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-261-525-231	434.49
GATEWAY TIRE & SERVICE CENTER	1018-131981	09/22/2020	TIRE FOR E3	001-261-630-360	772.32
STARKVILLE AUTO PARTS	137444	09/22/2020	AIR GAUGES, SEALANT, TAPE	001-261-630-360	39.97
LOWE'S-FIRE	917985	09/22/2020	RETURN EXHAUST FAN	001-261-558-269	-37.02
INTERSTATE BATTERY OF CNTRL MS	99353	09/22/2020	BATTERY FOR FD2	001-261-630-360	130.95
AMAZON CAPITAL SERVICES, INC.	1P6M-614Q-3C6T	09/23/2020	4 FLASHLIGHT BATTERIES	001-261-555-250	113.01
ATMOS ENERGY	INV0032637	09/23/2020	# 3017756705 /FIRESTATION	001-261-625-380	51.74
CADENCE /ELAN VISA	09.24.20	09/24/2020	VIASAT-INTERNET FIRESTATION #5	001-261-604-330	170.31
WATERMARK PRINTERS LLC	13563	09/24/2020	PURCHASE ORDERS & RECIEVING REPORTS	001-261-555-250	322.00
SULLIVAN'S OFFICE SUPPLY, INC.	58006	09/24/2020	2 TASK CHAIRS, 2 FLOOR MAT	001-261-501-200	396.20
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	001-261-625-380	1,932.55

Outstanding Total: 20,554.40

Department 261 - FIRE DEPARTMENT Total: 20,554.40

Department: 281 - BUILDING/CODES OFFICE

Outstanding

MAXXSOUTH BROADBAND	INV0032620	08/28/2020	ACCT #8282 41 101 0508324	001-281-604-330	28.11
VERIZON CONNECT-NWF	2219216	09/01/2020	CITY HALL		
			ACCT #STAR035 GPS	001-281-690-450	145.71
CANON SOLUTIONS AMERICA	4033879367	09/01/2020	EXPENSES BY DEPT JME15733	001-281-604-330	34.81

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-281-604-330	77.33
CANON FINANCIAL SERVICES, INC	21912412	09/12/2020	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-281-525-231	4.00
FUELMAN / FLEETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-281-525-231	37.63
STEGALL NOTARY SERVICE	INV0032625	09/24/2020	LYLE MECASKEY NOTARY KIT	001-281-501-200	120.00
Outstanding Total:					511.34
Department 281 - BUILDING/CODES OFFICE Total:					511.34
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032633	09/28/2020	CIVIL AIR PATROL 99633-001	001-290-625-380	58.77
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	001-290-625-380	161.43
Outstanding Total:					220.20
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					220.20
Department: 301 - STREET DEPARTMENT					
Outstanding					
BELL BUILDING SUPPLY, INC.	296624	08/19/2020	NAIL SNKR, CHALK REEL, MASONITE SIDING	001-301-555-250	131.13
SHERWIN WILLIAMS CO.	2355-5	08/26/2020	PAINT AND SUPPLIES	001-301-565-272	211.24
SHERWIN WILLIAMS CO.	2356-3	08/26/2020	ROLLERS, POLES, AND TRAYS	001-301-565-272	62.37
SHERWIN WILLIAMS CO.	4676-7	08/26/2020	PRO PARK BLACK PAINT	001-301-565-272	56.56
CHEMPRO SERVICES INC	12668	08/31/2020	2020 WEED CONTROL SVCS-DITCH SPRAYING	001-301-561-271	9,926.00
CHEMPRO SERVICES INC	12669	08/31/2020	2020 FALL ADD ON DITCHES-SPRAYING	001-301-561-271	1,100.00
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	275.23
SHERWIN WILLIAMS CO.	2622-8	09/01/2020	6 FLAT BLACK	001-301-565-272	35.64
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	339.42
LYLE MACHINERY	P28293	09/03/2020	BLADE KIT	001-301-630-400	373.97
STARKVILLE AUTO PARTS	136948	09/04/2020	HYD HOSE, PS FLUID	001-301-630-400	84.62
STARKVILLE AUTO PARTS	136957	09/04/2020	HYD FLUID	001-301-630-400	79.90
STARKVILLE AUTO PARTS	136959	09/04/2020	HYD FLUID	001-301-630-400	159.80
CUSTOM PRODUCTS CORPORATION	339952	09/08/2020	68 ROUND GALVANIZED POST	001-301-565-272	1,803.64
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0032621	09/08/2020	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	23.45
STARKVILLE AUTO PARTS	137048	09/09/2020	FUNNEL, MOTOR OIL	001-301-630-360	5.78
UNITED RENTALS (NORTH AMERICA), INC.	185744648	09/09/2020	3 BLADES FOR SAWS	001-301-630-400	344.97
BELL BUILDING SUPPLY, INC.	298561	09/09/2020	CAULK GUN, ADHESIVE, FLAP DISC, DISC FLAP	001-301-555-250	85.44
BELL BUILDING SUPPLY, INC.	298577	09/09/2020	2 GALLON SPRAYER	001-301-555-250	27.85
AMAZON CAPITAL SERVICES, INC.	1443-CYXD-D9WK	09/10/2020	2 ANCHORS W/GALVINIZED WIRE ROPE	001-301-560-270	348.16
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-301-604-330	77.33
BELL BUILDING SUPPLY, INC.	298612	09/10/2020	PICK MATT	001-301-555-250	30.35
BELL BUILDING SUPPLY, INC.	298616	09/10/2020	2 GAL COOLER	001-301-555-250	16.99
CONSOLIDATED PIPE AND SUPPLY	3103732	09/11/2020	COUPLINGS	001-301-560-270	244.00
CONSOLIDATED PIPE AND SUPPLY	3103736	09/14/2020	DUAL WALL PIPES-120	001-301-560-270	986.40
WATERMARK PRINTERS LLC	13541	09/15/2020	PURCHASE ORDER BOOKS	001-301-555-250	365.00
STARKVILLE AUTO PARTS	137215	09/15/2020	ROTARY PUMP	001-301-630-360	99.99
STARKVILLE AUTO PARTS	137232	09/15/2020	HALOGEN HEADLIGHTS	001-301-630-360	55.96
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	146.05-0820-STR	09/15/2020	FACILITY DUDE SOFTWARE-STREET MODULE	001-301-690-431	2,907.53

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1GKX-WWP1-PW9Y	09/15/2020	3 DRIVE STEEL ANCHORS	001-301-560-270	149.58
CINTAS	4061629097	09/15/2020	STREET DEPT. 09.15.20	001-301-555-250	35.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-301-525-231	16.00
G&C SUPPLY CO., INC	6790966	09/15/2020	RESTOCK STREET SIGNS	001-301-565-272	2,154.10
G&C SUPPLY CO., INC	6790967	09/15/2020	NON STOCK SIGNS	001-301-565-272	438.00
G&C SUPPLY CO., INC	6791058	09/15/2020	STOP SIGN	001-301-565-272	37.35
EAST MISSISSIPPI LUMBER CO	A74692	09/15/2020	3 GALLON HEAVY DUTY SPRAYER	001-301-555-250	50.34
PAUL'S WELDING	0541	09/16/2020	REPAIR EQUIPMENT BUCKET	001-301-630-400	335.00
GATEWAY TIRE & SERVICE CENTER	1018-131587	09/16/2020	3 TIRES ON TRUCK 61A	001-301-630-360	916.80
AMAZON CAPITAL SERVICES, INC.	133Q-J7H3-3MKK	09/16/2020	BIFEN INSECTICIDE	001-301-515-221	56.25
STARKVILLE AUTO PARTS	137269	09/16/2020	STT LAMPS, HEADLAMP ASSY	001-301-630-360	114.97
STARKVILLE AUTO PARTS	137273	09/16/2020	PIGTAIL, WIRE TERMINAL	001-301-630-360	6.08
NEWELL PAPER COMPANY	3114321	09/16/2020	2-- 12PKS TERRY CLOTH GLOVES	001-301-555-250	21.00
ATMOS ENERGY	INV0032630	09/16/2020	# 3020752444/STREET DEPT	001-301-625-380	28.83
FASTENAL COMPANY	MSSTA94274	09/16/2020	1 BLADE	001-301-560-270	64.40
LOWE'S-STREET	910977	09/17/2020	SEEDS AND STAKES	001-301-560-270	172.63
THOMPSON MACHINERY*	PC110291726	09/17/2020	3 SEALS, 3 O-RINGS	001-301-630-400	9.12
FASTENAL COMPANY	MSSTA94343	09/18/2020	5 BLADES	001-301-560-270	723.10
APAC-MISSISSIPPI, INC	4000100361	09/19/2020	5.95 TONS OF ASPHALT	001-301-560-270	437.33
FUELMAN / FLETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-301-525-231	471.61
CINTAS	4062276045	09/22/2020	STREET DEPT 09.22.20	001-301-555-250	35.00
THOMPSON MACHINERY*	PC110291899	09/22/2020	5 EQUIPMENT KEYS	001-301-555-250	34.60
STARKVILLE AUTO PARTS	137486	09/23/2020	PS FLLUID, STEEL MIRROR	001-301-630-360	70.97
LOWE'S-STREET	902717	09/23/2020	SCREWDRIVERS, PLIERS, DRYWALL BLADES, ETC	001-301-555-250	642.81
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032632	09/28/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	270.25
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	001-301-625-380	28,734.62

Outstanding Total: 56,322.02

Department 301 - STREET DEPARTMENT Total: 56,322.02

Department: 360 - ANIMAL CONTROL

Outstanding

ANIMAL MEDICAL CENTER	355869	08/31/2020	ACEPROMAZINE PILLS FOR FERAL DOGS	001-360-555-250	15.00
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	001-360-604-330	77.33
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-360-525-231	2.00
FUELMAN / FLETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-360-525-231	30.33

Outstanding Total: 124.66

Department 360 - ANIMAL CONTROL Total: 124.66

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

SULLIVAN'S OFFICE SUPPLY, INC.	57173	08/24/2020	DRY ERASE BOARDS-2	001-550-501-200	264.78
SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	001-550-600-330	44.01
WASTE PRO	202167	08/31/2020	DUMPSTER RENTAL	001-550-600-300	455.60
BSN SPORTS	909840814	08/31/2020	10- 10" KICKBALLS	001-550-501-415	114.90
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	97.14
OKTIBBEHA COUNTY COOPERATIVE	598974	09/01/2020	BATTERIES, RUBBER BOOTS	001-550-501-200	19.58

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	598974	09/01/2020	BATTERIES, RUBBER BOOTS	001-550-535-233	66.00
LOWE'S- PARKS	910375	09/01/2020	8 STORAGE TOTES	001-550-501-415	83.44
WAUKAWAY DISTRIBUTORS, INC	CLR0920-273	09/01/2020	MONTHLY COOLER RENTAL - PARKS	001-550-501-200	20.00
POWERSTROKE EQUIPMENT SALES & SVC	4970	09/02/2020	SAFETY GLASSES 5PR	001-550-555-250	54.95
TRI-STARR MUFFLER & BRAKE	878251	09/02/2020	#111 EXPLORER REPAIRS	001-550-690-450	172.90
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
J&M BAGGING & SALES, INC.	23545	09/08/2020	SANDBAGS	001-550-501-110	150.00
BOARDTOWN LOCKSMITH, LL	3730	09/08/2020	REPLACE CYLINDER LOCK FOR HELMS MASTER KEY	001-550-630-426	100.00
LOWE'S- PARKS	908214	09/08/2020	HASP, PADLOCKS, BOX CUTTER, BLADES	001-550-630-426	48.61
LOWE'S- PARKS	908264	09/08/2020	BRASS PADLOCK, 2 COMBINATION PADLOCKS	001-550-630-426	87.39
CINTAS-PARKS	4060999924	09/09/2020	WEEKLY MAT CLEANING 09.09.20	001-550-501-208	37.83
SULLIVAN'S OFFICE SUPPLY, INC.	57634	09/09/2020	CONFERENCE TABLE, LABELS, PENS, TRAYS, FILE SORTER	001-550-501-200	489.91
LOWE'S- PARKS	906170	09/09/2020	TAPE MEASURE, HASPS, PADLOCKS, FILTERS	001-550-630-426	89.40
NEWELL PAPER COMPANY	3113817	09/10/2020	BLEACH, PINE SOL, BOWL CLIP	001-550-501-208	104.97
OKTIBBEHA COUNTY COOPERATIVE	601821	09/11/2020	MARKING LIME	001-550-501-110	250.20
LOWE'S- PARKS	904308	09/11/2020	CABLE TIES	001-550-501-110	56.96
ATMOS ENERGY	INV0032626	09/11/2020	# 3019958172 /PARKS	001-550-600-340	28.83
CANON FINANCIAL SERVICES, INC	21912419	09/12/2020	XUG02274	001-550-600-330	369.30
AMAZON CAPITAL SERVICES, INC.	16V1-VPWJ-HLWG	09/14/2020	METAL DETECTOR, HP PRINTE	001-550-501-200	199.89
AMAZON CAPITAL SERVICES, INC.	16V1-VPWJ-HLWG	09/14/2020	METAL DETECTOR, HP PRINTE	001-550-501-220	125.00
POWERSTROKE EQUIPMENT SALES & SVC	5005	09/14/2020	LAZER TIRE AND RIM ASM, BATTERY	001-550-600-370	266.98
SULLIVAN'S OFFICE SUPPLY, INC.	57711	09/14/2020	NOTEBOOK, TRAYS, MAGNETS	001-550-501-200	316.02
AMAZON CAPITAL SERVICES, INC.	11XY-MGQR-1QHN	09/15/2020	STEEL PODIUM	001-550-501-200	182.83
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	001-550-525-231	8.00
GATEWAY TIRE & SERVICE CENTER	1018-131724	09/16/2020	TIRE FOR TRAILER	001-550-600-370	79.55
CINTAS-PARKS	4061811238	09/16/2020	WEEKLY MAT CLEANING 09.16.20	001-550-501-208	37.83
PENICK FOREST PRODUCTS	48110	09/16/2020	40 CY MULCH	001-550-501-110	825.50
LOWE'S- PARKS	902858	09/16/2020	ANTIBAC. WIPES, CABLE TIES, PAINT SPRAYER	001-550-501-110	500.35
BSN SPORTS	909979024	09/16/2020	SOCCER NET	001-550-501-415	636.28
NEWELL PAPER COMPANY	3114566	09/17/2020	CASE OF CAN LINERS	001-550-501-208	37.91
SULLIVAN'S OFFICE SUPPLY, INC.	57838	09/17/2020	6 TASK CHAIRS	001-550-501-200	876.00
OKTIBBEHA COUNTY COOPERATIVE	603898	09/17/2020	UTILITY TRAILER	001-550-501-110	1,999.00
VERIZON-PARKS	9863075863	09/18/2020	PARKS ACCT#442043719-00001	001-550-600-330	459.55
LIBERTY WASTE, INC.	2890	09/20/2020	PORTA JOHN RENTALS-MCKEE, KING, MONCRIEF PAR	001-550-600-300	510.00
POWERSTROKE EQUIPMENT SALES & SVC	5031	09/21/2020	BELT, BOLTS, NUTS	001-550-600-370	159.95
FUELMAN / FLEETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	001-550-525-231	105.08

