



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
October 20, 2020**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Jodi Hogue

**Park and Recreation
Director**
Brandon Doherty

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, OCTOBER 20, 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 15, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 2, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Halloween

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF 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 APPROVAL OF A RESOLUTION ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN.

B. CONSIDERATION OF ENGAGING TWO PROFESSIONAL PROPERTY APPRAISERS TO APPRAISE A PROPOSED 60 FOOT EASEMENT SITUATED IN THE SW ¼ OF THE SE ¼, SEC. 08, T18N, R14E, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, ON A PIECE OF PROPERTY OWNED BY THE CITY OF STARKVILLE SITUATED BETWEEN THE HIGHWAY 25 BYPASS AND A TRACT OWNED BY BOOTH FAMILY, LLC.

X. BOARD BUSINESS

A. CONSIDERATION AND ACCEPTANCE OF THE VISITOR'S AND CONVENTION COUNCIL (VCC) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

B. CONSIDERATION AND ACCEPTANCE OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

C. CONSIDERATION AND ACCEPTANCE OF THE MISSISSIPPI STATE UNIVERSITY (MSU) 2% FISCAL YEAR 2020-2021 BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SB 3012 SECTION 4.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF FP 20-06, A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING A 16.91-ACRE LOT INTO 43 LOTS AT THE NORTHEAST CORNER OF THE INTERSECTION OF REED ROAD AND WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

b. CONSIDERATION OF THE RE-APPOINTMENT OF MR. RYAN ASHFORD, THE RE-APPOINTMENT OF MR. ROBERT MCMILLEN, AND THE APPOINTMENT OF MR. SHAWN LAMBERT TO FILL 3 VACANT SEATS ON THE HISTORIC PRESERVATION COMMISSION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REVISING ITEM XI.D.2 ON THE MARCH 17, 2020 AGENDA FROM "CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON

GOVDEALS AND PURCHASE A FORD ¾ TON CREW CAB PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT” TO CONSIDERATION OF DECLARING 1994 FORD F150XL (VIN: 1FTDF15Y0RNA08538) AS SURPLUS AND AUCTION ON GOVDEALS AND PURCHASE A ¾ TON PICKUP TRUCK OFF STATE CONTRACT AS A REPLACEMENT”.

2. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE FOR THE HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATING IN THE AMOUNT OF \$35,000.00 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 OCTOBER 13, 2020 FOR FISCAL YEAR ENDING 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. ACCEPTANCE OF AUGUST, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 2 (TWO) HURST JAWS OF LIFE SYSTEMS AS SOLE SOURCE ITEMS FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE STARKVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$ 63,317.57.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NAFECO IN THE AMOUNT OF \$13,523.70 FOR 2 (TWO) RAMFANS WITH CHARGERS, BATTERIES AND MOUNTING KITS FOR THE STARKVILLE FIRE DEPARTMENT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS BROWNING AND MICHAEL HODGES AS AN ENTRY LEVEL POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE OCTAVIS BROWN AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF SAVANNA SANCHEZ FROM PART-TIME TO FULL-TIME AS A CERTIFIED FIREFIGHTER AND TO HIRE MATTHEW SCHOBBER AS A PART-TIME 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 ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR \$10,000.00 FOR POLICE OVERTIME THROUGH THE FY21 MS CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT.
2. CONSIDERATION TO ENTER INTO A 100% REIMBURSABLE GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF PUBLIC SAFETY AS A SUB GRANTEE FOR \$4,564.00 TO PURCHASE TASERS THROUGH THE FY21 JUSTICE ASSISTANCE GRANT.
3. CONSIDERATION TO ENTER INTO A TWO YEAR LEASE AGREEMENT WITH HARLEY-DAVIDSON OF CENTRAL MS FOR THREE (3) MOTORCYCLES @ \$350 PER MOTORCYCLE PER MONTH, APPROVAL OF THE \$850 EQUIPMENT TRANSFER FEE OF TWO OF THE MOTORCYCLES AND APPROVAL OF THE \$7,349.60 ESTIMATE TO COMPLETELY OUTFIT THE 3RD MOTORCYCLE WITH NECESSARY EMERGENCY RESPONSE EQUIPMENT.
4. CONSIDERATION OF APPROVAL TO ORDER THREE COMPLETE RADAR SYSTEMS FROM STALKER RADAR FOR MOTORCYCLES AT A COST OF \$2,262.50 WITH HARLEY-DAVIDSON TO INSTALL.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO DECLARE A 2002 DODGE RAM 1500 (VIN 1B7HC16Y815231988), A 2006 FORD F150 XL TRITON (VIN 1FTRX12W36NA41549) AND UNREPAIRABLE WASTE DUMPSTERS SURPLUS AND ADVERTISE FOR SALE.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ALTEC SERVICE CENTER OF BIRMINGHAM IN THE AMOUNT OF \$27,911.64 FOR THE REPAIR OF THE ELECTRIC DIVISION 2010 ALTEC MINI DERRICK DIGGER.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM VACUUM TRUCKS SALES AND SERVICE, LLC IN THE AMOUNT OF \$33,120.00 FOR A T66 CAMERA TRACTOR AND ORION ZOOM CAMERA HEAD FOR THE WATER DIVISION.

3. REQUEST AUTHORIZATION TO DECLARE VARIOUS SMALL EQUIPMENT BELONGING TO THE WATER DIVISION INVENTORY AS SURPLUS PROPERTY AND SELL TO THE HIGHEST BIDDER ON GOVDEALS.COM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 3, 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: 10-20-20
PAGE: 1 of 77

SUBJECT: Request approval of the minutes of the September 15, 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 15, 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 15, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 15, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Jason Walker and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill asked the City Clerk to call roll of the Aldermen. Having confirmed each was present, the Mayor 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 Perkins asked to add Mayor's Business, Item A "Suspension of Current Recycling Program" and Mayor's Business, Item D "Federal Disaster Contacts" to consent.

Mayor Spruill noted that while the City is currently suspending the current recycling program, the City is exploring a possible partnership with MSU and other recycling options. The recycling fees will be removed from bills beginning October 1.

Alderman Walker asked to add Department Business Item XI. B. 2. b. "FP 20-03: Jax Corner" to consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the September 15, 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 15, 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 28, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Importance of Census responses

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

FISCAL YEAR 9/30/19 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC, ACCEPTANCE OF AUDIT AND CONSIDERATION OF AGREEMENT OF FISCAL YEAR 9/30/20 AUDIT SERVICES.

VIII. PUBLIC HEARING

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF SUSPENDING THE CURRENT CITY OF STARKVILLE RECYCLING PROGRAM INDEFINITELY DUE TO INCREASED COSTS EFFECTIVE OCTOBER 1, 2020.

B. CONSIDERATION OF THE RESTRUCTURING OF THE STARKVILLE POLICE DEPARTMENT.

C. CONSIDERATION OF FP 20-04 REQUEST FOR FINAL PLAT APPROVAL FOR “HOSPITAL PARK REVISED” LOCATED AT 403 HOSPITAL ROAD IN A S-M ZONING DISTRICT.

D. REQUEST APPROVAL TO NAME LESA HARDIN THE CERTIFYING OFFICIAL (APPROVE DAILY / WEEKLY FILINGS) AND JOANNA MCLAURIN THE APPLICANT AGENT (CONTACT PERSON TO FEMA) FOR FEDERAL DISASTER- FEMA-4528 COVID-DR-MS.

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING FOR 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.

B. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD(MCGRIF) FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF LW 20-01 REQUEST FOR LANDSCAPE WAIVER APPROVAL FROM TREE PROTECTION AND PERIMETER PARKING LOT LANDSCAPE REQUIREMENTS AT 600 HIGHWAY 12 WEST IN A C ZONING DISTRICT WITH PARCEL NUMBER 102F-00-053.00.

- b. CONSIDERATION OF FP 20-03 REQUEST FOR FINAL PLAT APPROVAL FOR "JAX CORNER SUBDIVISION" THE RECONFIGURATION AND SUBDIVIDING OF SEVERAL LOTS INTO 2 LOTS LOCATED AT 103 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF KIMLEY-HORN AND ASSOCIATES, INC., SUPPLEMENTAL AGREEMENT NO. 1, HIGHWAY 182 FROM LONG STREET TO OLD WEST POINT ROAD, OKTIBBEHA COUNTY, MS, BUILD GRANT PROJECT NO. FB LD-7113-00(004)/108418-811000.

2. CONSIDERATION OF SUPPORT FOR A JOINT UNIVERSITY-COUNTY-CITY PARTNERSHIP APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT WHICH PROPOSES A PATH CONNECTING THE PROPOSED BUILD GRANT TO COLLEGEVIEW DRIVE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 8, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF AUGUST, 2020 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE LEE UPCHURCH AS A RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE BRADY HAYNES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE STEIN MCMULLEN AS A BUILDING OFFICAL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WITH DUAL RESPONSIBILITIES AS A FIRE MARSHAL IN THE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO AWARD SOUTHERN ELECTRIC CORP. OF MISSISSIPPI THE CONTRACT FOR PURCHASE AND INSTALLATION OF THE LED LIGHTING AND CAMERA SYSTEM FOR THE CORNERSTONE SPORTS COMPLEX FIELDS 1-10 AND THE T-BALL AREA IN THE AMOUNT OF \$1,809,397.14, THE LOWEST AND BEST BID RECEIVED.
2. CONSIDERATION OF FY20-21 STARKVILLE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY GIRL'S AND BOY'S SOCCER TEAMS.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM REGAL CHEMICAL TO PURCHASE 40 ACRES OF FERTILIZER TO BE APPLIED TO SPORTS FIELDS IN THE AMOUNT OF \$8,000.00.
4. REQUEST AUTHORIZATION TO PURCHASE A 72 INCH LAZER MOWER FROM POWERSTROKE EQUIPMENT, THE LOWEST BID, AT A COST OF \$8,779.00 AND TO DECLARE THE CURRENT 72 INCH MOWER SURPLUS AND SELL ON GOVDEALS.COM.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION FOR THE TRIM CANE LIFT STATION REHABILITATION.
2. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO APPROVE AMENDMENT NO.1 TO VOLKERT TASK ORDER NO. 3-2018 FOR THE CONSTRUCTION PHASE SERVICES OF THE WASTEWATER TREATMENT PLANT (WWTP) BIOSOLIDS IMPROVEMENTS NOT TO EXCEED \$75,000.00 DUE TO THE NEED TO INCREASE THE CONSTRUCTION PERIOD.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE PLEASANT ACRES SUMMARY CHANGE ORDER FOR THE PLEASANT ACRES INFRASTRUCTURE REHABILITATION PROJECT WITH THE NET INCREASE OF \$85,760.16.

5. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM WM. W. MEYER AND SONS, INC. TO PURCHASE A TUTHILL PD PLUS BLOWER FOR THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$8,651.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. SANITATION DEPARTMENT

1. CONSIDERATION OF ELIMINATING A POSITION (SECRETARY) AND RESTRUCTURING THE SANITATION/ ENVIRONMENTAL SERVICES DEPARTMENT.

XVII. ADJOURN UNTIL OCTOBER 6, 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 28, 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 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the August 28, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF SUSPENDING THE CURRENT CITY OF STARKVILLE RECYCLING PROGRAM INDEFINITELY DUE TO INCREASED COSTS EFFECTIVE OCTOBER 1, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of suspending the current City of Starkville recycling program indefinitely due to increased costs effective October 1, 2020” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE RESTRUCTURING OF THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the restructuring of the Starkville Police Department which primarily includes moving Code Enforcement to the Police Department” is enumerated, this consent item is thereby approved.

Report

Date: September 3, 2020
To: Mayor Spruill and Members of the Board
From: Lynn Spruill, Mayor and Mark Ballard, Chief of Police
Subject: Reorganization of the Police Department.

Summary

In May, we began discussing the idea and opportunities of moving Code Enforcement under the Police Department. Police and Code Enforcement go hand-in-hand together, because there is always the potential for a crime. Having Code Enforcement at the police department will enhance and streamline the city's efforts to enforce code violations.

Collaborating with Code Enforcement will allow for a more informed and strategic approach to locating violations and enforcing city codes. This will help continue our efforts to decrease crime and to improve the quality of life in higher crime areas of the city. This strategy has proven to be effective in addressing issues regarding violations across other cities.

The Mayor along with Human Resources are constantly evaluating city operations to ensure that we are delivering the highest level of services possible. Code enforcement plays a vital role in cleaning up neighborhoods. This move will enhance our abilities to keep Starkville clean. The teamwork of our police department and Code Enforcement will help enhance our city's mission of code enforcement.

- Protect private property owners' investments
- Promote public health, safety and welfare
- Educate residents
- Enhance the quality of life and appearance in our neighborhoods

Code Enforcement Officers will continue to enforce city ordinance violations as well as assist with patrol when needed once certified.

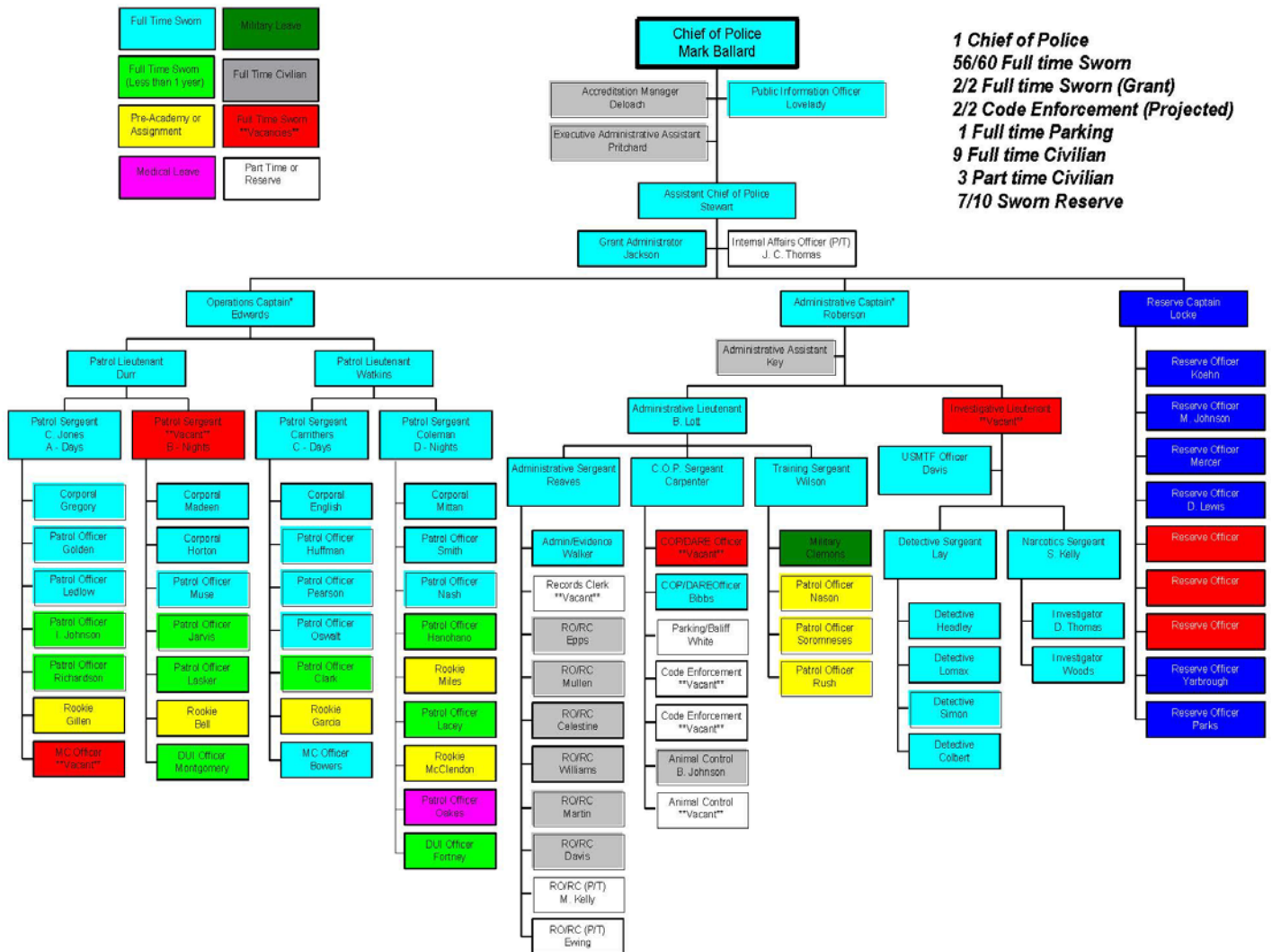
Background

Currently, the City of Starkville Code Enforcement Division operates under the Community Development Department (housed inside City Hall), in enforcement of City codes and ordinances, as well as ensuring that developers, residents and property managers comply with the policies, processes, and municipal laws associated with Community Development functions.

The responsibilities of the Code Enforcement team has extended far beyond citing homeowners for overgrown lawns or peeling paint. Their work is about keeping the community safe and offering assistance when needed. By moving the division to the police department, these closer quarters will help expand the team's ability to serve the community.

The idea behind this transition is that addressing small code violations will lead to less crime on all levels in the future. Quickly addressing code violations makes those violations less frequent and contributes to lowering other, more severe, violations. There are many situations where officers or detectives will work in conjunction with Code Enforcement. This transition will lead to healthier neighborhoods throughout the city.

The Re-Envisioned Department will look like this



CITY OF STARKVILLE JOB DESCRIPTION

Title: Code Enforcement Officer
Reports to: Director
Date Prepared: September 8, 2020

Department: Police Department
Classification: Exempt, Salary Grade 10
Approved by Board: _____

GENERAL POSITION SUMMARY:

The Code Enforcement Officer is responsible for a variety of inspections to ensure adherence to and identification of violations of City codes, ordinances and regulations relating to environmental, public safety, health and sanitation regulations. Responsibilities could include field inspections and investigations; enforcement actions to abate violations; and testifying about the violations, enforcement actions and information obtained during the investigations.

ESSENTIAL JOB FUNCTIONS:

- Investigates complaints of code violations and works with the public to bring properties into compliance.
- Investigates complaints pertaining to health and safety hazards, property maintenance, zoning violations, abandoned/inoperable vehicles and public nuisances.
- Processes complaints: including issuing notice of violations, citations, letters, memos or legal documents, answering routine questions and routing technical questions to appropriate personnel, assisting walk-in customers as needed, maintaining case management and filing systems.
- Prepares written notices of violation and orders to abate nuisances.
- Discusses and educates the general public on local codes and enforcement procedures. Establish and maintain effective working relationships with state and county agencies, developers, contractors and general public.
- Research tax rolls and city ordinance books for property owners and make decisions within specified time restraints while handling multiple tasks simultaneously with frequent interruptions.
- Serves court documents, testifies in court as to evidence gathered, prepares and processes notices, warnings and citations as needed and presents cases before the Municipal Court.
- Prepares and prosecutes cases in Municipal Court with the assistance of the City Prosecutor, including calling and examining witnesses, offenders and victims, presenting direct and indirect evidence and providing testimony as necessary.
- Provides documentation for use in cost recovery, coordinating activities with other City departments to back up the cost recovery and prepares a bill to the owner for the cost recovery fees.
- Participates in continuous training to enhance law enforcement skills including firearms proficiency, defensive driving skills, physical fitness standards, apprehension and arrest techniques, investigative skills, and general law enforcement skills.
- Requires regular and prompt attendance plus the ability to interact with others in a professional manner and maintain professional composure in heated situations.
- Assist other personnel and units as needed and perform other duties as assigned or directed. This includes overtime details for public safety purposes.