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	11X7-MGQR-XH6N	09/22/2020	DRY ERASE BOARD, PEN WITH CHAIN	001-550-501-200	192.58
ANYTIME COOLING & HEATING, LLC	477	09/22/2020	AC REPAIRS TO ACTIVITY ROO	001-550-630-426	3,168.20
WALMART -GENERAL CITY	09414	09/23/2020	PROJECTBOARD	001-550-512-200	12.21
AMAZON CAPITAL SERVICES, INC.	1VTJ-FFM7-1Q6R	09/23/2020	2 INTEL NUC COMPUTERS W/TWO MONITORS	001-550-555-250	1,578.00
CINTAS-PARKS	4062434246	09/23/2020	WEEKLY MAT CLEANING	001-550-501-208	37.83
LOWE'S- PARKS	919649	09/23/2020	09.23.20		
WALMART -GENERAL CITY	01715	09/24/2020	4 TRASH CANS	001-550-512-200	112.76
LIBERTY WASTE, INC.	2918	09/24/2020	CELLO, NPL 32PK, 20 OUNCE TU	001-550-512-200	117.78
WAWKAWAY DISTRIBUTORS, INC	61944	09/24/2020	PORTA JOHN RENTAL-JL KING PARK	001-550-600-300	85.00
AMAZON CAPITAL SERVICES, INC.	1MJH-YKQC-GYNX	09/25/2020	4 FIVE GALLON BOTTLES OF WATER	001-550-501-200	32.80
LOWE'S- PARKS	908862	09/25/2020	5 OUTDOOR PARK BENCHES	001-550-501-110	1,900.00
WELDING WORKS LLC, THE	N15420	09/25/2020	TOOL SET W/HARD CASE, RACHET, SOCKET SET	001-550-555-250	329.56
WADE INCORPORATED	P72244	09/25/2020	EQUIPMENT REPAIR	001-550-600-370	240.00
STARKVILLE UTILITIES	INV0032635	09/28/2020	OIL & FILTER PLUS AIR FILTER CHANGE	001-550-600-370	179.46
			UTILITY BILLS BY DEPT	001-550-600-340	17,715.49
Outstanding Total:					36,274.10
Department 550 - PARKS AND REC DEPARTMENT Total:					36,274.10
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SPRINGER ENGINEERING, INC.	13897	09/22/2020	SUBSURFACE SOILS INVESTIG & LAB ANALYSIS/BRIARWICK	001-600-912-802	950.00
Outstanding Total:					950.00
Department 600 - CAPITAL PROJECTS Total:					950.00
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK WHITNEY BANK	08.03.20A	08/03/2020	STARKVILLE16/GO PUB IMP BOND SERIES 2016A	001-800-820-840	120,000.00
HANCOCK WHITNEY BANK	08.03.20A	08/03/2020	STARKVILLE16/GO PUB IMP BOND SERIES 2016A	001-800-830-829	27,606.25
HANCOCK WHITNEY BANK	08.03.20B	08/03/2020	STARK16B POLICE BLDG 2016B	001-800-820-855	95,000.00
HANCOCK WHITNEY BANK	08.03.20B	08/03/2020	STARK16B POLICE BLDG 2016B	001-800-830-830	22,406.25
Outstanding Total:					265,012.50
Department 800 - DEBT SERVICE Total:					265,012.50
Fund 001 - GENERAL FUND Total:					499,042.85
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
JACKSON MACK HAIK CDJR	118473	09/24/2020	DARE CAR-2020 DODGE DURANGO	002-251-918-805	26,850.00
Outstanding Total:					26,850.00
Department 251 - DRUG EDUCATION FUND Total:					26,850.00
Fund 002 - RESTRICTED POLICE FUND Total:					26,850.00
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
NESCO ELECTRICAL DISTRIBUTORS	S2406382	08/14/2020	FUSES, LED LIGHTING	015-505-501-198	72.34

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	57270	08/25/2020	HP INK	015-505-541-237	33.12
SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	015-505-604-330	152.99
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	32.38
VERIZON WIRELESS	9861998423	09/02/2020	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	46.42
TITAN AVIATION FUELS	3329709	09/04/2020	JET A FUEL	015-505-525-233	12,610.44
MAXXSOUTH BROADBAND	INV0032619	09/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	015-505-604-330	77.33
MAGNOLIA BOTTLED WATER CO	45698	09/10/2020	2 FIVE GALLON BOTTLES OF WATER	015-505-691-550	15.00
IVY AUTO PARTS, LLC.	647523	09/12/2020	ANTIFREEZE, SOLENOID, MINI BULBS	015-505-570-273	54.27
WALMART -GENERAL CITY	05319	09/13/2020	INVOICE BOOK	015-505-541-237	5.88
WALMART -GENERAL CITY	09091	09/17/2020	FOAM CUPS, SWIFFER, INVOICE BOOK, INK, CREAM	015-505-541-237	83.18
OKTIBBEHA COUNTY COOPERATIVE	604555	09/19/2020	SPARK PLUG, GREASE GUN, FERRIS BLADE SET, HOSE	015-505-630-400	107.37
OKTIBBEHA COUNTY COOPERATIVE	604993	09/19/2020	GREASE GUN LEVER 2 WAY, GREASE GUN PISTOL	015-505-630-400	16.00
POWERSTROKE EQUIPMENT SALES & SVC	5047	09/23/2020	BLOWER, TRIMMER LINE, MIX OIL	015-505-525-231	18.99
POWERSTROKE EQUIPMENT SALES & SVC	5047	09/23/2020	BLOWER, TRIMMER LINE, MIX OIL	015-505-630-400	223.15
GATEWAY TIRE & SERVICE CENTER	1018-132213	09/25/2020	2 TIRES FOR FUEL TRUCK	015-505-570-273	377.28
RSINET	5463	09/27/2020	RSI DATA NET SERVICES JULY-SEPT. 2020	015-505-600-338	180.00
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	015-505-625-380	1,584.88
Outstanding Total:					15,829.23
Department 505 - AIRPORT Total:					15,829.23
Fund 015 - AIRPORT FUND Total:					15,829.23

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

SOUTHERN TELECOMMUNICATIONS	09.17.20	08/28/2020	ACCT #2490 AUGUST 2020	022-322-604-330	44.01
VERIZON CONNECT-NWF	2219216	09/01/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	469.51
GOLDEN TRIANGLE PLANNING & DEV. INC	8680	09/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	241.50
GOLDEN TRIANGLE PLANNING & DEV. INC	8681	09/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8682	09/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
PAUL'S WELDING	09.04.20	09/04/2020	TRUCK #93- WELD TOP OF HYD CYLINDER	022-322-630-360	210.00
CITY ALIGNMENT SERVICE	74675	09/04/2020	TRUCK #99 DIAGNOSE, TEST, TUNEUP	022-322-630-360	1,269.26
POWERSTROKE EQUIPMENT SALES & SVC	4989	09/09/2020	REPAIR WALK BEHIND EXMAR	022-322-630-400	80.00
CSPIRE BUSINESS SOLUTIONS	1563051	09/10/2020	CSBS-643956	022-322-604-330	77.33
EAST MISSISSIPPI LUMBER CO	A74499	09/10/2020	BOLT, KEYS, PADLOCK	022-322-555-250	73.13
GTR SOLID WASTE MGMT. AUTH	08.31.20	09/11/2020	AUGUST 2020 SOLID WASTE TICKETS	022-322-600-379	38,211.86
GATEWAY TIRE & SERVICE CENTER	1018-131344	09/11/2020	REPAIR FLAT	022-322-630-360	15.30
GATEWAY TIRE & SERVICE CENTER	1018-131443	09/11/2020	TRUCK #93 2 NEW TIRES & MOUNTS	022-322-630-360	591.20

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
H&O TRUCKS & TRAILER REPAIR L.L.C.	63421	09/11/2020	TRUCK#98 REPLACE BROKEN WHEEL STUDS	022-322-630-360	187.92
EMPIRE TRUCK SALES, LLC	RE005012909-02C	09/14/2020	OVERPAYMENT ON INVOICE #RE005012909:02	022-322-630-360	-23.36
GATEWAY TIRE & SERVICE CENTER	1018-131513	09/15/2020	TRUCK #42 ONE NEW TIRE + OUTSIDE MOUNT	022-322-630-360	295.60
STARKVILLE AUTO PARTS	137225	09/15/2020	DEX 111 DEF FLUID, HYD FLUI	022-322-630-360	703.71
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	4235	09/15/2020	SEPTEMBER 2020 MONTHLY TESTING	022-322-525-231	66.00
EAST MISSISSIPPI LUMBER CO	A74718	09/15/2020	CUT CHAIN, PADLOCK, 3 PACK PADLOCK	022-322-555-250	72.91
GATEWAY TIRE & SERVICE CENTER	1018-131699	09/17/2020	TRUCK #98 ONE NEW TIRE + SERVICE CALL	022-322-630-360	451.00
GATEWAY TIRE & SERVICE CENTER	1018-131784	09/17/2020	TRUCK #42 ONE NEW TIRE & OUTSIDE MOUNT	022-322-630-360	354.70
SPORTS SPECIALTY	37139	09/18/2020	NEW EMPLOYEE UNIFORMS/REPLACEMENT SHIRTS	022-322-535-233	1,089.00
GATEWAY TIRE & SERVICE CENTER	1018-131876	09/19/2020	TRUCK 43- NEW TIRE AND MOUNT	022-322-630-360	295.60
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0820	09/21/2020	FACILITY DUDE SOFTWARE	022-322-600-333	6,375.53
EAST MISSISSIPPI LUMBER CO	A75084	09/21/2020	BASE 2 PAINT	022-322-555-250	147.24
FUELMAN / FLEETCOR	NP58865776	09/21/2020	FUEL REPORT 09/14/20 - 9/20/20	022-322-525-231	1,492.30
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	010451	09/22/2020	142 GAL SOAP	022-322-555-250	560.90
POWERSTROKE EQUIPMENT SALES & SVC	5042	09/22/2020	REPAIR EXMARK MOWER, AIR FILTER	022-322-555-250	64.93
GATEWAY TIRE & SERVICE CENTER	1018-132045	09/23/2020	TRUCK #40 NEW TIRE AND MOUNT	022-322-630-360	295.60
STARKVILLE AUTO PARTS	137488	09/23/2020	WASHER FLUID, HALO.BULB, CARB CLEANER, OIL	022-322-630-360	106.00
TRI-STATE TRUCKCENTER*	02W7047	09/24/2020	TRUCK #98 FAN BELT REPAIRS	022-322-630-360	1,893.60
STARKVILLE UTILITIES	INV0032635	09/28/2020	UTILITY BILLS BY DEPT	022-322-625-380	1,955.36
Outstanding Total:					57,686.64
Department 322 - SANITATION DEPARTMENT Total:					57,686.64
Fund 022 - ENVIRONMENTAL SERVICES Total:					57,686.64

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

FALCON CONTRACTING CO.,IN	3995	09/24/2020	STREET OVERLAYS	319-600-912-800	863,419.46
Outstanding Total:					863,419.46
Department 600 - CAPITAL PROJECTS Total:					863,419.46
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					863,419.46

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

DALHOFF THOMAS DESIGN STUDIO	9594	09/08/2020	PROJ 18-367 CORNERSTONE PARK- AUGUST 2020	380-551-600-945	24,456.00
Outstanding Total:					24,456.00
Department 551 - PARK & REC TOURISM Total:					24,456.00
Fund 380 - PARK BONDS 2020 Total:					24,456.00

Expense Approval Report

Post Dates: 9/17/2020 - 9/29/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032641	09/28/2020	2% HOTEL/MOTEL TAX	610-000-147-656	16,839.88
Outstanding Total:					16,839.88
Department 000 - UNDESIGNATED Total:					16,839.88
Fund 610 - TRUST & AGENCY Total:					16,839.88
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU /2% TAX REVENUE	INV0032638	09/28/2020	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	31,966.65
O.C.E.D.A	INV0032639	09/28/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	23,974.99
STARKVILLE CONVENTIONS/VISITORS BUR	INV0032640	09/28/2020	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	23,974.99
Outstanding Total:					79,916.63
Department 000 - UNDESIGNATED Total:					79,916.63
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					79,916.63
Grand Total:					1,584,040.69