KNOWLEDGE, SKILLS AND ABILITIES:

- Some knowledge of the principles of land usage and zoning.
- Some knowledge of the local City Ordinances.
- Some knowledge of the geography of the City.
- Some knowledge of federal and state statutes.
- Some knowledge of web based software.
- Ability to interpret and apply fairly and tactfully zoning ordinances for the public.
- Ability to understand maps, land measurements and legal descriptions.
- Ability to compile, analyze and evaluate data.
- Ability to communicate, both orally and in writing.

- Ability to establish and maintain effective relationships with property owners, contractors and the public.
- Requires confidentiality.
- Ability to use radios and other communications equipment.
- Ability to use standard office equipment.
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast-paced environment.
- Proficient in Microsoft Office (Outlook, Word, Excel, and PowerPoint).
- Ability to maintain complex and difficult clerical records and to prepare detailed reports. Proven ability to handle confidential information with discretion.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency and experience in performing varied office support services.
- A minimum of three (3) years' experience in code enforcement, zoning enforcement, law enforcement or building inspection is preferred; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed above.
- Ability to become a certified Police Officer within 6 months.
- Must possess a valid Mississippi Driver's License and acceptable MVR.

PREFERRED QUALIFICATIONS AND EXPERIENCE:

- Graduation from an accredited university with an Associate's degree in criminal justice, planning, public or business administration, political science, geography, economics or in a closely related field and two (2) years of experience in code enforcement, planning and zoning, or government relations, or any equivalent combination of education and experience. A combination of equivalent education and experience likely to provide the required knowledge and abilities may be considered.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Environment:

Work for this position is primarily outdoors and may expose the employee to inclement weather conditions, hazards of construction sites, animals and insects. Work done in all types of weather. Ten percent of the work for this position is indoors.

Physical: The Code Enforcement Officer must have the ability to sit, stand, walk, see, bend, stoop, talk and hear, kneel, crouch, smell, climb and balance on ladders, crawl in confined spaces and may be required to lift heavy objects (up to 50 lbs.) without assistance. The employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

5. CONSIDERATION OF FP 20-04 REQUEST FOR FINAL PLAT APPROVAL FOR “HOSPITAL PARK REVISED” LOCATED AT 403 HOSPITAL ROAD IN A S-M ZONING DISTRICT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-04 request for final plat approval for “Hospital Park Revised” located at 403 Hospital Road in a S-M zoning district” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVAL TO NAME LESA HARDIN THE CERTIFYING OFFICIAL (APPROVE DAILY / WEEKLY FILINGS) AND JOANNA MCLAURIN THE APPLICANT AGENT (CONTACT PERSON TO FEMA) FOR FEDERAL DISASTER- FEMA-4528 COVID-DR-MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to name Lesa Hardin the Certifying Official and Joanna McLaurin the Applicant Agent for Federal Disaster- FEMA-4528 COVID-DR-MS for the City of Starkville” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING FOR 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.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing for 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” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD(MCGRIFF) FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield (McGriff) for January 1, 2021 through December 31, 2021 with the change that retirees eligible for Medicare coverage will no longer be offered continuing coverage” is enumerated, this consent item is thereby approved.

**Amendment No. 2 to
Administrative Services Contract**

This Amendment No. 2 to the Administrative Services Contract ("Amendment") is entered into as of October 1, 2020 (the "Amendment Effective Date") among Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company ("Claim Administrator"), City of Starkville ("Employer") and Employee Health Protection Plan for City of Starkville (hereinafter "GHP").

WHEREAS, Claim Administrator, Employer and GHP are parties to the Administrative Services Contract (the "Agreement") entered into as of October 1, 2018, as amended by Amendment No. 1 effective as of October 1, 2019.

WHEREAS, Claim Administrator, Employer and GHP have agreed, subject to these terms and conditions, to amend the Administrative Services Contract as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is amended as follows:

(a) The second sentence in the first unnumbered paragraph on page 1 of the Agreement is deleted in its entirety and replaced with the following:

"The term of the Agreement is for a 12 month period, running October 1, 2020 to September 30, 2021."

(b) Part 2, Article I, Section A(18) is deleted in its entirety and replaced with:

18. Initially fund all Claims over the individual specific stop-loss deductible amount as defined in GHP's excess risk insurance policy (hereinafter "Reinsurance"). Claims Administrator has the right, however, to obtain reimbursement directly from the GHP for payments made on claims over the individual specific stop-loss amount and not wait for the Reinsurance Carrier to pay benefits under the Reinsurance Policy. This Section applies only when GHP has elected to have Claim Administrator fund all Claims over the individual specific stop-loss deductible amount as defined in GHP's Reinsurance.

(c) Part 2, Article II, Section B is deleted in its entirety and replaced with:

B. Claim Administrator shall send an electronic Claims Billing Summary Report to GHP on a three-time-per-month billing cycle. The Claims Billing Summary Report will indicate:

1. the amount of reimbursement for Claim Administrator funds used in the Payment of GHP's Claims, which may contain payment of claims over the individual specific stop-loss amount, and
2. the amount of the administrative and access fees for the BlueCard Program (see Article IV).

(d) Part 3, Article, V, Section H is deleted in its entirety and replaced with:

H. GHP accepts full responsibility for providing information requested by the Reinsurance carrier in a timely fashion. Claim Administrator shall not be responsible for any loss of Reinsurance funding caused by the GHP's failure to provide information requested by the Reinsurance carrier and Claim Administrator may refuse to fund claims over GHP's individual specific stop-loss amount if GHP fails to provide information requested by the Reinsurance carrier. GHP accepts full responsibility for securing Reinsurance. GHP shall provide Claim Administrator a copy of the Reinsurance policy within 30 days after the Effective Date of this Agreement.

(e) Part 5, Article VIII, Section A(1) is deleted in its entirety and replaced with the following:

1. The monthly administrative service fee is \$33.50 for each employee covered in the Benefit Plan on or after October 1, 2020. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.

(f) Exhibit I is amended and replaced with the attached Exhibit I.

2. Amendment Effective Date. The amendments made to the Agreement are incorporated by reference into the Agreement and expressly made a part thereof, as if fully copied therein, effective as of the Amendment Effective Date.

3. The provisions of this Amendment are not intended to amend in any manner any of the other provisions of the Agreement and should not be construed to do so, but, rather, except as otherwise hereinafter indicated, are intended merely to amend the specific provisions of the Agreement as stated herein. Except for the provisions of the Agreement specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect and are not hereby amended, modified or rescinded, except to the extent that any other provisions of the Agreement are in conflict with this Amendment and must necessarily also be amended in order to implement this Amendment, in which case any such conflicting provisions of the Agreement are hereby amended, and shall be interpreted and applied, to the minimum extent necessary, to conform to the amendments made by this Amendment. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior promises, agreements and understandings, whether written or oral, with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as set forth below as of the Amendment Effective Date.

CLAIM ADMINISTRATOR:

BLUE CROSS & BLUE SHIELD OF
MISSISSIPPI, A MUTUAL INSURANCE
COMPANY

By: 

Cheri D. Green,
General Counsel

Date: 9-17-20

EMPLOYER:

CITY OF STARKVILLE

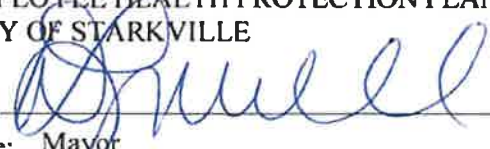
By: 

Title: Mayor

Date: 9-15-20

GROUP HEALTH PLAN:

EMPLOYEE HEALTH PROTECTION PLAN FOR
CITY OF STARKVILLE

By: 

Title: Mayor

Date: 9-15-20

EXHIBIT I

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: City of Starkville

Effective Date: October 1, 2020 through September 30, 2021

Group Number(s):

Location	Benefit Plans	
	Buy Up Group Numbers	Base Group Numbers
City Hall Active	67142A	17912
City Hall COBRA	67143A	17913
City Hall Retirees	67144A	17914
Electric Active	67145A	17915
Electric COBRA	67146A	17916
Electric Retirees	67147A	17917
Park Comm. Active	67148A	17918
Park Comm. COBRA	67149A	17919
Park Comm. Retirees	67151A	17920

General Administrative Fee (See also Section VIII(A)(1):	\$33.50 per employee per month
Inter-Plan Arrangements Fees:	
<i>BlueCard Program Fees</i>	
Access Fees:	In 2020, 3.97% of network savings, capped at \$2,000.00 per claim. In 2021, 3.79% of network savings, capped at \$2,000.00 per claim.
Administrative Expense Allowances (AEAs):	\$5.00 per claim professional and \$11.00 per claim institutional.
Nonparticipating Provider Claims Processing Fee:	\$3.00 per claim for out-of-network claims.

City of Starkville Proposed Retiree Coverage Amended Language

Effective October 1, 2020, the city of Starkville amends its personnel policy with regard to continuing health, dental, and life coverage to all eligible employees upon their retirement from the city.

The option to continue your coverage(s) will no longer be offered to employees who retire from the city on or after October 1, 2020.

Retiring employees under age 65 will be eligible to continue their coverage(s) under COBRA for the applicable time period (18 months in most instances). In accordance with current policy, the retiree must pay the cost for the coverage(s) should they elect to continue and will be subject to the terms and conditions of the vendor utilized by the city in the collection of premiums.

Upon eligibility for Medicare coverage, either through attaining the required age or as the result of a Social Security or Medicare approved disability prior to age 65, the health coverage through the city plan will terminate.

If a retiree attains Medicare eligibility and has a dependent(s) covered under the plan at that time and the dependent has not attained the age for Medicare eligibility they will be eligible to continue coverage under COBRA for the appropriate time period or until they also meet Medicare eligibility requirements.

The existing policy for retirees who have continued coverage due to retirement prior to October 1, 2020, is further amended to require that once the covered retiree (or spouse) attains eligibility to Medicare they must terminate coverage through the city of Starkville group health plan. This will assure a smooth transition to Medicare and the avoidance of potential financial penalties as a late enrollee to that coverage.

Retirees who continued their coverage(s) and enrolled prior to October 1, 2020, over age 65, will be “grandfathered” and allowed to maintain their coverage provided they continue to pay the prevailing premiums as required by the terms and conditions of the vendor utilized by the city in the collection of premiums.

9. CONSIDERATION OF FP 20-03 REQUEST FOR FINAL PLAT APPROVAL FOR “JAX CORNER SUBDIVISION” THE RECONFIGURATION AND SUBDIVIDING OF SEVERAL LOTS INTO 2 LOTS LOCATED AT 103 HIGHWAY 12 WEST IN A C ZONING DISTRICT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of FP 20-03 request for final plat approval for “Jax Corner Subdivision” the reconfiguration and subdividing of several lots into 2 lots located at 103 Highway 12 West in a C zoning district with the condition that all development and redevelopment on either lot will be required to comply with new access management requirements, stormwater management and any other codes per the UDC ” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF KIMLEY-HORN AND ASSOCIATES, INC., SUPPLEMENTAL AGREEMENT NO. 1, HIGHWAY 182 FROM LONG STREET TO OLD WEST POINT ROAD, OKTIBBEHA COUNTY, MS, BUILD GRANT PROJECT NO. FBLD-7113-00(004)/108418-811000.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of Kimley-Horn and Associates, Inc., Supplemental Agreement No. 1, Highway 182 from Long Street to Old West Point Road, Oktibbeha County, MS, Build Grant Project No. Fbld-7113-00(004)/108418-811000” is enumerated, this consent item is thereby approved.



THE CITY OF STARKVILLE

MAYOR'S OFFICE
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

D. Lynn Spruill
Mayor

Phone: 662-323-2525 ext. 3100
Fax: 662-324-4143

September 21, 2020

Clark Bailey, Project Manager
Kimley Horn
420 North 20th Street, Suite 2200
Birmingham, AL 35203

RE: Notice to Proceed- Supplemental Agreement #1
Project # FBLD-7113-00(004)/108418-811000
MS Highway 182/ Martin Luther King Boulevard
Revitalization BUILD Grant Project, Oktibbeha County

Dear Clark,

The Mississippi Department of Transportation has reviewed the contract for the above referenced project and concurs with our request to contract for preliminary engineering services for the above referenced project.

You are hereby noticed to proceed with this project as outlined in the attached executed contract. Any future addendums or supplemental agreements must be forwarded to MDOT for concurrence before they are executed.

If you have any questions or need additional, please feel free to let us know.

Sincerely,

D. Lynn Spruill
Mayor, Starkville

Between the
The City of Starkville
And
Kimley-Horn and Associates, Inc
SUPPLEMENTAL AGREEMENT NO. 1

Highway 182 from Long Street to Old West Point Road
Oktibbeha County
Project No. FBLD-7113-00(004)/108418-811000

WHEREAS, Kimley-Horn and Associates, Inc (the CONSULTANT) entered into the Engineering Services Contract with the City of Starkville (the LPA) on the 7th of May, 2020, to perform conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi. These services will include project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering, as provided for in Project No. FBLD-7113-00(004)/108418-811000 the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide additional environmental studies as a result of a change from no new ROW to the requirement for permanent utility easements and an escalations of documentation from a programmatic categorical exclusion to a D-list categorical exclusion resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$56,150.77;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT: see **Attachment A**

The Maximum Allowable Cost shall be amended to add the sum of \$56,150.77 so the revised total Maximum Allowable Contract Cost is \$566,423.15. The revised total Fixed Fee shall be \$39,598.13. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

Created – 11/01/08

Revised – 02/11/15

Preliminary Engineering Contract Supplemental Agreement boilerplate

	Labor	Direct Cost	Fixed Fee	Subconsultants	Phase Total
Original	\$314,951.67	\$6,248.25	\$37,705.58	\$149,902.88	\$510,272.38
SA #1	\$15,803.94	\$2,723.00	\$1,892.55	\$35,731.28	\$56,150.77
Totals	\$330,755.61	\$8,971.25	\$39,598.13	\$185,634.16	\$566,423.15

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the 21st day of September, 2020.

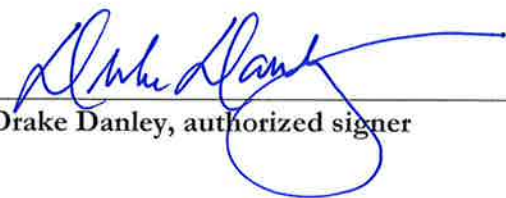
The City of Starkville



Mayor Lynn Spruill

Dated, the 16th day of SEPTEMBER, 2020.

Kimley-Horn and Associates, Inc



Drake Danley, authorized signer

Attachment A: Scope of Work

GENERAL REQUIREMENTS

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

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

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

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

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

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

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

ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITH NEW ROW*

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

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

The CONSULTANT will perform various engineering and environmental studies in accordance with the general requirements as indicated below.

NEPA Documentation and Approval

The purpose of this task is to develop the CE documentation, consistent with the requirements of the Federal Highway Administration (FHWA) guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents as well as the Mississippi Department of Transportation's (MDOT) Environmental Procedures Manual.

Kimley-Horn will incorporate the Purpose and Need, project description, project plans, and results of the environmental technical studies into the environmental document. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, as well as location and comparison of anticipated impacts.

Following completion of the document by Kimley-Horn, the environmental document will be submitted to the City of Starkville for review and comment. Kimley-Horn will then revise the environmental document based on the City's comments. Once the City of Starkville approves the environmental document, the document will be submitted to the MDOT Environmental Division and the Federal Highway Administration for review and subsequent approval.

NEPA Deliverables:

- Draft Categorical Exclusion document for the City of Starkville's review and approval (electronic copy in Adobe PDF format)
- Draft Categorical Exclusion document for MDOT's review (electronic copy in Adobe PDF format)
- Final Categorical Exclusion document for FHWA's review and approval (electronic copy in Adobe PDF format)

Cultural Resource Survey – (Completed by New South Associates)

Cultural resource investigations shall comply with federal and state laws. Failure to obtain Section 106 of the National Historic Preservation Act (NRHP) clearance will jeopardize federal funding and result in stoppage of the project by the MDOT/FHWA. The following resources shall be assessed via a Cultural Resource Survey, which includes, but may not necessarily be limited to the following:

1. archaeological and architectural resources located within the project Area of Potential Effect in accordance with *MDOT Guidelines for Contractors on Archaeological Investigations and Reports* and *Mississippi Department of Archives and History Guidelines for Archaeological Investigations and Reports in Mississippi*;
2. systematic pedestrian survey examining for cultural material; and
3. standing structures over 50 years of age or for National Register of Historic Places eligibility.

The CONSULTANT shall prepare a summary report to include determinations of eligibility for the NRHP for all cultural resources located during the survey. All reports (including draft, preliminary and final) shall be prepared in accordance with MDOT and Mississippi Department of Archives and History (MDAH) guidelines and in accordance with all Federal codes and regulations related to cultural resources management that may be in effect at the time of the work assignment.

Environmental Site Assessments (Hazardous Materials Assessment)

The original scope called for the preparation of an amended Phase I Environmental Site Assessment (ESA) / hazardous substance review within the right-of-way. This involved a visual site reconnaissance and a review of available data provided by the MDEQ. Project updates now call for the acquisition of permanent land easements outside the ROW. As such, the acquisition of properties requires the completion of a full Phase I Environmental Site Assessment (ESA). The ESA shall be conducted in accordance with the Mississippi Department of Environmental Quality, United States Environmental Protection Agency, Local, State, and Federal regulations.

The scope below includes a full Phase I ESA. Should findings determine that additional investigations need to take place, i.e soil sampling & analysis, groundwater sampling and analysis (Phase II ESA), a soils management plan, and/or a worker safety plan, these items will be determined, and scope provided at a later date.

The Phase I ESA scope of services described in this proposal addresses the due diligence procedures and methodology presented in ASTM E 1527-13. The purpose of the Phase I ESA is to provide the following:

1. An identification of Recognized Environmental Conditions (RECs) as defined in ASTM E 1527-13, 1.1.1
2. An opinion of the impacts on the property resulting from conditions identified during the investigation, by a qualified Environmental Professional (EP) (ASTM E 1527-13, 12.6)
3. An opinion, by a qualified EP, on the need for additional investigations (ASTM E 1527-13, 12.6.1)
4. A statement consistent with ASTM E 1527-13, 12.13, on the qualifications of the EP and the suitability of the Phase I ESA to meet the requirements of the All Appropriate Inquiry Rule, CFR 40 312.

Kimley-Horn's scope of services for conducting the Phase I ESA consists of the tasks set forth below. The following tasks only refer to that information that is defined as reasonably ascertainable (ASTM E 1527-13, 6.2.1).

Sub-Task 1 - Records Review

This task will be conducted by Kimley-Horn consistent with ASTM E 1527-13, 8.0 and will consist of the following:

1. *Record Search* – An environmental/hazardous materials database search will be ordered from EDR (<https://edrnet.com/>) which will encompass the minimum search distances listed in ASTM E1527-13, 8.2.1. This report will be reviewed for known and suspect contaminated sites. Where available, local environmental agency, and other local governmental authority files, as defined in ASTM E 1527-13, 8.2.2.1 may be reviewed, if the EP determines the files to be reasonably ascertainable and relevant to the successful completion of the Phase I ESA.
2. *IC/EC Registries* – Kimley-Horn will review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
3. *Title Search and Judicial Records* – Kimley-Horn will review these documents as provided by the Client.
4. *Aerial Photograph Review* – Kimley-Horn will retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity.