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	499,042.85	425.00
002 - RESTRICTED POLICE FUND	26,850.00	0.00
015 - AIRPORT FUND	15,829.23	0.00
022 - ENVIRONMENTAL SERVICES	57,686.64	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	863,419.46	0.00
380 - PARK BONDS 2020	24,456.00	0.00
610 - TRUST & AGENCY	16,839.88	0.00
630 - ECONOMIC DEV, TOURISM & CONV	79,916.63	0.00
Grand Total:	1,584,040.69	425.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE E	1,424.35	0.00
001-000-149-691	MUNICIPAL COURT BON	425.00	425.00
001-000-160-697	DONATION FIRE	138.36	0.00
001-000-160-698	DONATION POLICE	302.33	0.00
001-000-334-126	POLICE FORFEITED FUN	3,548.40	0.00
001-000-365-637	BEAUTIFICATION AND M	1,917.00	0.00
001-100-604-330	COMMUNICATIONS	317.40	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	181.74	0.00
001-110-604-330	POSTAGE / COMMUNICA	424.51	0.00
001-111-604-330	COMMUNICATIONS	141.80	0.00
001-120-503-202	COMMITTEE SUPPORT	5.35	0.00
001-120-600-300	PROFESSIONAL SERVICE	7,445.44	0.00
001-120-604-330	COMMUNICATIONS	319.95	0.00
001-123-604-330	COMMUNICATIONS	812.79	0.00
001-123-918-805	MACHINERY, EQUIPMEN	2,215.00	0.00
001-142-600-301	AUDITING	39,100.00	0.00
001-145-501-200	SUPPLIES	1,019.45	0.00
001-145-604-330	POSTAGE/COPIER/PHON	1,440.40	0.00
001-145-610-350	TRAVEL/TRAINING	200.00	0.00
001-145-691-550	MISCELLANEOUS	-37.75	0.00
001-145-918-805	EQUIPMENT AND FURNI	604.80	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	7,000.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	2,886.20	0.00
001-169-615-342	LEGAL ADVERTISING & N	2,219.20	0.00
001-180-600-320	DRUG/BACKGROUND CH	210.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	200.54	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	365.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	1,003.95	0.00
001-192-510-220	SUPPLIES	390.13	0.00
001-192-535-233	COVID-19 EXPENSES	6,796.73	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00
001-192-625-380	UTILITIES	39.84	0.00
001-192-630-403	REPAIRS TO BUILDING	624.00	0.00
001-197-501-200	SUPPLIES	162.19	0.00
001-197-525-231	GAS & OIL	40.70	0.00
001-197-600-308	ENGINEERING SERVICES	532.50	0.00
001-197-604-330	COMMUNICATIONS	204.02	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-690-555	DUES	384.00	0.00
001-201-501-200	OFFICE SUPPLIES	988.04	0.00
001-201-525-231	GAS & OIL	1,740.57	0.00
001-201-535-233	UNIFORMS	1,429.30	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-541-240	PRISONER MEDICAL EXP	535.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,530.00	0.00
001-201-555-208	JANITORIAL SUPPLIES	408.69	0.00
001-201-556-251	POLICE SUPPLIES	6,187.56	0.00
001-201-600-300	PROFESSIONAL SERVICE	4,390.25	0.00
001-201-600-304	INFORMANT FEES	1,015.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	178.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	3,471.37	0.00
001-201-625-380	UTILITIES	177.21	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	6,435.84	0.00
001-201-630-404	RADIO MAINTENANCE /	1,035.00	0.00
001-201-630-426	BUILDING MAINTENANC	50.00	0.00
001-201-635-367	MOTORCYCLE RENTAL	2,100.00	0.00
001-201-635-369	COPIER RENTAL	1,022.22	0.00
001-201-690-450	GPS EXPENSES	1,052.35	0.00
001-201-691-550	MISCELLANEOUS	33.53	0.00
001-261-501-200	OFFICE SUPPLIES	779.67	0.00
001-261-525-231	GAS & OIL	446.49	0.00
001-261-535-233	UNIFORMS	410.00	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	1,648.98	0.00
001-261-558-269	BUILDING MAINTENANC	1,091.56	0.00
001-261-600-319	PHYSICAL EXAMINATION	1,035.00	0.00
001-261-600-390	FIRE TRAINING	1,969.00	0.00
001-261-600-430	UNIFORM CLEANING	222.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,493.43	0.00
001-261-625-380	UTILITIES	2,105.39	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	3,237.08	0.00
001-261-690-450	GPS EXPENSES	323.80	0.00
001-261-918-805	EQUIP / FIRE UNIFORMS	5,792.00	0.00
001-281-501-200	OFFICE SUPPLIES	120.00	0.00
001-281-525-231	GAS & OIL	41.63	0.00
001-281-604-330	COPIER/PHONES/IPADS/	204.00	0.00
001-281-690-450	GPS EXPENSES	145.71	0.00
001-290-625-380	UTILITIES / CODE RED	220.20	0.00
001-301-515-221	ENVIRONMENTAL CONT	56.25	0.00
001-301-525-231	GAS & OIL	487.61	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	1,475.51	0.00
001-301-560-270	CONSTRUCTION MATERI	3,125.60	0.00
001-301-561-271	SPRAYING- DRAINAGE M	11,026.00	0.00
001-301-565-272	STREETS SIGNS & PAINT	4,798.90	0.00
001-301-604-330	COMMUNICATIONS	416.75	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	29,094.71	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,270.55	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,387.38	0.00
001-301-690-431	WORKFLOW SOFTWARE	2,907.53	0.00
001-301-690-450	GPS EXPENSES	275.23	0.00
001-360-525-231	GAS & OIL	32.33	0.00
001-360-555-250	SUPPLIES & SMALL TOOL	15.00	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-501-110	FIELD SUPPLIES	5,682.01	0.00
001-550-501-200	OFFICE SUPPLIES	2,594.39	0.00
001-550-501-208	JANITORIAL SUPPLIES	256.37	0.00
001-550-501-220	COMMUNITY RECREATI	125.00	0.00
001-550-501-415	SPORTS PROGRAMS	834.62	0.00
001-550-512-200	TOURNAMENT SUPPLIES	242.75	0.00
001-550-525-231	GAS & OIL	113.08	0.00
001-550-535-233	UNIFORMS	66.00	0.00
001-550-555-250	SMALL EQUIP / COMPUT	1,962.51	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-300	PROFESSIONAL SERVICE	1,050.60	0.00
001-550-600-330	PHONES/COPIERS/POST	912.87	0.00
001-550-600-340	UTILITIES	17,744.32	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	925.94	0.00
001-550-630-426	BUILDING MAINT/REPAI	3,493.60	0.00
001-550-690-450	GPS EXPENSES	270.04	0.00
001-600-912-802	OLGA - BRIARWICK REP	950.00	0.00
001-800-820-840	2016 BOND: 3M POLICE	120,000.00	0.00
001-800-820-855	2016 BOND: 2.4 M POLI	95,000.00	0.00
001-800-830-829	2016 BOND: 3M POLICE	27,606.25	0.00
001-800-830-830	2016 BOND: 2.4 M POLI	22,406.25	0.00
002-251-918-805	MACHINERY AND EQUIP	26,850.00	0.00
015-505-501-198	BUILDING REPAIRS & M	72.34	0.00
015-505-525-231	GAS & OIL	18.99	0.00
015-505-525-233	JET A FUEL PURCHASES	12,610.44	0.00
015-505-541-237	OPERATING SUPPLIES	122.18	0.00
015-505-570-273	VEHICLE REPAIR PARTS	431.55	0.00
015-505-600-338	CONTRACT & LEGAL SER	318.21	0.00
015-505-604-330	CELL PHONE/POSTAGE	276.74	0.00
015-505-625-380	UTILITIES	1,584.88	0.00
015-505-630-400	EQUIPMENT REPAIR &	346.52	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	15.00	0.00
022-322-525-231	GAS & OIL	1,558.30	0.00
022-322-535-233	UNIFORMS	1,089.00	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	919.11	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	6,375.53	0.00
022-322-600-364	BILLING SERVICES	260.50	0.00
022-322-600-379	LANDFILL FEES	38,211.86	0.00
022-322-604-330	COMMUNICATIONS	121.34	0.00
022-322-625-380	UTILITIES	1,955.36	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	6,646.13	0.00
022-322-630-400	EQUIPMENT REPAIR &	80.00	0.00
022-322-691-450	GPS EXPENSES	469.51	0.00
319-600-912-800	STREET OVERLAYS	863,419.46	0.00
380-551-600-945	CORNERSTONE PROFESS	24,456.00	0.00
610-000-147-656	DUE TO GOVERNMENT	16,839.88	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	31,966.65	0.00
630-000-147-664	DUE TO VISITORS/CONV.	23,974.99	0.00
630-000-148-655	DUE TO OCEDA	23,974.99	0.00
Grand Total:		1,584,040.69	425.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,584,040.69	425.00
Grand Total:	1,584,040.69	425.00



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

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

David Wise

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

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE										
INV-1193	09/16/20	0 Contractor-Wastewater SCADA		10/07/20	2240.00	.00	ACH			
INV-1202 & 1203	09/23/20	0 Repairs, Contractor		10/07/20	2194.34	.00	ACH			
				VENDOR TOTAL:	4434.34					
VENDOR: 14 ADS SECURITY										
15304120	09/23/20	0 Security monitoring		10/07/20	59.85	.00	ACH			
				VENDOR TOTAL:	59.85					
VENDOR: 124 ATMOS ENERGY										
3020752702-9/20	09/16/20	0 Utility bill		10/07/20	36.76	.00	ACH			
				VENDOR TOTAL:	36.76					
VENDOR: 188 BOX CONSTRUCTION LLC										
8/19/20 - 25,27	09/30/20	0 Hydrant replacements		10/07/20	3220.00	.00	ACH			
9/23/20 - 31	09/30/20	0 Sewer tap repairs		10/07/20	925.75	.00	ACH			
				VENDOR TOTAL:	4145.75					
VENDOR: 189 BANCORPSOUTH-2012 BONDS										
10/01/20	09/24/20	0 2.6M GO Bond Payment		10/07/20	16904.52	.00	CHK			
				VENDOR TOTAL:	16904.52					
VENDOR: 307 CITY OF STARKVILLE										
SEPT 2020--SALARY	09/23/20	0 Reimb City Salaries		10/07/20	3446.39	.00	CHK			
				VENDOR TOTAL:	3446.39					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3101688-PT 2	09/24/20	3959 Hydrants		10/07/20	12520.00	.00	CHK			
3101860-PT 2	09/24/20	3969 Parts		10/07/20	441.32	.00	CHK			
				VENDOR TOTAL:	12961.32					
VENDOR: 611 4-D CONSTRUCTION INC										
9/17/20	09/23/20	0 Pleasant Acres Construction		10/07/20	1750.00	.00	CHK			
				VENDOR TOTAL:	1750.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23110

RUN DATE 09/30/20 PAGE 2
08:41 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	639	GOLDEN TRIANGLE									
3062092020	09/28/20	0	Billing services		10/07/20	64.00	.00	ACH			
				VENDOR TOTAL:		64.00					
VENDOR:	690	GARVER LLC									
19W10070-4	09/16/20	0	Engineering-Trim Cane		10/07/20	13600.00	.00	ACH			
19W10280-11	09/16/20	0	Engineering-Green Oaks		10/07/20	7400.00	.00	ACH			
				VENDOR TOTAL:		21000.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC									
959265	09/23/20	0	Sewer rework		10/07/20	6480.00	.00	ACH			
959268, 272	09/30/20	0	Water, Sewer repairs		10/07/20	4279.75	.00	ACH			
959269, 270, 271	09/28/20	0	Water repairs		10/07/20	8265.00	.00	ACH			
				VENDOR TOTAL:		19024.75					
VENDOR:	1106	LESLIE DEAN									
082, 083	09/30/20	0	Maintenance		10/07/20	2675.00	.00	ACH			
				VENDOR TOTAL:		2675.00					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
096,154,130,646	09/25/20	0	Supplies		10/07/20	1070.91	.00	ACH			
				VENDOR TOTAL:		1070.91					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
SEPT 2020	09/28/20	0	Utility bills		10/07/20	60677.22	.00	DFT			
				VENDOR TOTAL:		60677.22					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-0820	09/23/20	0	Due to Elec Dept-146.10		10/07/20	74388.19	.00	ACH			
				VENDOR TOTAL:		74388.19					
VENDOR:	2104	UPS									
24W1X6360	09/16/20	0	Postage		10/07/20	28.62	.00	CHK			
24W1X6370	09/23/20	0	Postage		10/07/20	26.67	.00	CHK			

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23110

RUN DATE 09/30/20 PAGE 3
08:41 AM

INVOICE
24WIX6380

DATE 09/24/20
PO NBR DESCRIPTION
0 Postage

VENDOR TOTAL: 81.96

VENDOR: 2221 VOLKERT, INC.