Aerial photographs will be researched to the earliest date that is reasonably obtainable.

5. *Review of Local City Directories and Historical Maps* – Kimley-Horn will obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.
6. *Other Historical Sources* – Should Kimley-Horn determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA; these sources will be reviewed and documented.

Sub-Task 2 Site Reconnaissance

Kimley-Horn will conduct a site reconnaissance consistent with ASTM E 1527-13, 9.0. The Site Reconnaissance will be non-invasive. We will not collect and/or analyze any samples. We assume that we will be allowed appropriate access to all areas of the site and that the site reconnaissance shall be conducted as a single event. Should, an additional site reconnaissance be required due to access limitations, the additional site reconnaissance shall be considered additional services.

Sub-Task 3 - Interviews

Consistent with ASTM E 1527-13, 10.5.2.3 and 10.5.4 Kimley-Horn will make a reasonable attempt to conduct the following interviews:

1. Kimley-Horn will attempt to interview current and past owners, operators and occupants of the property that have or are likely to have material information regarding uses, physical characteristics and the potential for RECs at the subject property consistent with ASTM E 1527-13 sections 10.5.1, 10.5.2, 10.5.2.1, 10.5.2.2, and 10.5.4.
2. In the case of abandoned properties as defined in ASTM E 1527-13, 3.2.1, where there is evidence of uncontrolled access or unauthorized uses, Kimley-Horn will attempt to interview current neighboring or nearby property owners (ASTM E 1527-13, 10.5.5).
3. Kimley-Horn will attempt to interview one or more of the following state or local agencies as defined in ASTM 1527-13, 11:
 - a) Local fire department
 - b) Local health agency
 - c) Local environmental regulatory agency

Sub-Task 4 - Report Preparation

Upon completion of the aforementioned sub-tasks, Kimley-Horn will prepare a summary report of the results of the Phase I ESA as outlined in Appendix X4 of ASTM E 1527-13 and in accordance with the MDEQ Environmental Procedures Manual. Kimley-Horn will provide the report to the Client in electronic format (portable document format).

User-Provided Information

The following information shall be provided by the User/Client, the accuracy of which Kimley-Horn will be entitled to rely upon. This information is required for the Client to meet the requirements of the Landowner Liability Protections (LLPs) (ASTM E 1527-13, 1.1 and 3.2.49) and for Kimley-Horn to conduct the Phase I ESA consistent with ASTM E 1527-13. This information is required prior to the site reconnaissance.

1. A completed ASTM User Questionnaire
 2. Copy of the title documentation and/or judicial records pertaining to environmental liens and AULs, along with a summary of actual knowledge of the Client of AULs or environmental liens
 3. If applicable, reason for significant reduction in purchase price of the subject property
 4. Any specialized knowledge and/or experience relating to RECs in connection with the subject and adjacent properties
 5. All environmental reports available for the property
 6. Commonly known or reasonably ascertainable information that the Client is aware of relevant to RECs associated with the property
- Other information that is required by Kimley-Horn for completion of the Phase I but not for application to the LLPs is as follows:
1. Site address and location
 2. Property owner and operator contact names and telephone numbers
 3. Site plans showing property boundaries and improvements
 4. List of tenants
 5. Access to all areas of the site

Threatened and Endangered Species Assessment

It is not anticipated that a Threatened and Endangered Species Assessment will be required for this project due to the project occurring in an urban setting. If a Threatened and Endangered Species Assessment is deemed necessary by the Client, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Noise Studies

Given the current scope of work, this project is understood to classify as a Type III project under FHWA guidelines. Type III projects do not require a noise analysis.

Relocation Assessments

No business, residential or non-profit organization displacements are anticipated with the construction of the proposed project. If a Relocation Assessment is deemed necessary for this project, this service can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Farmland Assessment

Given the project is located within the urban setting, it is assumed that coordination with the Natural Resource and Conservation Service (NRCS) will not be required. If farmland resources are identified and coordination with the NRCS is deemed necessary by the Client, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

ACRONYM DEFINITION

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

Summary

Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
08.31.2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Environmental	119		\$5,352.73	\$10,418.55	\$32.65	\$15,803.94	\$2,723.00	\$1,892.55	\$20,419.49
Cultural Resources	474	\$35,731.28							\$35,731.28
Total	593	\$35,731.28	\$5,352.73	\$10,418.55	\$32.65	\$15,803.94	\$2,723.00	\$1,892.55	\$56,150.77

Grand Total	\$56,150.77
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Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Environmental Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
08.31.2020

MDOT Process Description	Item	No.	Estimated Hours								Total Hours	Notes
		Sheets	Senior Environmental Planner	Environmental Planner	Senior Environmental Scientist	Environmental Scientist	Labor Classification	Labor Classification	Labor Classification	Labor Classification		
Environmental Project Management and Subconsultant Coordination												Original scope and fee did not include management for cultural resource subconsultant: New South Associates
Project Management and Subconsultant Coordination			16.0								16.0	
Conduct Phase 1 Hazardous Materials Survey												Original scope and fee was for a Modified Phase 1 due to no easements or ROW being necessary at the time. Since project is now requiring utility assessments, a Phase 1 will now be prepared.
Hazardous Materials				15.0		40.0					55.0	
Prepare D-List Categorical Exclusion												Due to utility assessments being required for the project now, preparation of a D-List Categorical Exclusion is required instead of the originally scoped C-List or Programmatic Categorical Exclusion. A D-List Categorical Exclusion requires FHWA review approval as well as additional documentation within the NEPA document itself.
Prepare Graphics (tables, figures)					8.0						8.0	
Write & Format Reevaluation			4.0		8.0						12.0	
Internal Quality Review and Submittal			4.0								4.0	
Revise and Finalize D-List CE												
Revise Reevaluation - (Assumes 3 Rounds of Comments from Starkville, MDOT, and FHWA)			4.0		16.0						20.0	
Internal Quality Review and Submittal			4.0								4.0	
Quality Control												
Total Hours			32.0	15.0	32.0	40.0					119.0	
Raw Labor Rates			\$63.39	\$66.87	\$32.60	\$31.95	\$0.00	\$0.00	\$0.00	\$0.00		
Labor Cost			\$ 2,028.48	\$ 1,003.05	\$ 1,043.20	\$ 1,278.00					5,352.73	
							Overhead	%	194.64%		\$10,418.55	
							Fixed Fee	%	12.00%		\$1,892.55	
							FCCM Overhead	%	0.61%		\$32.65	
							Direct Costs:	Qty.	Unit Price ¹			
								Mileage	600.0	\$0.58	\$345.00	
								Meals	4.0	\$46.00	\$184.00	
								Lodging	2.0	\$97.00	\$194.00	
								Postage				
								Supplies				
								Reproductions				
								Other	1.0	\$2,000.00	\$2,000.00	
										Database Report		

Cultural Resources
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
New South Associates
08.31.2020

MDOT Process Item Description	No.	Estimated Hours								
	Sheets	Project Manager	Sr. Historian	Historian	GIS Specialist	Editor	Graphics Specialist	Labor Classification	Labor Classification	Total Hours
Task 1										
Planning and Administration		2.0	4.0							6.0
Background Research			12.0		4.0					16.0
GIS Parcel Map			8.0		24.0					32.0
Task 2										
Planning and Administration		4.0	12.0							16.0
Background Research			24.0	24.0	16.0					64.0
Architectural History Field Survey			24.0	32.0						56.0
History Report		4.0	32.0	136.0	16.0	8.0	24.0			220.0
MDAH Survey Site Forms			4.0	30.0			30.0			64.0
Total Hours		10.0	120.0	222.0	60.0	8.0	54.0			474.0

Raw Labor Rates	\$81.75	\$35.75	\$24.80	\$32.30	\$30.35	\$34.25	\$0.00	\$0.00	
Labor Cost	\$ 817.50	\$ 4,290.00	\$ 5,505.60	\$ 1,938.00	\$ 242.80	\$ 1,849.50			14,643.40
						Overhead	%	107.45%	\$15,734.33
						Fixed Fee	%	12.00%	\$3,645.33
						FCCM Overhead	%	0.50%	\$73.22
						Direct Costs:	Qty.	Unit Price ¹	
						Mileage	1200.0	\$0.58	\$690.00
						Meals	10.0	\$46.00	\$460.00
						Lodging	5.0	\$97.00	\$485.00
						Supplies			\$0.00
						Reproductions			\$0.00
						Other			\$0.00

¹ See State Travel Handbook

Total Direct Costs: \$1,635.00

Prime Total \$35,731.28

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$35,731.28

ASSUMPTIONS

- Project involves the development and implementation of an \$18.3 million federally-funded BUILD Discretionary Grant revitalization project along the MS-182 (US 82)/MLK Drive Corridor
- Project requires Section 106 compliance with MDOT Local Programs and FHWA as lead Federal agency
- Project is within existing right-of-way (ROW) but may include easements
- Project includes improvements to this historically African American business corridor, located two blocks north of the Downtown Commercial Business District
- Project involves improvements to infrastructure such as stormwater, brownfields, pedestrian access, and underutilized blighted areas
- Project will install ADA-compliant pedestrian sidewalks, bikeways, crosswalks, street trees, pedestrian lighting and seating, underground utilities, 5G wireless microcells (8), permeable paving, bioretention cells, replacement culverts, grassed buffers, tree wells, pocket parks, new curb and gutters, and signage
- Project begins at Intersection with North Long Street and ends at Intersection with Old West Point Road
- The Area of Potential Effects (APE) for history is defined as the project site and adjacent properties along the 1.4-mile corridor
- Background research will consist of remote review of the architectural history survey files at the Mississippi Division of Archives & History (MDAH)
- Section 4(f) de minimus use documentation cost is included
- Project does not include archaeology