01908008 09/23/20 0 Engineering-WWTP Biosolids

INVOICE AMOUNT 18405.00

PMT TYP ACH

VENDOR TOTAL: 18405.00

VENDOR: 2308 WILSON'S TREE SERVICE LLC

192378, 192379 09/23/20 0 Clearing

INVOICE AMOUNT 2000.00

PMT TYP ACH

VENDOR TOTAL: 2000.00

VENDOR: 9909777 EFFICACY SOLUTIONS LLC

2020007 09/30/20 0 Contract labor

INVOICE AMOUNT 2314.85

PMT TYP ACH

VENDOR TOTAL: 2314.85

GRAND TOTAL: 245440.81

PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ
TAX AMOUNT .00 CHK

STARKVILLE UTILITIES PRG. ACTPAYLT			ACCOUNTS PAYABLE LISTING FOR: 10/07/20 ACCOUNT 23200			UNPAID INVOICES		RUN DATE 09/30/20		PAGE 1 03:40 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR:	110	ARKANSAS ELECTRIC									
03971919	09/28/20	9404 Materials		10/07/20	1470.00	.00	ACH				
US96164	09/28/20	9341 Stock Materials		10/07/20	405.00	.00	ACH				
		VENDOR TOTAL:			1875.00						
VENDOR:	131	ALTEC INDUSTRIES, INC.									
11344441-2	09/28/20	9436 Unpaid Freight Charges		10/07/20	103.61	.00	ACH				
		VENDOR TOTAL:			103.61						
VENDOR:	134	ATWELL & GENT, P.A.									
9626	09/24/20	0 Engineering Services		10/07/20	6150.00	.00	ACH				
9627	09/24/20	0 Engineering Services		10/07/20	29663.00	.00	ACH				
9628	09/24/20	0 Engineering Services		10/07/20	280.00	.00	ACH				
9629	09/24/20	0 Engineering Services		10/07/20	390.00	.00	ACH				
9630	09/24/20	0 Engineering Services		10/07/20	540.00	.00	ACH				
		VENDOR TOTAL:			37023.00						
VENDOR:	139	ACC BUSINESS									
202575242-9/27	09/25/20	0 Internet services		10/07/20	1361.44	.00	ACH				
		VENDOR TOTAL:			1361.44						
VENDOR:	143	ARTHUR J. GALLAGHER & CO.									
3589863	09/23/20	0 Credit Deposit Insurance		10/07/20	3983.60	.00	ACH				
3595009	09/25/20	0 2020-21 DIC Insurance Renewa		10/07/20	177170.44	.00	ACH				
		VENDOR TOTAL:			181154.04						
VENDOR:	202	BELL BUILDING SUPPLY									
298403	09/28/20	9419 Wasp&Hornet Killer		10/07/20	191.76	.00	ACH				
		VENDOR TOTAL:			191.76						
VENDOR:	227	BULLDOG TOWING, LLC									
42024;42025	09/28/20	9427 Tow Truck Service		10/07/20	375.00	.00	CHK				
		VENDOR TOTAL:			375.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

RUN DATE 09/30/20 PAGE 2
03:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	284	CHANCELLOR CONSTRUCTION, LLC									
REP #7 - 9/08/20	09/16/20	0	Substation Construction		10/07/20	476603.49	.00	ACH			
			VENDOR TOTAL:			476603.49					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN									
SEPT 2020-ADMIN	09/23/20	0	Administrative Fees		10/07/20	8914.60	.00	CHK			
			VENDOR TOTAL:			8914.60					
VENDOR:	307	CITY OF STARKVILLE									
AUG 2020-EXP	09/28/20	0	Due to City		10/07/20	1824.41	.00	CHK			
SEPT 2020-STL	09/23/20	0	Reimb St Louis salary		10/07/20	4313.40	.00	CHK			
			VENDOR TOTAL:			6137.81					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
8/20/20, 9/20/20	09/25/20	0	Storage unit rental		10/07/20	230.00	.00	ACH			
			VENDOR TOTAL:			230.00					
VENDOR:	321	COLE'S AUTO REPAIR									
19131	09/28/20	9385	Repairs		10/07/20	817.94	.00	CHK			
			VENDOR TOTAL:			817.94					
VENDOR:	341	CDW GOVERNMENT, INC									
WRW8590;ZLS0609	09/28/20	9442	Office Supplies		10/07/20	1259.16	.00	ACH			
			VENDOR TOTAL:			1259.16					
VENDOR:	356	THE CLINIC AT ELM LAKE PA									
8/31/20 STMT	09/16/20	0	Employee Screening		10/07/20	605.00	.00	ACH			
			VENDOR TOTAL:			605.00					
VENDOR:	400	IVY AUTO PARTS									
136;807;009	09/28/20	9422	Parts		10/07/20	335.13	.00	ACH			
			VENDOR TOTAL:			335.13					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

RUN DATE 09/30/20 PAGE 3
03:40 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	604	FASTENAL COMPANY									
94157;94158	09/28/20	9421 Supplies		10/07/20	49.99	.00	ACH				
94333;94344	09/28/20	9433 Supplies		10/07/20	119.00	.00	ACH				
		VENDOR TOTAL:			168.99						
VENDOR:	616	FUELMAN									
NP58843678	09/16/20	0 Fuel		10/07/20	2443.19	.00	CHK				
NP58865776	09/23/20	0 Fuel		10/07/20	1311.38	.00	CHK				
NP58891405	09/30/20	0 Fuel		10/07/20	1371.77	.00	CHK				
		VENDOR TOTAL:			5126.34						
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-131493	09/28/20	9428 Repair		10/07/20	15.30	.00	CHK				
		VENDOR TOTAL:			15.30						
VENDOR:	696	GARNER LUMLEY ELECTRIC									
572408	09/28/20	9290 Equipment		10/07/20	976.00	.00	ACH				
572741;572482	09/28/20	9388 Materials		10/07/20	809.40	.00	ACH				
		VENDOR TOTAL:			1785.40						
VENDOR:	697	GARNER COMPUTER SERVICE									
1046463	09/28/20	9423 ProfService & Maint		10/07/20	4585.00	.00	ACH				
		VENDOR TOTAL:			4585.00						
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE									
700;047;457;ETC	09/28/20	9430 Landfill Charge		10/07/20	528.12	.00	ACH				
		VENDOR TOTAL:			528.12						
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.									
50018785	09/28/20	9381 Stock Material		10/07/20	1851.00	.00	ACH				
		VENDOR TOTAL:			1851.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

RUN DATE 09/30/20 PAGE 4
03:40 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	801	QUADIENT FINANCE USA INC.								
8/27/20	09/16/20	0 Postage		10/07/20	45.99	.00	CHK			
				VENDOR TOTAL:	45.99					
VENDOR:	1010	JT RAY COMPANY								
200915-0454	09/23/20	0 Copier service		10/07/20	42.24	.00	ACH			
				VENDOR TOTAL:	42.24					
VENDOR:	1017	JBHM ARCHITECTS PA								
20003.00 - #6	09/16/20	0 Consulting		10/07/20	31305.62	.00	ACH			
				VENDOR TOTAL:	31305.62					
VENDOR:	1205	LOWE'S								
307;531;583	09/28/20	9371 Materials		10/07/20	30.88	.00	CHK			
321;020;008;ETC	09/28/20	9444 Materials & Supplies		10/07/20	468.14	.00	CHK			
				VENDOR TOTAL:	499.02					
VENDOR:	1305	NEXAIR, LLC								
08123626	09/28/20	9434 Gas Cylinder Rentals		10/07/20	50.62	.00	ACH			
				VENDOR TOTAL:	50.62					
VENDOR:	1319	MONT'S PAPER & PACKAGING								
374397	09/23/20	0 Office supplies-Checks		10/07/20	639.34	.00	ACH			
374587	09/28/20	9420 Store supplies		10/07/20	231.83	.00	ACH			
				VENDOR TOTAL:	871.17					
VENDOR:	1335	VERIZON CONNECT NWF, INC								
OSV000002208750	09/23/20	0 Vehicle GPS Services-CITY206		10/07/20	777.12	.00	CHK			
				VENDOR TOTAL:	777.12					
VENDOR:	1394	NARRATIVE 12 LLC								
8/26/20	09/30/20	0 Consulting		10/07/20	4850.00	.00	ACH			
9/25/20	09/25/20	0 Consulting		10/07/20	4000.00	.00	ACH			
				VENDOR TOTAL:	8850.00					

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING -			UNPAID INVOICES		RUN DATE 09/30/20		PAGE 5	
PRG. ACTPAYLT			FOR: 10/07/20 ACCOUNT 23200					03:40 PM			
INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR:	1400	NESCO									
S2404764.001	09/28/20	9391 Uniforms		10/07/20	2338.86	.00	ACH				
S2406438	09/28/20	9383 Supplies		10/07/20	1351.84	.00	ACH				
S2410073.001	09/28/20	9410 Supplies		10/07/20	1581.24	.00	ACH				
				VENDOR TOTAL:	5271.94						
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
591924	09/28/20	9357 Uniforms		10/07/20	90.26	.00	ACH				
600780	09/28/20	9397 Parts		10/07/20	159.00	.00	CHK				
603657	09/28/20	9376 Uniforms		10/07/20	160.00	.00	ACH				
				VENDOR TOTAL:	409.26						
VENDOR:	1662	PROGRAPHICS									
77825	09/16/20	0 Supplies		10/07/20	355.00	.00	CHK				
77908	09/28/20	0 Magnets-Decals		10/07/20	220.00	.00	CHK				
				VENDOR TOTAL:	575.00						
VENDOR:	1800	RACKLEY OIL, INC.									
000537339	09/28/20	9405 Fuel		10/07/20	29.95	.00	ACH				
				VENDOR TOTAL:	29.95						
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
9/03/20	09/16/20	0 Lights, Computer software, S		10/07/20	4885.59	.00	CHK				
				VENDOR TOTAL:	4885.59						
VENDOR:	1818	UNITED RENTALS, INC.									
1155708	09/28/20	9408 Rental		10/07/20	422.97	.00	ACH				
184511013-002	09/28/20	9441 Rental		10/07/20	1767.10	.00	ACH				
631-158;879-027	09/28/20	9437 Rental		10/07/20	2395.01	.00	ACH				
				VENDOR TOTAL:	4585.08						
VENDOR:	1823	RENASANT INSURANCE, INC.									
1093991, 1094678	09/23/20	0 Employee surety bond		10/07/20	350.00	.00	CHK				
				VENDOR TOTAL:	350.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 09/30/20 PAGE 6
03:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1886	SEDC										
30735	09/16/20	0	Billing services		10/07/20	25446.71	.00	ACH				
					VENDOR TOTAL:	25446.71						
VENDOR:	1887	S & S LINE SERVICE INC										
2170-2171	09/16/20	0	ROW Clearing		10/07/20	6589.20	.00	ACH				
2172-2175	09/23/20	0	ROW Clearing		10/07/20	8830.60	.00	ACH				
2176-2179	09/28/20	0	ROW Clearing		10/07/20	8830.60	.00	ACH				
					VENDOR TOTAL:	24250.40						
VENDOR:	1893	SCHWEITZER ENGINEERING LAB										
000521912	09/28/20	9407	Controller		10/07/20	7710.00	.00	ACH				
SA0000000004178	09/28/20	9224	Equipment		10/07/20	665590.00	.00	ACH				
					VENDOR TOTAL:	673300.00						
VENDOR:	1895	SOLOMON TRANSFORMERS, LLC										
2085	09/28/20	9297	Transformers		10/07/20	2304.00	.00	CHK				
					VENDOR TOTAL:	2304.00						
VENDOR:	1910	STARKVILLE ELEC-UTILITY BILL										
SEPT 2020	09/28/20	0	Utility bills		10/07/20	670.80	.00	DFT				
					VENDOR TOTAL:	670.80						
VENDOR:	1911	SPRINGER ENGINEERING INC										
13890	09/25/20	0	Soil Study, Planning		10/07/20	22600.00	.00	CHK				
					VENDOR TOTAL:	22600.00						
VENDOR:	1920	CANNON FORD LINCOLN OF STARK										
4437	09/28/20	9431	Parts, Labor, Service		10/07/20	186.87	.00	CHK				
					VENDOR TOTAL:	186.87						
VENDOR:	1925	SCOTT PETROLEUM CORP.										
1415021	09/28/20	9418	Fuel Refill		10/07/20	42.00	.00	ACH				
					VENDOR TOTAL:	42.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

RUN DATE 09/30/20 PAGE 7
03:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1927	STAPLES BUSINESS CREDIT										
9/25/20 STMT	09/28/20	0	Office Supplies		10/07/20	1350.15	.00	CHK				
					VENDOR TOTAL:	1350.15						
VENDOR:	1940	STUART C. IRBY										
S01207452.01	09/28/20	9417	Stock Material		10/07/20	95.00	.00	ACH				
					VENDOR TOTAL:	95.00						
VENDOR:	1943	SOUTHERN TELECOMMUNICATIONS										
AUG 2020	09/16/20	0	Phone bill		10/07/20	350.51	.00	CHK				
					VENDOR TOTAL:	350.51						
VENDOR:	1945	SULLIVAN'S										
57889	09/23/20	0	Office supplies		10/07/20	68.99	.00	ACH				
					VENDOR TOTAL:	68.99						
VENDOR:	2012	TVA/POWER PLAY SCH ASSN										
10/01/20	09/28/20	0	Dues		10/07/20	550.00	.00	CHK				
					VENDOR TOTAL:	550.00						
VENDOR:	2019	TC MARKETING LLC										
1568	09/28/20	9396	Uniforms		10/07/20	287.70	.00	CHK				
					VENDOR TOTAL:	287.70						
VENDOR:	2021	TCC FACILITIES MANAGEMENT										
4062	09/16/20	0	Janitorial services		10/07/20	450.00	.00	ACH				
					VENDOR TOTAL:	450.00						
VENDOR:	2040	TVPPA EDUCATION & TRAIN.										
INV-21444, 23649	09/25/20	0	Safety training		10/07/20	1284.50	.00	ACH				
					VENDOR TOTAL:	1284.50						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

RUN DATE 09/30/20 PAGE 8
03:40 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2118	BORDER STATES ELECTRIC								
920571927	09/28/20	9402 Stock Material		10/07/20	492.00	.00	ACH			
				VENDOR TOTAL:	492.00					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.								
00370996	09/28/20	9435 Gas cylinder rentals		10/07/20	37.08	.00	ACH			
				VENDOR TOTAL:	37.08					
VENDOR:	2300	WALMART COMMUNITY BRC								
9/16/20 STMT	09/23/20	0 Office Supplies		10/07/20	634.66	.00	CHK			
				VENDOR TOTAL:	634.66					
VENDOR:	2305	WASTE PRO								
009165	09/28/20	9432 Dumpster fees		10/07/20	352.30	.00	ACH			
				VENDOR TOTAL:	352.30					
VENDOR:	2324	WREN BODY WORKS LLC								
36645	09/28/20	9353 Parts, Labor, Service		10/07/20	4921.62	.00	ACH			
				VENDOR TOTAL:	4921.62					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
61648	09/16/20	0 Water		10/07/20	41.00	.00	ACH			
62008	09/25/20	0 Water		10/07/20	16.40	.00	ACH			
				VENDOR TOTAL:	57.40					
VENDOR:	2334	WORSHAM BROTHERS CONSTR LLC								
REP#1 - 9/30/20	09/30/20	0 Operations Center Constructi		10/07/20	146300.00	.00	CHK			
				VENDOR TOTAL:	146300.00					
VENDOR:	99009772	FEDCORP INTEGRATED SOLUTIONS								
INV21639	09/16/20	0 Drive thru repairs		10/07/20	149.00	.00	CHK			
				VENDOR TOTAL:	149.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/20 ACCOUNT 23200

RUN DATE 09/30/20 PAGE 9
03:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	99009971		SERVICEMASTER RESTORATION									
202707-0910	09/16/20	0	Janitorial cleaning		10/07/20	438.00	.00	ACH				
			VENDOR TOTAL:			438.00						
VENDOR:	99009982		RICHARDSON CONSULTING									
9/10/20	09/16/20	0	Training		10/07/20	1290.40	.00	CHK				
			VENDOR TOTAL:			1290.40						
			GRAND TOTAL:			1697505.82						



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/06/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2020 – 2021 Budget

FISCAL NOTE: Total Claims for the FY 21 Claims Docket Ending October 1, 2020 is \$ 298,213.71
Of which the claims amount for Starkville Utilities is \$ 0

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of October 01, 2020 for fiscal years ending 09/30/21, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 10/1/2020 - 10/1/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-000-053-206	6,226.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-000-053-206	2,075.03
Outstanding Total:					8,301.03
Department 000 - UNDESIGNATED Total:					8,301.03
Department: 110 - MUNICIPAL COURT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-110-491-135	987.67
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-110-604-330	320.00
Outstanding Total:					1,307.67
Department 110 - MUNICIPAL COURT Total:					1,307.67
Department: 120 - MAYORS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-120-491-135	212.37
CADENCE /ELAN VISA	INV0032642	09/05/2020	PODBEAN- AUTO RENEWAL	001-120-604-330	108.00
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-120-604-330	10.00
Outstanding Total:					330.37
Department 120 - MAYORS OFFICE Total:					330.37
Department: 123 - IT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-123-491-135	518.00
TYLER TECHNOLOGIES	130-16423	10/01/2020	POLICE SERVER MAINT NOV.20--OCT. 21	001-123-918-805	7,863.30
Outstanding Total:					8,381.30
Department 123 - IT Total:					8,381.30
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-142-491-135	987.67
Outstanding Total:					987.67
Department 142 - CITY CLERKS OFFICE Total:					987.67
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-145-604-330	160.00
Outstanding Total:					160.00
Department 145 - OTHER ADMINISTRATIVE Total:					160.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-180-491-135	518.00

Expense Approval Report

Post Dates: 10/1/2020 - 10/1/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-180-604-330	50.00
Outstanding Total:					568.00
Department 180 - HUMAN RESOURCES Total:					568.00

Department: 190 - CITY PLANNER

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-190-491-135	237.67
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-190-604-330	170.00
Outstanding Total:					407.67
Department 190 - CITY PLANNER Total:					407.67

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

POLLAN & ASSOC. PA	2020821	09/10/2020	DISINFECTANT SPRAY- 12 CANS PER CASE	001-192-535-233	149.88
SULLIVAN'S OFFICE SUPPLY, INC.	57883	09/18/2020	PANELS FOR SOUNDBOOTH IN COURTROOM	001-192-535-233	1,628.32
NEWELL PAPER COMPANY	3115169	09/21/2020	DISINFECTANT, TISSUE, AIR FRESHNR, BOWL BRUSH	001-192-535-233	44.50
SULLIVAN'S OFFICE SUPPLY, INC.	58096	09/29/2020	2 TASK CHAIRS FOR COURTROOM BOOTH	001-192-535-233	604.80
SECURITY SOLUTIONS	202421	09/30/2020	TELECONFERENCE TV INSTALLATION-CITY HALL	001-192-535-233	3,071.70
SECURITY SOLUTIONS	202422	09/30/2020	TELECONFERENCE TV INSTALLATION-PARK & REC BLDG	001-192-535-233	2,047.80
SECURITY SOLUTIONS	202423	09/30/2020	TELECONFERENCING CABLING FOR THE COURTROOM	001-192-535-233	1,490.00
STARKVILLE UTILITIES	INV0032689	09/30/2020	UTILITY BILLS BY DEPT	001-192-625-380	3,460.35
Outstanding Total:					12,497.35
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					12,497.35

Department: 197 - ENGINEERING

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-197-491-135	987.67
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-197-604-330	50.00
RIVER SCIENCE, LLC	1202	09/23/2020	STORMWATER MITIGATION STUDY, HOLLYWOOD BLVD	001-197-600-308	1,000.00
CADENCE /ELAN VISA	46020313	09/25/2020	AUTODESK RENEWAL-FULL VERSION/BURNETT	001-197-502-201	2,359.35
FUELMAN / FLETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	001-197-525-231	26.70
SULLIVAN'S OFFICE SUPPLY, INC.	58075	09/29/2020	LARGE FORMAT PAPER FOR INKJET	001-197-501-200	256.90
Outstanding Total:					4,680.62
Department 197 - ENGINEERING Total:					4,680.62

Department: 201 - POLICE DEPARTMENT

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-201-491-135	22,828.67
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-201-604-330	20.00
BRISLIN, INC	201108	09/21/2020	BI MONTHLY MAINT AGREEMENT/POLICE	001-201-630-426	2,350.00
CADENCE /ELAN VISA	INV0032643	09/21/2020	24 HYDRATE- FOREIGN TRANS. FEE	001-201-691-550	33.98
FUELMAN / FLETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	001-201-525-231	1,455.75

Expense Approval Report

Post Dates: 10/1/2020 - 10/1/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1Y4M-7MX1-9V7X	09/29/2020	10 MEMORY CARD READERS	001-201-556-251	99.80
STARKVILLE UTILITIES	INV0032689	09/30/2020	UTILITY BILLS BY DEPT	001-201-625-380	3,720.27
Outstanding Total:					30,508.47
Department 201 - POLICE DEPARTMENT Total:					30,508.47

Department: 261 - FIRE DEPARTMENT**Outstanding**

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-261-491-135	32,137.67
ATMOS ENERGY	INV0032644	09/25/2020	# 3018177204 /FIRESTATION	001-261-625-380	58.80
FUELMAN / FLEETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	001-261-525-231	407.82
STARKVILLE UTILITIES	INV0032689	09/30/2020	UTILITY BILLS BY DEPT	001-261-625-380	958.34
Outstanding Total:					33,562.63
Department 261 - FIRE DEPARTMENT Total:					33,562.63

Department: 281 - BUILDING/CODES OFFICE**Outstanding**

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-281-491-135	518.00
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	001-281-604-330	200.00
CADENCE /ELAN VISA	LHVBD-16A04-218	09/23/2020	BUSINESS CARDS FOR MECASKEY	001-281-691-550	54.99
FUELMAN / FLEETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	001-281-525-231	35.92
TRUSTMARK NATIONAL BANK	10.18.20	09/29/2020	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	428.62
TRUSTMARK NATIONAL BANK	10.18.20	09/29/2020	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	22.76
Outstanding Total:					1,260.29
Department 281 - BUILDING/CODES OFFICE Total:					1,260.29

Department: 301 - STREET DEPARTMENT**Outstanding**

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-301-491-135	5,700.17
FUELMAN / FLEETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	001-301-525-231	335.76
TRUSTMARK NATIONAL BANK	10.18.20	09/29/2020	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	428.61
TRUSTMARK NATIONAL BANK	10.18.20	09/29/2020	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	22.76
STARKVILLE UTILITIES	INV0032689	09/30/2020	UTILITY BILLS BY DEPT	001-301-625-380	307.95
STARKVILLE UTILITIES	INV0032689	09/30/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
Outstanding Total:					6,814.03
Department 301 - STREET DEPARTMENT Total:					6,814.03

Department: 360 - ANIMAL CONTROL**Outstanding**

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-360-491-135	518.00
Outstanding Total:					518.00
Department 360 - ANIMAL CONTROL Total:					518.00

Department: 550 - PARKS AND REC DEPARTMENT**Outstanding**

WAUKAWAY DISTRIBUTORS, INC	CLR0820-275	08/01/2020	MONTHLY COOLER RENTAL - PARKS	001-550-501-200	20.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	001-550-480-139	8,301.33
SECURITY SOLUTIONS	201210	09/10/2020	FIRE INSPECTION, INTRUSTION ALARM, OUTLA	001-550-630-426	1,395.00

Expense Approval Report

Post Dates: 10/1/2020 - 10/1/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
KEELING CO	S3845210	09/16/2020	4 SPRINKLERS	001-550-501-110	209.84
KEELING CO	S3845210.001	09/16/2020	12 SPRINKLERS	001-550-501-110	380.58
SADA SYSTEMS	117528	09/21/2020	GSUITE BASIC LICENSE	001-550-600-330	72.00
NEWELL PAPER COMPANY	3115169	09/21/2020	DISINFECTANT, TISSUE, AIR FRESHNR, BOWL BRUSH	001-550-501-208	222.12
POWERSTROKE EQUIPMENT SALES & SVC	5050	09/25/2020	72" EXMARK MOWER	001-550-918-805	8,779.00
FOUR SEASONS LAWN & LANDSCAPE LLC	207036	09/28/2020	LAWN MAINTENANCE, TRIM SHRUBS, MULCH, PULLED WEEDS	001-550-501-110	2,000.00
UPS STORE 3702	2287	09/28/2020	SHIPPING CHARGES	001-550-600-330	24.33
FUELMAN / FLEETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	001-550-525-231	68.08
AMAZON CAPITAL SERVICES, INC.	1K4K-LRLY-M31N	09/29/2020	20 FOLDING TABLES	001-550-501-220	969.90
DOSS ELECTRIC, INC.	5515	09/29/2020	SERVICE WORK ON LIGHTING SYSTEM, REPLACE MODULE	001-550-600-300	360.00
STARKVILLE UTILITIES SECURITY SOLUTIONS	INV0032689	09/30/2020	UTILITY BILLS BY DEPT	001-550-600-340	4.00
	201316	10/01/2020	QUARTERLY MONITORING FIELDS & CONCESSION-PARKS	001-550-630-426	690.00

Outstanding Total: 23,496.18

Department 550 - PARKS AND REC DEPARTMENT Total: 23,496.18

Department: 552 - PARK AND REC ACTIVITIES

Outstanding

KIMLEY HORN	115326000-0820	08/31/2020	10 MINUTE WALK GRANT/SVCS THRU 08.31.20	001-552-600-568	6,041.30
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Outstanding Total: 6,041.30

Department 552 - PARK AND REC ACTIVITIES Total: 6,041.30

Department: 600 - CAPITAL PROJECTS

Outstanding

NEEL-SCHAFER	1066659	09/10/2020	OLD WEST POINT RD BRIDGE REPLACEMENT	001-600-912-806	3,612.05
KIMLEY HORN	014160000-0820	09/29/2020	BUILD GRANT/SVCS THRU 08.31.20	001-600-948-860	13,849.80

Outstanding Total: 17,461.85

Department 600 - CAPITAL PROJECTS Total: 17,461.85

Fund 001 - GENERAL FUND Total: 157,284.43

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	015-505-491-135	1,037.67
BELL BUILDING SUPPLY, INC.	299085	09/16/2020	LUMBER	015-505-691-550	383.21
QUADIENT FINANCE USA, INC.	INV0032688	09/17/2020	ACCT #7900-0440-8069-1508/METER REFILL	015-505-604-330	20.00

Outstanding Total: 1,440.88

Department 505 - AIRPORT Total: 1,440.88

Fund 015 - AIRPORT FUND Total: 1,440.88

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2020-0	09/04/2020	POLICY 0290WC2020 10/1/2020-10/01/2021	022-322-491-135	19,975.08
FUELMAN / FLEETCOR	NP58891405	09/28/2020	FUEL REPORT 09/21/20 - 9/27/20	022-322-525-231	1,285.36
TRUSTMARK NATIONAL BANK	10.18.2020	09/29/2020	#90089/STREET SWEEPER PAYMENT	022-322-820-872	3,571.80
TRUSTMARK NATIONAL BANK	10.18.2020	09/29/2020	#90089/STREET SWEEPER PAYMENT	022-322-830-873	171.79

Expense Approval Report

Post Dates: 10/1/2020 - 10/1/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CITY OF STARKVILLE SANITATION	INV0032691	10/01/2020	QTRLY ADMIN FEES FOR SANITATION	022-322-600-333	12,500.00
SGK LANDSCAPES, LLC	ST26497	10/01/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
SGK LANDSCAPES, LLC	ST26498	10/01/2020	MEDIAN MAINTENANCE- LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45

Outstanding Total:	39,876.68
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Department 322 - SANITATION DEPARTMENT Total:	39,876.68
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Fund 022 - ENVIRONMENTAL SERVICES Total:	39,876.68
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Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding

MMC MATERIALS, INC.	657177	06/17/2020	CONCRETE FOR INLETS	319-600-948-854	462.50
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Outstanding Total:	462.50
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Department 600 - CAPITAL PROJECTS Total:	462.50
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Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:	462.50
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Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

CITY OF STARKVILLE	INV0032690	10/01/2020	QTRLY TOURISM TAX TRANSFE	375-551-907-110	43,750.00
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Outstanding Total:	43,750.00
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Department 551 - PARK & REC TOURISM Total:	43,750.00
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Fund 375 - PARK AND REC TOURISM Total:	43,750.00
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Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR

Department: 318 - MS182/MLK

Outstanding

KIMLEY HORN	014160000-0820	09/29/2020	BUILD GRANT/SVCS THRU 08.31.20	377-318-680-300	55,399.22
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Outstanding Total:	55,399.22
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Department 318 - MS182/MLK Total:	55,399.22
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Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:	55,399.22
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Grand Total:	298,213.71
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Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	157,284.43	0.00
015 - AIRPORT FUND	1,440.88	0.00
022 - ENVIRONMENTAL SERVICES	39,876.68	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	462.50	0.00
375 - PARK AND REC TOURISM	43,750.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	55,399.22	0.00
Grand Total:	298,213.71	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	8,301.03	0.00
001-110-491-135	WORKER'S COMPENSATI	987.67	0.00
001-110-604-330	POSTAGE / COMMUNICA	320.00	0.00
001-120-491-135	WORKER'S COMPENSATI	212.37	0.00
001-120-604-330	COMMUNICATIONS	118.00	0.00
001-123-491-135	WORKER'S COMPENSATI	518.00	0.00
001-123-918-805	MACHINERY, EQUIPMEN	7,863.30	0.00
001-142-491-135	WORKER'S COMPENSATI	987.67	0.00
001-145-604-330	POSTAGE/COPIER/PHON	160.00	0.00
001-180-491-135	WORKER'S COMPENSATI	518.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	50.00	0.00
001-190-491-135	WORKER'S COMPENSATI	237.67	0.00
001-190-604-330	COPIERS/PHONES/IPADS	170.00	0.00
001-192-535-233	COVID-19 EXPENSES	9,037.00	0.00
001-192-625-380	UTILITIES	3,460.35	0.00
001-197-491-135	WORKER'S COMPENSATI	987.67	0.00
001-197-501-200	SUPPLIES	256.90	0.00
001-197-502-201	SOFTWARE & REFERENC	2,359.35	0.00
001-197-525-231	GAS & OIL	26.70	0.00
001-197-600-308	ENGINEERING SERVICES	1,000.00	0.00
001-197-604-330	COMMUNICATIONS	50.00	0.00
001-201-491-135	WORKER'S COMPENSATI	22,828.67	0.00
001-201-525-231	GAS & OIL	1,455.75	0.00
001-201-556-251	POLICE SUPPLIES	99.80	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	20.00	0.00
001-201-625-380	UTILITIES	3,720.27	0.00
001-201-630-426	BUILDING MAINTENANC	2,350.00	0.00
001-201-691-550	MISCELLANEOUS	33.98	0.00
001-261-491-135	WORKER'S COMPENSATI	32,137.67	0.00
001-261-525-231	GAS & OIL	407.82	0.00
001-261-625-380	UTILITIES	1,017.14	0.00
001-281-491-135	WORKER'S COMPENSATI	518.00	0.00
001-281-525-231	GAS & OIL	35.92	0.00
001-281-604-330	COPIER/PHONES/IPADS/	200.00	0.00
001-281-691-550	MISCELLANEOUS	54.99	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	428.62	0.00
001-281-830-873	INTEREST (VEHICLES)	22.76	0.00
001-301-491-135	WORKER'S COMPENSATI	5,700.17	0.00
001-301-525-231	GAS & OIL	335.76	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	326.73	0.00
001-301-820-874	PRINCIPAL - EXCAVATOR	428.61	0.00
001-301-830-873	INTEREST	22.76	0.00
001-360-491-135	WORKER'S COMPENSATI	518.00	0.00
001-550-480-139	WORKERS COMPENSATI	8,301.33	0.00
001-550-501-110	FIELD SUPPLIES	2,590.42	0.00
001-550-501-200	OFFICE SUPPLIES	20.00	0.00
001-550-501-208	JANITORIAL SUPPLIES	222.12	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-501-220	COMMUNITY RECREATI	969.90	0.00
001-550-525-231	GAS & OIL	68.08	0.00
001-550-600-300	PROFESSIONAL SERVICE	360.00	0.00
001-550-600-330	PHONES/COPIERS/POST	96.33	0.00
001-550-600-340	UTILITIES	4.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	2,085.00	0.00
001-550-918-805	MACHINERY AND EQUIP	8,779.00	0.00
001-552-600-568	NRPA CONSULTING & PR	6,041.30	0.00
001-600-912-806	ERBR 53-420(01) OLD W	3,612.05	0.00
001-600-948-860	BUILD GRANT MATCH (2	13,849.80	0.00
015-505-491-135	WORKER'S COMPENSATI	1,037.67	0.00
015-505-604-330	CELL PHONE/POSTAGE	20.00	0.00
015-505-691-550	MISCELLANEOUS	383.21	0.00
022-322-491-135	WORKER'S COMPENSATI	19,975.08	0.00
022-322-525-231	GAS & OIL	1,285.36	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	12,500.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,372.65	0.00
022-322-820-872	PRINCIPAL-SWEEPER	3,571.80	0.00
022-322-830-873	INTEREST	171.79	0.00
319-600-948-854	DRAINAGE IMPROVEME	462.50	0.00
375-551-907-110	TRANSFER TO 001 MAIN	43,750.00	0.00
377-318-680-300	PROFESSIONAL SERVICE	55,399.22	0.00
	Grand Total:	298,213.71	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	297,751.21	0.00
19038	462.50	0.00
Grand Total:	298,213.71	0.00



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 10-6-2020
PAGE: 1 of several

SUBJECT: Consideration of the lowest and best bid for financing from Trustmark National Bank in the amount of \$197,600 over three years to be made annually in advance beginning January of 2021 at 1.61% interest for the lease purchase of (1) Kenworth Asphalt Truck.

AMOUNT & SOURCE OF FUNDING: Principal: 001-301-820-876 and Interest: 001-301-830-873

AUTHORIZATION HISTORY: The City of Starkville authorized the advertising by the City Clerk / CFO for quotes for lease purchase financing of (1) Kenworth Asphalt Truck to be used by Starkville Street Dept. at a cost of \$197,600. The lease will be over a period of three years with payments to be made quarterly beginning January of 2021.

Three quotes were received: Regions Equipment Finance – 1.79%
Bancorp South – 2.23%
Trustmark Bank -1.61%
BankFirst – 1.69%

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of the lowest and best bid for financing from Trustmark National Bank in the amount of \$197,600 over three years to be made annually in advance beginning January of 2021 at 1.61% interest for the lease purchase of (1) Kenworth Asphalt Truck.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 10-06-20
PAGE: 1 of 8

SUBJECT: Request approval of 2020 Municipal Compliance Questionnaire

AMOUNT & SOURCE OF FUNDING: N/A

The Municipal Compliance Questionnaire and related certification must be completed at the end of the fiscal year and entered into the official minutes of the governing authorities at the first regular meeting of the new fiscal year.

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

DEADLINE: 10/31/20

SUGGESTED MOTION:

MOVE APPROVAL OF THE 2020 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 110 West Main St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2010 - 23888 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: October 1, 2019 To: September 30, 2020

5. Expiration date of current elected officials' term: June 30, 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2018

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y

3. Are municipal records open to the public? (Section 25-61-5) Y

4. Are meetings of the board open to the public? (Section 25-41-5) Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) Y

5. Are all required personnel covered by appropriate surety bonds?
 - . Board or council members (Sec. 21-17-5) Y
 - Ⓢ Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Ⓢ Municipal clerk (Section 21-15-38) Y
 - Ⓢ Deputy clerk (Section 21-15-23) Y
 - Ⓢ Chief of police (Section 21-21-1) Y
 - Ⓢ Deputy police (Section 45-5-9) (if hired under this law) NA

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

- | | | |
|-----|--|------------|
| 11. | Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y
_____ |
| 12. | Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y
_____ |
| 13. | Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y
_____ |
| 14. | Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y
_____ |
| 15. | Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y
_____ |
| 16. | Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y
_____ |
| 17. | Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y
_____ |
| 18. | Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y
_____ |
| 19. | Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y
_____ |

PART III - Purchasing and Receiving

- | | | |
|----|--|------------|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y
_____ |
| 2. | Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y
_____ |
| 3. | Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y
_____ |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y
_____ |

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	703 Greensboro St	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	405 Shadowood Drive	662-617-0130
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2020

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 10/6/2020
PAGE: 1 of 1

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-20

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY: To finalize budget for Fiscal Year 2020.

**REQUESTING
DEPARTMENT:** Admin and Finance

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION, CONTACT: Alderwoman Sandra Sistrunk or Lesa Hardin

SUGGESTED MOTION: Approval of budget adjustments for fiscal year 9-30-20

Budget Adjustments
Fiscal Year 9/30/20
October 6, 2020 Meeting

Account	Code	Debit	Credit
Municipal Court Supplies / Cr Card Mch Fees	001-110-501-200	2,500.00	
Court Research Materials	001-110-600-300	2,500.00	
Youth Court Communications	001-111-604-330	250.00	
Mayor Professional Services	001-120-600-300	130,000.00	
IT Tech / Support Staff	001-123-430-107	9,000.00	
IT PERS	001-123-460-130	1,300.00	
IT Site Svcs, Software	001-123-600-300	12,000.00	
IT Communications	001-123-604-330	2,750.00	
CCO Auditing and Bond Counsel	001-142-600-301	3,500.00	
CCO Part Time Intern / Reception	001-142-430-108		1,500.00
CCO Equipment and Furniture	001-145-918-805	550.00	
CCO Software	001-145-600-303		2,000.00
Bonding – City Employees	001-159-620-371	200.00	
Legal – Litigation	001-169-600-312	36,000.00	
Covid Supplies Purchased	001-192-535-233	31,000.00	
Cemetery Admin – MLK / 182	001-196-630-425	2,000.00	
Cemetery Admin – Oddfellows	001-196-631-402	400.00	
Engineering – Supplies	001-197-501-200	750.00	
Engineering Services	001-197-600-308	1000.00	
Engineering Dues	001-197-690-555	100.00	
JAG Grant Match	001-201-730-543	41,100.00	
Fire – Principal – New Trucks	001-261-820-874		80,000.00
Fire – Interest – New Trucks	001-261-830-873		20,000.00
Bldg / Codes – Truck Principal Payment	001-281-820-874	5,000.00	
Street – Signs and Paint	001-301-565-272	35,000.00	
Street – Construction Materials	001-301-560-270	10,000.00	
Street – Workflow Software	001-301-690-431	5,000.00	
Street – Equipment	001-301-918-805		4,000.00
Street – Hourly Labor	001-301-440-114		25,000.00
Park – Machinery and Equipment	001-550-918-805	19,100.00	
Park – Reeve Foundation Grant	001-550-702-615	6,500.00	
Park – Sports Programs	001-550-501-415		25,000.00
Sales Tax (18.5% of 7%)	001-000-260-082		200,000.00
Totals		\$ 357,500.00	\$ 357,500.00



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10/06/2020
PAGE: 1

SUBJECT: **SUBJECT:** Request permission to allow the SFD Truck Committee (Chief Charles Yarbrough, Battalion Chief Andy Sharp, Cpt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Lt. Chance Cummings, Lt. Brian Clark) to travel to the Rosenbauer Company, located in Wyoming, MN to perform final inspections on our (2) incoming Fire Apparatus. The dates are scheduled for the 3rd week in October and will be at no cost to the City.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow the SFD Truck Committee (Chief Charles Yarbrough, Battalion Chief Andy Sharp, Cpt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Lt. Chance Cummings, Lt. Brian Clark) to travel to the Rosenbauer Company, located in Wyoming, MN to perform final inspections on our (2) incoming Fire Apparatus. The dates are scheduled for the 3rd week in October and will be at no cost to the City.



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

AGENDA ITEM NO:
AGENDA DATE: October 6, 2020
PAGE: 1

SUBJECT: Request authorization to accept the Sole Source from MagneGrip to purchase Diesel Exhaust Venting System for the Starkville Fire Department in the amount of \$183,864.00. This is a 90%/10% Grant match from FEMA.

AMOUNT & SOURCE OF FUNDING: 90 % Grant Reimbursed

FISCAL NOTE:

OR

FISCAL NOTE: Item is sole source - See dealer letter attached.

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to purchase the Sole Source from MagneGrip to purchase Diesel Exhaust Venting System for the Starkville Fire Department in the amount of \$183,864.00. This is a 90%/10% Grant match from FEMA.

September 29, 2020

Ref: Magnegrip Vehicle Exhaust System Sole Source Document

Starkville Fire Department, MS

To whom it may concern,

The Magnegrip™ Vehicle Exhaust System is a state of the art hose drop exhaust system that incorporates the latest technological advances in the industry. Our system has a patented nozzle and tailpipe assembly unique in design and application. Clean Air Concepts is the only manufacturer that produces this important and necessary break-through technology.

The design is significant to the emergency response industry because it protects the fire fighter from carcinogenic gases and particulates that are inherent to fire/rescue facilities. Often vehicles are started inside the facility for engine checks and/or emergency dispatches and the carcinogenic particulate and fumes fill the air. Our nozzle design, which incorporates our patented tailpipe ring assembly, controls this dangerous matter by sealing 100% at the tailpipe. When the nozzle is sealed at the tailpipe, carcinogenic gases are prevented from backwashing into the firehouse when the exhaust systems internal pressure changes to positive inside the hose. These gases are dangerous and referred to by NFPA 1500-43 Standard as "carcinogenic substances".

Even though the unique design seals 100% at the tailpipe, it also allows ambient air to enter through the patented ring assembly. The ambient air cools the exhaust which can reach temperatures of 300-400 degrees. The cooler air extends the life of the hose and saves the municipality money. The design also prevents turbo failure. Turbo failure occurs when the exhaust fan starts and creates a negative pressure on the turbo of a non-running apparatus. This action will result in spinning the turbo without lubrication which, in turn, can lead to premature failure.

The Magnegrip™ System is the only product which utilizes this combination of features, which are vital to firefighter safety and the municipality's long term savings. Because our unique concept is patented, Clean Air Concepts is the only company that can provide you with these important key features. Due to this fact, sole source purchasing is prudent and expeditious.

Maggie Rossman/Roach

President, Clean Air Concepts

MAGNEGRIP PATENT# 5,609,298 2/97 "Connection Assembly" 6/30/98 - s/n 09/109,332 patent# 5,927,759 / patent pending in USA



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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 06, 2020

Page: 1

SUBJECT:

Request approval of the promotion of Jason Williams to the rank of Captain in the Starkville Fire Department.

Request approval of the promotions of Brian Clark and Matthew Doss to the rank of Lieutenant in the Starkville Fire Department.

Request approval of the promotions of Joseph Diaz, Micheal Edwards, Nicholas Pearson and Patrick Warner to the rank of Sergeant in the Starkville Fire Department.

Also, request authorization to retain candidates from the promotion process held on September 14, 2020 for consideration to hire any additional vacant position due to retirements, terminations, or approved additions to the Fire Department within a period of six months.