HISTORY

- The study corridor is located in a historically African American section of Starkville, located two blocks north of the Downtown Commercial Business District
- Based on review of online MDAH survey data, Google Maps, and City of Starkville data, we anticipate the APE contains approximately 50-60 architectural resources, most of which were previously surveyed as part of a recent recon-level survey completed by the City of Starkville
- Based on review of online MDAH survey data, the APE includes four NRHP-listed resources: Greensboro Street Historic District, Odd Fellows Cemetery (African American), Downtown Starkville Historic District, and Lampkin-Owens-Kraker House
- The APE contains the eastern half of the proposed Old Hwy 82 Historic District, which was recommended NRHP-eligible as part of the recent recon survey; the draft recon survey report recommends that the APE contains approximately 50 resources - 35 contributing and 15 non-contributing
- The APE contains a former service station at 206 MLK Drive that the MDAH determined NRHP-eligible in 2018
- The APE also contains the MS 182 (US 82) road corridor, Henderson-Ward Elementary School (African American), and the University Motel (Johnny Cash), which have not been formally evaluated for NRHP-eligibility
- Assuming the historian records 20 resources per day the survey should require 3 person days plus travel time
- Assuming the senior historian makes one trip to assist with fieldwork and assess effects/Section 4(f)
- History requires MDAH survey site forms for all newly surveyed resources (~55)
- Task 1 will prepare a preliminary GIS parcel map showing anticipated NRHP resources in relation to the project
- Task 2 will prepare a single Survey/NR Evaluation and Assessment of Effects report (Draft and Final)
- Task 3, if applicable, will prepare Section 4(f) de minimus use documentation (Draft and Final)

11. CONSIDERATION OF SUPPORT FOR A JOINT UNIVERSITY-COUNTY-CITY PARTNERSHIP APPLICATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT WHICH PROPOSES A PATH CONNECTING THE PROPOSED BUILD GRANT TO COLLEGEVIEW DRIVE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of support for a joint University-County-City partnership application for a Transportation Alternatives Program Project which proposes a path connecting the proposed BUILD grant to Collegeview Drive” is enumerated, this consent item is thereby approved.

A full cost estimate has not yet been completed but the total project is not anticipated to exceed \$1 Million. The obligation for each entity is expected to be approximately \$67,000. The proposed project entails a path extending from the termini of the BUILD grant (approximately at Old West Point Road) and extending east along Hwy 182 and then through undeveloped MSU property to connect to Collegeview Street. MSU will be the lead agency for this application since the City currently has an active project and the County recently was the lead for Locksley Way.

12. CONSIDERATION OF ACCEPTANCE OF AUGUST, 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of August, 2020 Financial Statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Alexis Robinson as a Deputy Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO HIRE LEE UPCHURCH AS A RECORDS CLERK 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 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Lee Upchurch as a Records Clerk in the Starkville Police Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF AUTHORIZATION TO HIRE BRADY HAYNES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

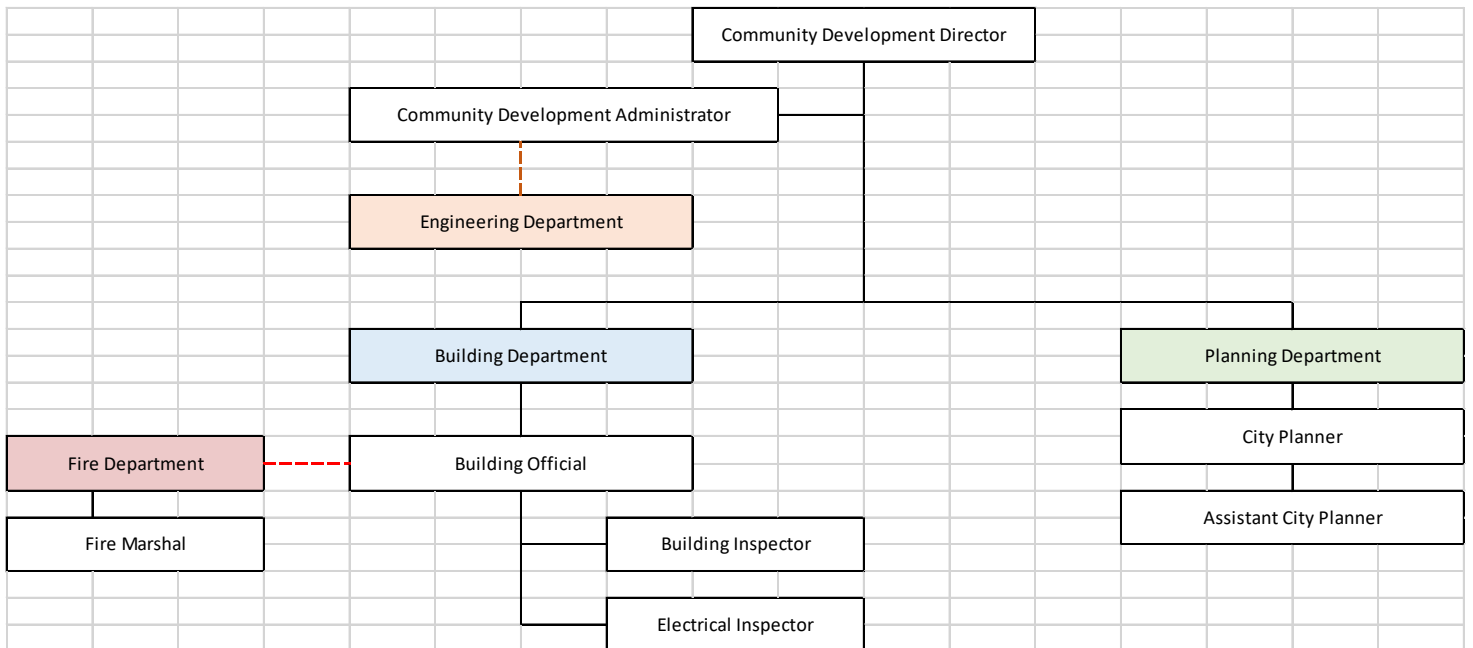
Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Brady Haynes as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF AUTHORIZATION TO HIRE STEIN MCMULLEN AS A BUILDING OFFICAL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WITH DUAL RESPONSIBILITIES AS A FIRE MARSHAL IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Stein McMullen as a Building Offical in the Community Development Department with dual responsibilities as a Fire Marshal in the Fire Department” is enumerated, this consent item is thereby approved.



Org Chart:





CITY OF STARKVILLE JOB DESCRIPTION

Title: Building Official/Fire Marshal
Reports to: Director
Date Prepared: September 15, 2019

Department: Community Development
Classification: Exempt, Salary Grade 16
Approved by Board: _____

GENERAL POSITION SUMMARY:

The Building Official work involves participating in the review of a variety of building plans for new construction, alterations, renovation and repair work to determine if plans, workmanship, and materials conform to relevant building codes. Reviews plans and specifications for compliance with established codes. Maintains building plan files.

ESSENTIAL JOB FUNCTIONS:

- Plans, organizes and directs the activities of building and fire inspectors engaged in the enforcement of codes regulating the construction or alteration of buildings, the condition and occupancy of housing; fire prevention inspections and arson investigations.
- Review detailed plans and specifications for building construction, alteration, demolition, or moving compliance with building, electrical, plumbing, gas, and mechanical inspections.
- Supervise, train, direct, and evaluate direct reports; address employee concerns and problems.
- Manage, oversee and participate in the development of work plans; assignment of work activities, and monitor the work flow of building inspectors.
- Make recommendations of code interpretation and requirements; assist building inspectors in properly interpreting plans and specifications.
- Coordinates with Fire Department and the Community Development Department to assist in the timely review and the issuance of permits.
- Manage the permitting process for all building construction; ensures functions are handled in a timely manner; develops and oversees customer service guidelines for the permitting process.
- Review blueprints, architectural drawings, engineering drawings, plan revisions, specifications, and related construction documents.
- Assist with field inspections; review inspections and decisions when unusual circumstances exist including determining if projects are in compliance with laws, regulations and ordinances.
- Maintain building plan files and review routing records; initiates and coordinates the routing of plans for review by various departments.
- Make recommendations on updating various building construction codes and ordinances.
- Prepare periodic records and reports. Update policies and procedures; perform research and maintain building permit records and generate building activity reports.
- Confer with architects, engineers, contractors, owners, and other project proponents in regard to policies, design and materials in building plans to provide assistance with building code and plan submittal information.
- Manage complex, highly visible, sensitive and/or controversial projects. Review and approve building plan submittals; Oversees final inspection for construction projects for issuance of Certificates of Occupancy and Certificates of Completion.
- Review and enforce requirements for fire flow and proper placement of fire hydrants. Conduct fire investigation and inspection.
- Serve as Americans with Disabilities Act (ADA) Coordinator to ensure all structural and building conditions remain compliant.
- Perform other duties as assigned or directed.



KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of all major types of building construction, materials, equipment, and practices.
- Considerable knowledge of municipal, building, and related codes and ordinances.
- Knowledge of modern developments, current literature, and sources of information in the field of municipal building inspection.
- Knowledge of construction plans and specifications.
- Knowledge of office procedures, methods, and equipment including computers and applicable software applications.
- Knowledge of Applicable laws, regulations, codes, department policies, governing assigned technical engineering duties.
- Skills in handling multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities
- Computer and software skills to include permitting software, Microsoft Office Suite and the ability to interpret computerized data.
- Ability to understand and interpret building construction plans, diagrams, blueprints, and specifications and relate them to construction processes.
- Ability to detect and locate defects in building plans and building construction work underway, and to ascertain the stages at which these can be most easily and safely remedied.
- Ability to analyze and compile technical and statistical information and prepare reports.
- Ability to interpret and apply state and local policies, procedures, laws, codes, and regulations.
- Ability to understand and interpret conceptual plans and project planning documents.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to Establish and maintain effective working relationships with other employees, engineers, architects, and the general public.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- Associate's degree or a minimum of two years college training in a Construction Management, Engineering, or similar related field. A combination of equivalent education and experience likely to provide the required knowledge, skills and abilities may be considered.
- Certified Building Official (CBO) or Fire Marshal certification from the International Code Council (ICC) or the ability to obtain such certification within three (3) years.
- A minimum of 5 years of progressively responsible building related experience, including two years of experience in a supervisory capacity.
- Must possess a valid Mississippi Driver's License and acceptable MVR.

PREFERRED QUALIFICATIONS AND EXPERIENCE:

- Bachelor's Degree in Engineering, Construction Management, Construction Technology or similar related field.
- Master Code Professional (MCP) certification from the International Code Council (ICC); Certified Floodplain Manager (CFM); Fire Inspector certification from ICC and NFPA (National Fire Protection Association).

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The job is performed both indoors and outdoors in all types of weather conditions. Work exposes the employee to hazards of construction sites including dangers of moving heavy equipment, inclement weather conditions, and high noise levels. Work requires regular physical activities such as walking, climbing, crawling, standing,



stooping, bending, and operation of a motor vehicle. May be required to lift objects weighing up to 50 pounds without assistance.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.
Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

17. REQUEST AUTHORIZATION TO AWARD SOUTHERN ELECTRIC CORP. OF MISSISSIPPI THE CONTRACT FOR PURCHASE AND INSTALLATION OF THE LED LIGHTING AND CAMERA SYSTEM FOR THE CORNERSTONE SPORTS COMPLEX FIELDS 1-10 AND THE T-BALL AREA IN THE AMOUNT OF \$1,809,397.14, THE LOWEST AND BEST BID RECEIVED.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the award to Sports Field Lighting and Sports Camera Broadcasting system for fields 1 – 10, and the T-Ball Area in the amount of \$1,809,397.14, the lowest and best bid received” is enumerated, this consent item is thereby approved. (Agreement follows this page)

18. REQUEST AUTHORIZATION OF FY20-21 STARKVILLE FACILITY USE AGREEMENT WITH STARKVILLE ACADEMY GIRL’S AND BOY’S SOCCER TEAMS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the FY 20-21 Starkville Facility Use Agreement with Starkville Academy Girls’ and Boys’ Soccer Teams” is enumerated, this consent item is thereby approved. (Agreement follows the Southern Electric Corp agreement)

19. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM REGAL CHEMICAL TO PURCHASE 40 ACRES OF FERTILIZER TO BE APPLIED TO SPORTS FIELDS IN THE AMOUNT OF \$8,000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Regal Chemicals to purchase fertilizer to be applied to sports fields in the amount of \$8,000.00” is enumerated, this consent item is thereby approved.

Two Quotes Received:	H & H Turf Solutions, Woodland, MS	\$8,560.00
	Regal Chemicals	\$8,000.00

20. REQUEST AUTHORIZATION TO PURCHASE A 72 INCH LAZER MOWER FROM POWERSTROKE EQUIPMENT, THE LOWEST BID, AT A COST OF \$8,779.00 AND TO DECLARE THE CURRENT 72 INCH MOWER SURPLUS 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 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 72 inch mower from Powerstroke Equipment, the lowest bid, at a cost of \$8,779.00 and to declare the current 72 inch mower surplus and sell on GovDeals.com” is enumerated, this consent item is thereby approved.

Two Quotes Received:	EverGreen Ag -	\$8,854.23
	PowerStroke -	\$8,779.00

21. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR CONSTRUCTION FOR THE TRIM CANE LIFT STATION REHABILITATION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for construction for the Trim Cane Lift Station Rehabilitation” is enumerated, this consent item is thereby approved.

CONTRACT

CORNERSTONE SPORTS PARK CITY OF STARKVILLE

This Contract, made this the 15th day of September, 2020, by and between City of Starkville, Mississippi, hereinafter called "Owner" and Southern Electric Corporation of Mississippi, doing business as an Electrical Contractor, located in Flowood, MS, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the Cornerstone Sports Park Athletic Field Lighting and Sports Broadcasting Camera system for Fields 1 – 10 and the T-Ball area in accordance with the Contract Documents and the Contract Drawings.
2. The Contractor shall complete the work required by the Contract Documents within 300 calendar days, unless the period for completion is extended otherwise by the Contract Documents. The Contractor agrees to pay, as liquidated damages, the sum of Five-Hundred Dollars (\$ 500.00) for each calendar day that he/she shall be in default in attaining Completion of Work within the time stipulated.

Special Damages- In addition to the amounts provided for liquidated damages, expenses and other losses, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

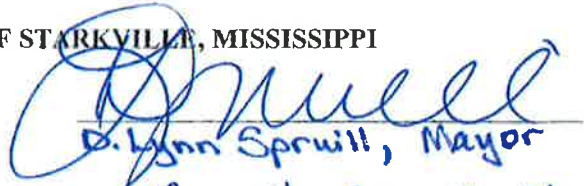
3. The term "CONTRACT DOCUMENTS" means and includes Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The Contractor agrees to furnish all equipment and labor in place and to faithfully complete all necessary work required by the CITY OF STARKVILLE, in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the Owner, or his authorized representatives, and in accordance with the Laws of the State of Mississippi, for which the Owner hereby agrees to pay and the Contractor agrees to accept the unit pricing shown in the proposal complete in place, recorded by the Owner or his representative therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, as needed by the Owner for full compensation for furnishing all equipment and labor, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damages, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work; including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of One Million eight hundred nine thousand three hundred ninety- seven and 14/100 dollars (\$ 1,809,397.14).
 7. Attached hereto and made a part of this Contract is a Payment Bond executed by a Surety Company doing business in the State of Mississippi, in the sum of One Million eight hundred nine thousand three hundred ninety- seven and 14/100 dollars (\$ 1,809,397.14).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner shall pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in five (5) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF STARKVILLE, MISSISSIPPI

BY:


D. Lynn Spruill, Mayor

ATTEST:

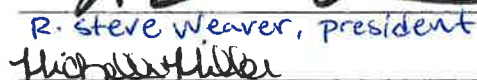

Bessie Hardin, City Clerk



Contractor


Southern Electric Corporation of Mississippi

BY:


R. Steve Weaver, president



CORPORATE CERTIFICATE

I, Joann Sprayberry certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that R. Steve Wever, who signed said Contract on behalf of the Contractor was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Joann Sprayberry
Secretary



GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The full name and address of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts, or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names shall appear in the body of the Bond with the recital that they are partners, composing a firm, naming it; and all the members of the firm shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal of surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as shall show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Southern Electric Corporation of Mississippi, Inc.

(Name of Contractor)

4374-A Mangum Drive, Flowood, MS 39232

(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

RLI Insurance Company

(Name of Surety)

9025 N Lindbergh Drive, Peoria, IL 61615

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF STARKVILLE, MISSISSIPPI

(Name of Owner)

110 WEST MAIN STREET, STARKVILLE, MS 39759

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million Eight Hundred Nine Thousand Three Hundred Ninety Seven and 14/100***, (\$1,809,397.14***) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated 15th day of September, 2020 a copy of which is hereto attached and made a part hereof for:

CORNERSTONE SPORTS PARK

CITY OF STARKVILLE

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same any lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or

other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the 28th day of September, 2020.

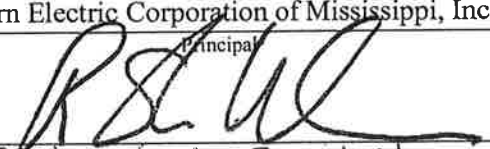
ATTEST:



Principal Secretary


Witness as to Principal
4374-A Mangum Drive, Flowood, MS 39232
(Address)

Southern Electric Corporation of Mississippi, Inc.

Principal
BY 

R. Steve Weaver, President
4374-A Mangum Drive, Flowood, MS 39232
(Address)

ATTEST:



Witness as to Surety
1621 S University Blvd, Suite B3, Mobile, AL 36609
(Address)

RLI Insurance Company

Surety
BY 

Attorney-in-Fact B. Doyle Campbell
9025 N Lindbergh Drive, Peoria, IL 61615
(Address)

NOTE:

Date of BOND must not be prior to date of CONTRACT
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

On this 27th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this day of , .

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

Southern Electric Corporation of Mississippi, Inc.

(Name of Contractor)

4374-A Mangum Drive, Flowood, MS 39232

(Address of Contractor)

a _____ Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

RLI Insurance Company

(Name of Surety)

9025 N Lindbergh Drive, Peoria, IL 61615

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF STARKVILLE, MISSISSIPPI

(Name of Owner)

110 WEST MAIN STREET, STARKVILLE, MS 39759

(Address of Owner)

hereinafter called OWNER in the penal sum of One Million Eight Hundred Nine Thousand Three Hundred Ninety Seven and 14/100***, (\$1,809,397.14****) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated 15th day of September, 2020, a copy of which is hereto attached and made a part hereof for:

CORNERSTONE SPORTS PARK

CITY OF STARKVILLE

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract of to the WORK of to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this the 23rd day of September, 2020.

ATTEST:

Joanna Spagnoli
Principal Secretary

Witness as to Principal
4374-A Mangum Drive, Flowood, MS 39232
(Address)

Southern Electric Corporation of Mississippi, Inc.

BY *R. Steve Weaver* Principal
R. Steve Weaver, President
4374-A Mangum Drive, Flowood, MS 39232
(Address)

ATTEST:

Amal Baskin
Witness as to Surety
1621 S University Blvd, Suite B3, Mobile, AL 36609
(Address)

RLI Insurance Company

BY *B. Doyle Campbell* Surety
Attorney-in-Fact B. Doyle Campbell
9025 N Lindbergh Drive, Peoria, IL 61615
(Address)

NOTE:

Date of BOND must not be prior to date of CONTRACT
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 27th day of July, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover

Catherine D. Glover

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

CERTIFICATE OF SUFFICIENCY

I, Chris Latimer, Attorney for CITY OF STARKVILLE, MISSISSIPPI, do hereby certify that I have examined this agreement, the bonds and evidence of insurance offered by the Contractor and find them to be properly executed, adequate and sufficient.

By: 
(Attorney)

Date: 10-6-20

ATTEST 
(Name)

10-6-2020
(Date)

NOTICE OF AWARD

September 15, 2020

Southern Electric Corporation of MS
Mr. Chris Juarez
4374 – A Mangum Drive
PO Box 320398
Flowood, MS 39232

RE: Cornerstone Sports Complex Lighting & Camera Project

Dear Chris Juarez:

The City of Starkville has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal in the amount One Million Eight-Hundred nine thousand three-hundred ninety-seven Dollars and 14 Cents (\$1,809,397.14).

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from date of delivery of this Notice to you. We have enclosed one copy of the necessary contract forms and bond forms. Please return five original signed sets of these documents to the office of Lesa Hardin, Starkville City Hall, 110 West Main Street, Starkville, MS 39759.

If you fail to execute said Contract and to furnish said Bonds within ten days from the date of delivery of this Notice, the Owner shall be entitled to consider all rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner shall be entitled to such other rights as may be granted by Law.

You are requested to return an acknowledged copy of this Notice of Award directly to Lesa Hardin, Starkville City Hall, 110 West Main Street, Starkville, MS 39759. One complete executed copy of the Contract shall be returned for your use.

Sincerely,

Lynn Spruill
Mayor City of Starkville

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Southern Electric Corporation of Mississippi this the
day of

September 23,
2020.

BY:



R. Steve Weaver

TITLE:

President



STARKVILLE PARKS AND RECREATION DEPARTMENT LONG TERM FIELD USE AGREEMENT

This is an agreement by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation hereinafter referred to as the "City", by and through its authorized representative, and STARKVILLE ACADEMY, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from August 2020 to March 2021 with Starkville Academy Girls and Boys' Soccer Teams. The City will permit the User to use one multi-use field located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, hereinafter referred to as the "Field" for the purposes of practices and games for the Starkville Academy Girls and Boys' Soccer team. The City shall have the option to terminate this Agreement at any time with or without cause with board approval.

1.2 The schedule of field dates and times are subject to change at the discretion of the City. The City will attempt to provide the User a 24 hours' notice if changes occur. Based on review of the 2020 Girls Soccer Team Schedule consisting of 3-5 practices per week through October 10th, 2020 and 7 home games scheduled for August 27th 2020, August 31st 2020, September 3rd 2020, September 8th 2020, September 10th 2020, September 24th 2020, and September 29th 2020, both parties have reviewed and approved the requested Field dates. The User will provide the City a 2020-2021 Boys' Soccer Team Schedule, to review, at least twenty (20) days before the season begins.

1.3 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

1.4 The User shall pay the City the amount of Four-thousand, one-hundred and no/100 Dollars (\$4,100.00) for the terms identified within this agreement.

1.5 The User shall pay the City the full payment by September 30th, 2020. Payment may be made by credit card or check in person at the Sportsplex, or by mailing a check to 405 Lynn Lane, Starkville, MS 39759.

1.6 The User agrees that it will be solely responsible for the following items:

- a) Locking doors to the storage rooms and restrooms after use.
- b) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.
- c) Ensuring all team head coaches and assistant coaches have background checks conducted within 30 days prior to the start of the season. A copy of all background checks should be provided to the City no later than September 25, 2020, and will only be valid for this agreement.
- d) The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Field during the term of this Agreement when the field is being used by the User. This applies, but is not limited, to any and all persons

associated with the User who use the field or who attend the User's events at the field during the term of the agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the field and for any and all related damages as set forth herein.

e) To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Field and provide the City contact information for the individual assigned, no later than the week prior to the first practice.

f) The User is prohibited from transferring use or renting out any City facility for profit. The City maintains the right to rent out all City facilities when not in use by the User.

g) A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City by September 25, 2020.

h) The User hereby agrees to refrain from any activity in relation to use of the Field that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

1.7 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

a) All fields will be marked and goals will be set by noon on the day of all home games.

b) Cleaning and stocking restrooms.

c) Determining whether the Field will be open or closed for the User's use because of inclement weather, damage to the Field, and other unforeseen acts. The City will communicate with the User by 3:00 p.m. on day of game or practice on field condition.

2. INSURANCE REQUIREMENTS

2.1 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Field & the activities associated with the use of the Field by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than \$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. **This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance & shall not contribute to it.

3. USE OF FACILITY KEYS

3.1 The City will issue one GMK key to the designated on-site supervisor to use for the entire season. This key will be signed out by the City Administrative Assistant no later than the day of the first practice. This key opens the storage room where lights are located, and the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Field. Upon failure to return the key, the User will pay a \$500 fine to the City.

4. INDEMNIFICATION

4.1 The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

5. RELEASE

5.1 The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

6. MISCELLANEOUS TERMS

6.1 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

6.2 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

6.3 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

6.4 Both parties must agree on any amendment made to the contract. The user has the right to cancel the contract at any time, but will not be refunded. Any requested refund must be presented by the User, to the Mayor and Board of Alderman for approval.

6.5 Any amendment to this contract must be done in writing and agreed upon by the parties.

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

ATTACHMENTS TO INCLUDE:

1. User's Certificate of Insurance
2. Background Check Report for Head Coach and Assistant Coach

STARKVILLE ACADEMY

505 Academy Road

Starkville, MS 39759

Printed Name: _____ Date: _____

Signature: _____ Title: _____

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: _____ Date: _____

Signature: _____ Title: _____

22. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO APPROVE AMENDMENT NO.1 TO VOLKERT TASK ORDER NO. 3-2018 FOR THE CONSTRUCTION PHASE SERVICES OF THE WASTEWATER TREATMENT PLANT (WWTP) BIOSOLIDS IMPROVEMENTS NOT TO EXCEED \$75,000.00 DUE TO THE NEED TO INCREASE THE CONSTRUCTION PERIOD.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to approve Amendment No.1 to Task order No. 3-2018 for the construction phase services of the WWTP Biosolids Improvements not to exceed \$75,000.00 due to the need to increase the construction period” is enumerated, this consent item is thereby approved. Amendment follows this page.

24. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE PLEASANT ACRES SUMMARY CHANGE ORDER FOR THE PLEASANT ACRES INFRASTRUCTURE REHABILITATION PROJECT WITH THE NET INCREASE OF \$85,760.16.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the Pleasant Acres summary change order for the Pleasant Acres infrastructure rehabilitation project with the net increase of \$85,760.16” is enumerated, this consent item is thereby approved. Change order follows Amendment to Task Order.

25. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM WM. W. MEYER AND SONS, INC. TO PURCHASE A TUTHILL PD PLUS BLOWER FOR THE WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$8,651.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 15, 2020 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Wm. W. Meyer and Sons, Inc. to purchase a Tuthill PD Plus Blower for the Wastewater Treatment Plant in the amount of \$8,651.00” is enumerated, this consent item is thereby approved.

2 Quotes Received:	Meyer & Sons, Inc.	\$ 8,651.00
	Lamb’s Machine Works	\$10,014.00

**STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI
TASK ORDER NO. 03-2018
AMENDMENT NO. 1**

**ERNEST E. JONES WASTEWATER TREATMENT FACILITY
BIOSOLIDS IMPROVEMENTS**

This Task Order Amendment is to be performed in accordance with the provisions of the Agreement for Professional Services entered into the 3rd day of October, 2017, by and between Starkville Utilities, City of Starkville, Mississippi, hereafter referred to as the OWNER, and Volkert, Inc., hereafter referred to as the Consultant and Task Order No. 03-20188.

WHEREAS, each of said parties represents that it continues to have authority to execute this Task Order Amendment and that all certifications previously made in said agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement and Task Order under the additional terms and conditions as are herein stated:

1. Phase 2 – Construction Phase Services – Fee

Due to the extended duration of the construction contract, both parties agree to extend the Consultant provided construction phase services for the additional contract time to December 31, 2020 for an increase of \$75,000 in the approved construction phase services fee. Additional construction phase services beyond December 31, 2020 may be provided for additional fee.

Original approved fee for Construction Administration and Resident Project Representative (Part Time): \$198,000

Revised approved fee for Construction Administration and Resident Project Representative (Part Time): **\$273,000**

So, executed and agreed this _____ day of _____, 2020.

ATTEST:

STARKVILLE UTILITIES

CITY OF STARKVILLE, MISSISSIPPI

Name/Title

General Manager

ATTEST:

VOLKERT, INC.

ShaShunda Williams

Name/Title *ShaShunda Williams*
Administrative Assistant

Mark C. McConnell

Mark McConnell
Vice President

CHANGE ORDER

(Instructions on reverse side)

No. 1 Final

PROJECT: City of Starkville – Pleasant Acres Subdivision Water/Sewer Replacement

DATE OF ISSUANCE: 8/31/20 EFFECTIVE DATE: 9/15/20

OWNER: City of Starkville, Mississippi

OWNER's Contract No. _____

CONTRACTOR: 4D Construction, Inc. ENGINEER: Clearwater Consultants, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Adjust contract quantities to final amounts used in completion