AMOUNT & SOURCE OF FUNDING:

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

Name	Title	Salary	Effective Date
Jason Williams	Captain	\$49,608 (18.00)	10/9/2020
Brian Clark	Lieutenant	\$42,718 (15.50)	10/9/2020
Matthew Doss	Lieutenant	\$42,718 (15.50)	10/9/2020
Joseph Diaz	Sergeant	\$37,206 (13.50)	10/9/2020
Micheal Edwards	Sergeant	\$37,206 (13.50)	10/9/2020
Nicholas Pearson	Sergeant	\$37,206 (13.50)	10/9/2020
Patrick Warner	Sergeant	\$37,206 (13.50)	10/9/2020

AUTHORIZATION HISTORY:

The Fire Department conducted a promotional process for Captain, Lieutenants and Sergeants on September 14, 2020.

These positions are replacing the following:

- Jason Williams is replacing Herman Ware who retired.
- Brian Clark is replacing Jonathan Wade, who is being hired as a Fire Inspector pending Board approval.
- Matthew Doss is replacing Jason Williams who is being promoted to Captain.
- Micheal Edward is replacing Matthew Doss who is being promoted to Lieutenant.
- Nicholas Pearson is replacing Blake Daniels who resigned
- Patrick Warner is replacing Brian Clark who is being promoted to Lieutenant.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval of the promotions of Jason Williams to the rank of Captain. Brian Clark and Matthew Doss to the rank of Lieutenant. Joseph Diaz, Micheal Edwards, Nicholas Pearson and Patrick Warner to the rank of Sergeant and retain candidates from the promotion process held on September 14, 2020 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Fire Department within a period of six months in the Starkville Fire Department.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10/06/2020
PAGE: 1

SUBJECT: Request permission to accept a Firehouse Sub Grant in the amount of \$21,309.65. This grant will be utilized to purchase two boats and a trailer to assist the SFD with any water rescues or emergencies. This is a 100% Non- matching grant.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to accept a Firehouse Sub Grant in the amount of \$21,309.65. This grant will be utilized to purchase two boats and a trailer to assist the SFD with any water rescues or emergencies. This is a 100% Non- matching grant.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 06, 2020
Page: 1

SUBJECT:

Request authorization to hire Jonathan Wade as a Fire Inspector in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Base Salary of \$50,960 (\$24.50 per hour), based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-105

AUTHORIZATION HISTORY:

This position is replacing Stein McMullen who was hired as the Building Official/Fire Marshal for the City.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jonathan Wade as a Fire Inspector in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 06, 2020

Page: 1

SUBJECT:

Request approval of the promotions of Michael Edwards and Tom Roberson to the rank of Captain in the Starkville Police Department.

Request approval of the promotion of Steven Kelly to the rank of Lieutenant in the Starkville Police Department.

Request approval of the promotions of Tyler Davis, Jonathan Headley and Bobby Thomas to the rank of Sergeant in the Starkville Police Department.

Also, request authorization to retain candidates from the promotion process held on September 22, 2020 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months.

AMOUNT & SOURCE OF FUNDING:

Captains and Lieutenant are Budgeted from line # 001-201-420-105

Sergeants are Budgeted from line # 001-201-420-103

Name	Title	Salary	Effective Date
Micheal Edwards	Captain	\$67,000 (\$32.21)	10/9/2020
Tom Roberson	Captain	\$67,000 (\$32.21)	10/9/2020
Steven Kelly	Lieutenant	\$56,600 (\$25.31)	10/9/2020
Jonathan Headley	Sergeant	\$48,600 (\$21.74)	10/9/2020
Bobby Thomas	Sergeant	\$48,600 (\$21.74)	10/9/2020
Tyler Davis	Sergeant	\$48,600 (\$21.74)	10/9/2020

AUTHORIZATION HISTORY:

The Police Department conducted a promotional process for Sergeants, Lieutenants, and Captain on September 22, 2020. At the conclusion of the process, it was determined that Lieutenant Michael Edwards and Tom Roberson is promoting to Captain, Steven Kelly promoting to Lieutenant, Tyler Davis, Jonathan Headley and Bobby Thomas are promoting to Sergeants.

These positions are replacing Mark Ballard who was hired as the Police Chief, Henery Stewart who was hired as the Assistant Chief, Mike Edward and Tom Roberson who are being considered for Captains and Steven Kelly who is being considered for Lieutenant.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval of the promotions of Michael Edwards and Tom Roberson to the rank of Captain. Steven Kelly to the rank of Lieutenant. Tyler Davis, Jonathan Headley and Bobby Thomas all to the rank of Sergeant and retain candidates from the promotion process held on September 22, 2020 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months in the Starkville Police Department.



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: October 06, 2020
Page: 1

SUBJECT:

Request authorization to advertise for a Marketing and Sponsorship Manager in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Exempt, Salary Range of \$45,000 (\$21.63 per hour) - \$52,000 (\$25.00 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #001-550-430-110

AUTHORIZATION HISTORY:

To ensure the ability of the Parks and Recreation Department continue to meet the recreation needs of the community and continue to offer quality services, staff additions within the administrative division are recommended. This position is part of the Management staff for Cornerstone, and will also be utilized in other areas of the Parks Division.

Currently, the department has the ability to market programs through flyers and web-based information. The Director feels that the department is not reaching a large segment of the population in city, and more marketing needs to occur to gain users and inform the public about the benefits, events, and programs they offer. The current arrangement has limits due to the availability of staff and resources.

A marketing division within the department is recommended to deal with the need for promoting programs, events, rentals, and bringing tournaments into the city. The Manager would solicit sponsorships and ensure consistency in marketing and public relation piece. The Manager would produce promotional materials, improve the web-based marketing abilities for the department, and increase the visibility of special events and athletic tournaments in the city. The Manager will also work with the Greater Starkville Development Partnership for marketing Starkville as a sports tourism destination.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director of Parks & Recreation

SUGGESTED MOTION:

Move approval to advertise for a Marketing and Sponsorship Manager in the Parks and Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 06, 2020
Page: 1

SUBJECT:

Request authorization to advertise for a Maintenance Supervisor in the Starkville Park and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 10, \$38,480 (\$18.50 per hour) - \$43,000 (\$20.67 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item #001-550-430-110

AUTHORIZATION HISTORY:

This position was previously held by Shane McMullen who resigned. According to Mr. Doherty they are using contract labor for the majority of their maintenance needs. As part of his review, contract labor arrangements are being reviewed and, where appropriate, restructured. The proposed changes will allow the department to clearly define responsibilities and to direct and control the work being done. Also, the proposed changes will be funded through a reduction in contract labor cost.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Brandon Doherty, Director of Parks & Recreation

FOR MORE INFORMATION CONTACT:

Brandon Doherty, Director of Parks & Recreation

SUGGESTED MOTION:

Move approval to advertise for a Maintenance Supervisor in the Starkville Park and Recreation Department.



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT.: Park and Recreation Department

AGENDA DATE: 06 October 2020

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Change Order #2 with Zero Dollar Change. The request for Change Order No. 2 is to reduce the Retainage from 10%, \$209,557.79 to 5% Retainage of \$104,778.90. With the approval of this reduction to 5% would not interfere with this project as it's currently 65% completed. This Change Order is with zero dollars and the request on retention meets state requirements.

AMOUNT & SOURCE OF FUNDING:

Capital Improvement Bond

FISCAL NOTE:

The current project is bonded by the City of Starkville.

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT: A copy of the change order is attached and provided to the Board for the work session and subsequent Board of Alderman meeting for approval.

Brandon Doherty, Bdoherty@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION: Move for approval.

CONTRACT CHANGE ORDER

OWNER: City of Starkville

CONTRACTOR: SB Construction, LLC

DATE: 09/11/20

CHANGE ORDER NO. 02

PROJECT NO.: NS:15405

PROJECT NAME: Cornerstone Sports Park Phase 1

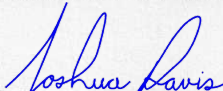
REASON FOR CHANGE: Substitution for Geotextile Bridging with Earthwork Volume and Utility Changes.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

REVISED QUANTITY AND AMOUNT					
ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL CONTRACT
CO2-1	Clearing/Grubbing	LS	1	\$2,000.00	\$2,000.00
CO2-2	Unclassified Excavation	CY	22,730	\$2.53	\$57,506.90
CO2-3	Unclassified Excavation (Undercut Area #1)	CY	3,171	\$2.53	\$8,022.63
CO2-4	Unclassified Excavation (Undercut Area #2)	CY	1,392	\$2.53	\$3,521.76
CO2-5	Utilities (Change to a 16"x 6" Tap)	LS	1	\$875.00	\$875.00
CO2-6	Construction Testing	LS	1	\$1,250.00	\$1,250.00
CO2-7	Construction Surveys	LS	1	\$2,500.00	\$2,500.00
CO2-8	Bridging with Geotextile	CY	7,882.95	(\$9.60)	(\$75,676.29)
NET INCREASE/DECREASE THIS CHANGE ORDER					-
CURRENT CONTRACT AMOUNT					\$3,904,781.81
DECREASE PER CHANGE ORDER NUMBER					-
REVISED CONTRACT AMOUNT					\$3,904,781.81

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

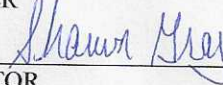
RECOMMENDED BY:


ENGINEER

9/17/2020

DATE

ACCEPTED BY:

SB Construction LLC 
CONTRACTOR

9-16-2020

DATE

APPROVED BY:

OWNER

DATE



501 Highway 322
Clarksdale, MS 38614

Phone: 662-483-1290
Fax: 662-483-1291
support@southernbrothers.net

September 8, 2020

Re: Cornerstone Sports Park
Reduction of Retainage

To: Mr. Josh Davis & Mr. John Cunningham,

As of today, September 8, 2020, the above referenced project is 65% complete. SB Construction is requesting the retainage to be reduced from 10% to 5%. With the project also being bonded, please consider this request as reasonable for both parties. This request is normal procedure in the construction industry.

Please contact me if you have any questions.

Thank you for your consideration,

Shawn Gray
VP of Operations
SB Construction



CITY OF STARKVILLE COVERSHEET

AGENDA ITEM DEPT.: Park and Recreation Department

AGENDA DATE: 06 October 2020

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Fire Alarm Notification Replacement for OutLaw Center

AMOUNT & SOURCE OF FUNDING:

\$15,211.90, Funding Code: 001-550-630-426

FISCAL NOTE:

Two Quotes were received: Security Solutions \$ 15,211.90
Building Tech Svcs \$ 17,850.00

AUTHORIZATION HISTORY:

The Fire Alarm system is meant to signal the Fire and Police Departments in the case of a fire. The current system is not functioning due to an electrical surge which is believed to have happened in the 2018 lighting strike. The SimPlex system was originally installed in 2009. The system has become outdated, and with the current system failure it would require SimPlex to upgrade the current electrical components, rewire specific communication cards and the currently damaged components. Currently Security Solutions is our service provided for all our security notifications throughout the Park and Recreation. The proposed solution would align all out systems to be monitored through Security Solutions would not require a complete upgraded system.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT: Brandon Doherty,
Bdoherty@starkvilleparks.com, 662-323-2294

- Residential & Commercial Security Systems
- Residential & Commercial Fire Systems
- Residential & Commercial Sound
- Central Vacuum Systems
- CCTV



- 24 Hour UL Listed Central Monitoring
- Home Automation Systems
- IT & Networking Solutions
- Phone Systems
- Access Control

9/26/2020

Starkville Parks – Travis Outlaw Center

Fire Alarm Replacement	QTY
BOSCH FPA 1000	1
ANALOG SMOKE HEAD	47
SMOKE BASE	47
HEAT DETECTOR	10
HEAT DETECTOR BASE	10
BOSCH ADDRESSABLE INPUTS	8
BOSCH PULLSTATION	13
BOSCH DUCT DETECTOR	10
BOSCH ADDRESSABLE RELAY	5
BOSCH ANNUNCIATOR	2
INSTALLATION	1
TOTAL	\$ 15,211.90

As requested the proposal above is for a complete replacement of the existing fire alarm system at the Travis Outlaw Center.

The current fire alarm is NON FUNCTIONAL

Thank you,

Keith Lawrence



PO Box 926
Starkville, MS 39760-0926
662-323-9220

Date: September 29, 2020 via email: t.helms@cityofstarkville.org

To: Starkville Parks and Recreation
Starkville, MS
Attn: Trent Helms

Reference: Travis Outlaw Sportsplex – Fire Alarm Replacement

Building Technology Services, LLC is pleased to offer this proposal for your consideration.

Fire Alarm System Replacement

Scope of Work

Replace all existing fire alarm components with new Bosch components. Price includes installation and programming.

Equipment

- 1 Bosch FPA-1000V2 Control/Communicator w/2 SLC cards
- 13 Bosch Manual Pull Stations
- 47 Bosch Smoke Detectors w/bases
- 10 Bosch Heat Detectors w/bases
- 8 Bosch Monitor Modules
- 10 Bosch Duct Detectors
- 5 Bosch Addressable Relays
- 2 Bosch Remote Annunciators

Cost \$17,850 (Seventeen thousand eight hundred fifty dollars)

Guaranty: Building Technology Services, LLC will guaranty all materials and labor furnished under this proposal for a period of twelve months from the date of acceptance of the installed system. This guaranty does include travel to the premise. This guaranty is void if equipment shows signs of abuse and neglect.

Authorized Signature: _____



Clark Pittman

NICET Level III Certified - Fire Alarm Systems ID# 134550

ALABAMA Fire Alarm Contractor # A-0514

FLORIDA Alarm System Contractor I #EF20001468

GEORGIA Low Voltage Alarms # LVA206089

LOUISIANA Life Safety and Property Protection #E14707

MISSISSIPPI Fire Alarm Systems #15035222

NORTH CAROLINA # 301032-SP-FA/LV Qualified Agent

TENNESSEE Fire Alarm Qualifying Agent #1735

TEXAS Fire Alarm Planning Superintendent APS-1801867

WYOMING Low Voltage Alarms # TLV-A-29852

Building Technology Services, LLC

1085 Stark Road, Unit 603

P O Box 926

Starkville, MS 39760

Office: (662) 323-9220

Cell: (662) 251-5594

Fax: (662) 324-1545

email: clark.pittman@btsllcgroup.com



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 10-6-2020
PAGE: 1 of 2

SUBJECT: Requesting approval to allow Cpl. Straton Woods, to attend the Mississippi Tactical Officers Association Marksmanship Training, October 19-23, 2020, located in Southaven, MS; at a cost of \$400.00

AMOUNT & SOURCE OF FUNDING
Training 001-230-690-552

FISCAL NOTE:

MS Tactical Officers Association Marksmanship Training	\$400.00
Total cost	\$400.00

AUTHORIZATION HISTORY:
N/A

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Starkville Police Department 662-323-4131

SUGGESTED MOTION:

Move approval to allow Cpl. Straton Woods, to attend the Mississippi Tactical Officers Association Marksmanship Training, October 19-23, 2020, located in Southaven, MS; at a cost of \$400.00

2020 MTOA SNIPER SCHOOL STUDENT APPLICATION
***October 19th – October 23rd ***
SOUTHAVEN, MS

DATE 09/17/2020

DEPARTMENT/AGENCY INFORMATION:

AGENCY NAME Starkville Police Department

PAYMENT CONTACT PERSON Sgt. Josh Wilson

CONTACT PERSON E-MAIL j.wilson@cityofstarkville.org

MAILING ADDRESS 101 E. Lampkin St.
Street/P.O. Box

Starkville MS 39759
City State Zip

TELEPHONE 662-323-4131
Area Code Number

1-WEEK DCSD/MTOA SNIPER COURSE

NUMBER OF OFFICERS ATTENDING x \$400.00 = total

METHOD OF PAYMENT: (check one)

(☒) P.O. NUMBER 77-15949
(MTOA WILL SEND INVOICE WHEN PO# IS RECEIVED)

(☐) CHECK(S) ENCLOSED IN AMOUNT OF \$

MAKE ALL CHECKS PAYABLE TO "M.T.O.A." MAIL REGISTRATION PAPERWORK
AND PAYMENTS TO:

**MTOA
WAYNE PERKINS
PO Box 74
SOUTHAVEN, MS 38671**

IF YOU HAVE QUESTIONS REGARDING REGISTRATION, CALL RANDY DAVIS AT
662-469-2624.



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

**AGENDA October 6, 2020
PAGE: 1**

SUBJECT: Request authorization to accept the lowest and best bid from SPX Transformer Solutions, INC in the amount of \$792,211.00 for one (1) 45/60/75 MVA autotransformer for the Starkville Primary 161/69 kV Substation.

AMOUNT & SOURCE OF FUNDING:

4 Bids Received	SPX Transformer	\$792,211.00
	ABB Enterprise	\$898,510.00
	Pennsylvania Transformer	\$887,599.00
	Delta Star	\$991,538.00

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval accept the lowest and best bid from SPX Transformer Solutions, INC in the amount of \$792,211.00 for one (1) 45/60/75 MVA autotransformer for the Starkville Primary 161/69 kV Substation .

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF BIDS
FOR 75 MVA AUTOTRANSFORMER
FOR STARKVILLE 161/69 kV PRIMARY SUBSTATION



BIDDER	DELIVERY TIME	BASE BID PRICE	ADDENDA ACKNOWLEDGED	CORE LOSSES		WINDING LOSSES		EQUIPMENT LOSSES		TOTAL EVALUATED COST	COMMENTS
				kW	\$	kW	\$	kW	\$		
SPX Transformer Solutions, Inc.	30-34 Weeks ARO	\$792,211.00	Yes	21.80	\$106,820.00	93.80	\$196,980.00	5.40	\$11,340.00	\$1,107,351.00	Price is firm for delivery as specified. <u>Exceptions:</u> Standard SPX 5-Year warranty
ABB Enterprise Software, Inc.	32-34 Weeks ARO	\$898,510.00	Yes	22.90	\$112,210.00	84.10	\$176,610.00	5.00	\$10,500.00	\$1,197,830.00	Price is firm for delivery as specified. <u>Exceptions:</u> None.
Pennsylvania Transformer	30-34 Weeks ARO	\$887,599.00	Yes	25.00	\$122,500.00	90.00	\$189,000.00	7.00	\$14,700.00	\$1,213,799.00	Price is firm with commodity price modifiers. <u>Exceptions:</u> Multiple exceptions taken.
Delta Star, Inc.	28-34 Weeks ARO	\$991,538.00	Yes	22.80	\$111,720.00	74.70	\$156,870.00	2.75	\$5,775.00	\$1,265,903.00	Price is firm for delivery as specified. <u>Exceptions:</u> Joints inside the windings are torch brazed.

Loss evaluation factors are as follows:

- 1. No-load (core) losses shall be evaluated at the capitalized cost of \$ 4,900.00 per kW
- 2. Full-load (winding) losses shall be evaluated at the capitalized cost of \$ 2,100.00 per kW
- 3. Auxiliary equipment losses shall be evaluated at the capitalized cost of \$ 2,100.00 per kW

I hereby certify that this is a true and correct tabulation of the Bids for one (1) 75 MVA Autotransformer for the Starkville 161/69 kV Primary Substation received by Starkville Utilities on September 24, 2020.



Jeffrey Atwell, P.E.





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

AGENDA ITEM NO:
AGENDA DATE: October 6, 2020
PAGE: 1

SUBJECT: Request authorization for City of Starkville to participate in Tennessee Valley Authority (TVA) Green Switch program that allows Starkville Utilities to provide customers an opportunity to purchase low-cost full renewable energy certificates.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for City of Starkville to participate in Tennessee Valley Authority (TVA) Green Switch program.

GREEN SWITCH PROGRAM AGREEMENT

Introduction

TVA offers renewable energy solutions to Distributor's residential, commercial, and industrial customers in the form of full renewable energy certificates ("**REC**") and/or blocks, which represent a portion of a REC ("**Energy Blocks**") from renewable energy generation to help customers meet their renewable energy or sustainability goals. Each REC represents the environmental benefits of 1 MWh of renewable energy generation. The renewable energy must be generated from a source approved by TVA for the Green Switch program ("**Program**"), including solar photovoltaic, wind turbines, low-impact hydro, and/or methane gas sources (such generation sources are collectively referred to as "**Green Power Sources**"). The Program is designed to provide low-cost RECs to customers that have enrolled in the Program ("**Participants**").

How to Enroll

1. Distributor should read and understand all the terms and conditions set forth in this Agreement and in any Program reference documents.
2. TVA's designated Program representative should answer any Program participation and implementation questions to Distributor's satisfaction.
3. Distributor should sign and return this Agreement to the TVA customer service representative.
4. Upon TVA's execution of this Agreement, Distributor may begin enrolling Participants in the Program.

Program Implementation and Management

Distributor shall:

- a. implement and manage the Program;
- b. share information and discuss the Program with its customers;
- c. make the Program available to customers meeting the eligibility criteria as specified in the Program Guidelines;
- d. comply with all standards, guidelines, and requirements set forth by TVA in the Green Switch Program Guidelines ("**Program Guidelines**"), which TVA may update from time to time upon notice to Distributor;
- e. report to TVA the monthly sales to Participants, if any, through Electricity Sales Statistics; and
- f. provide to TVA, or to any TVA designated Program administrator ("**Administrator**"), all Participant information necessary for TVA to verify Participant's eligibility and to maintain Program compliance. This may include, but is not limited to, electrical metering data, Participant billing history (including before, during, and after participation in the Program), performance/satisfaction surveys, and all Program records. All information collected will be held confidentially, to the extent permitted by law, and will be used only for Program analysis purposes by TVA or Administrators.

Beginning with the first billing month following the effective date of each Participant's enrollment in the Program, and for each month thereafter, Distributor will add to that Participant's bill an amount equal to the applicable Green Switch Program Charge, in addition to all other charges for power and energy determined in accordance with Distributor's rate schedule applicable to that Participant.

TVA shall:

- a. construct, make available, or acquire the output of various facilities to provide generating capacity from Green Power Sources, or otherwise obtain the RECs required to meet its obligations under this Agreement;

- b. provide participation eligibility requirements, Program pricing, programmatic volume limitations (if any), and notice to Distributor when Program volume limitations are met;
- c. protect, to the extent permitted by law, the privacy of Participant information released by Distributor and Participants to TVA;
- d. add an amount equal to the applicable Green Switch Program Charges collected by Distributor from Participants to the monthly wholesale power invoice for Distributor;
- e. provide Distributor access to Program and Participant information and reports; and
- f. track, maintain, and retire RECs associated with Program sales.

Adjustments and Notice

TVA may modify the Program Guidelines or any price, fee, or eligibility requirement upon 30 days' notice to Distributor. All notices required under this Program, whether by Distributor or TVA, will be deemed properly given if delivered electronically by e-mail to the addresses listed below.

Program Terminations

Termination/Suspension by TVA. TVA may terminate the Program or this Agreement upon at least 30 days' prior notice to Distributor specifying an effective date of termination. If Distributor fails to follow Program requirements or guidelines, and Distributor does not cure such failure within 30 days of receipt of notice from TVA of such failure, TVA may suspend Distributor's participation in the Program upon five days' written notice to Distributor, until Distributor cures the failure.

Termination by Distributor. Distributor may terminate its participation in the Program by having a duly authorized representative provide at least 30 days' prior notice to TVA's Program representative indicating the date of termination.

Termination/Suspension Obligations. After the effective date of any termination or suspension of Distributor's participation in the Program, Distributor shall make no new commitments under the Program. The parties shall not construe anything contained in this Agreement as relieving either Distributor or TVA of its obligations arising or accruing prior to the effective date of termination of this Agreement.

Attachments to this Agreement

Green Switch Program Guidelines

Distributor Information – all fields must be completed		
Distributor Legal Name CITY OF STARKVILLE, MISSISSIPPI (00000214)		
Representative Name:	Representative Title:	Representative E-mail:
Representative certifies that (s)he is a duly authorized representative of Distributor. By signing this Agreement, Representative certifies that (s)he has read, understands, and agrees that Distributor shall be bound by the terms and conditions set forth in this Agreement and the Green Switch Program Guidelines.		
Representative Signature:	The effective date of this Agreement is the date of TVA's signature below.	

This area is for TVA use only		
Green Switch Program Contract No.:	TVA Representative E-mail: Renewables@tva.gov	
TVA Signature:	TVA Signatory Title: Director, Power Customer Contracts	

Green Switch Program Guidelines

January 1, 2020

General Participation Requirements

- The Green Switch program (“**Program**”) is designed to offer end-use customers the option to purchase renewable energy certificates, and/or blocks, from renewable energy generation sources including solar photovoltaic, wind turbines, low-impact hydro, and methane gas sources (which generation sources are collectively referred to as “**Green Power Sources**”).
- Customers of Distributor who participate in the Program (“**Participants**”) will enter into appropriate arrangements with Distributor providing for the premium payment for 200 kWh block(s) of renewable energy (“**Energy Blocks**”).
- There is no minimum Energy Block requirement to participate in the Program.
- Each Participant will pay a charge (“**Green Switch Program Charge**”) equal to \$2.00 for each 200 kWh Energy Block that the Participant commits to pay for each month.

Administration

- TVA will retire RECs associated with each Participant’s Energy Block purchase, equal to the REC equivalent of the payment that is collected from the Participant.
- TVA will provide a one-time \$4.00 credit to Distributor for each new Participant that enrolls in the Program. TVA will apply such credit(s) to Distributor’s monthly wholesale bill for power and energy.
- TVA may publish information about the Participant’s green power use and participation in the Program, but TVA will honor all written requests made by Participants to keep Participant information confidential to the extent permitted by law.
- TVA may promote and advertise the Program.
- TVA will review Energy Block pricing, resource mix, and Energy Block sizing for the Program annually. TVA will communicate any changes to Distributor at least 30 days prior to the effective date of the changes.
- TVA may, upon providing at least 30 days’ written notice to Distributor, update or change any Program terms, conditions, guidelines, incentives, or requirements.



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

AGENDA ITEM NO:
AGENDA DATE: October 6, 2020
PAGE: 1

SUBJECT: Request authorization for City of Starkville to adopt the amendment to the Tennessee Valley Authority (TVA) Green Power Providers agreement.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for City of Starkville to adopt the amendment to the Tennessee Valley Authority (TVA) Green Power Providers agreement.

GREEN POWER PROVIDERS AMENDMENT

TV-48326A, Supp. No. ____

This Amendment is between the CITY OF STARKVILLE, MISSISSIPPI ("**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**").

The parties previously entered into a Green Power Providers Agreement contract number TV-48326A, Supp. No. 73, effective October 1, 2012, as amended ("**GPP Agreement**"), under which TVA acquires electric energy from qualifying renewable generation systems installed or owned by customers served by Distributor.

The parties want to amend the GPP Agreement to eliminate any requirement to install interval metering for approved and operating systems under the Green Power Providers Program.

Therefore, the parties agree as follows:

SECTION 1 - TERM

This Amendment is effective throughout the remaining term of the GPP Agreement.

SECTION 2 - DEFINED TERMS

Capitalized and underlined terms not otherwise defined in this Amendment have the same meaning as defined in the GPP Agreement.

SECTION 3 - AMENDMENT TO GENERATION METERS

The GPP Agreement is amended by replacing sections 6.1 and 6.2 thereof with the following corresponding sections:

SECTION 6.1 - INTERVAL GENERATION METER

An Interval Generation Meter will be used if any of the following apply: (a) the Participant's Billing Meter is Demand-Metered, and Distributor has chosen Option 2 Metering Connection; (b) Distributor elects to install an Interval Generation Meter; or (c) modifications to either the Qualifying System or the Participant's Billing Meter result in the qualifications stated in clauses (a) and (b) above being met.

SECTION 6.2 - NON-INTERVAL GENERATION METER

A Non-Interval Generation Meter may be used on any Participant's Qualifying System if either the Participant's Billing Meter is not Demand-Metered; or the Participant's Billing Meter is Demand-Metered and Distributor has chosen Option 1 Metering Connection.

SECTION 4 - RATIFICATION OF THE GPP AGREEMENT

The parties hereby ratify and confirm that the GPP Agreement, as amended by this Amendment, is their continuing obligation.

This Amendment is effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title: _____
Date: _____

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts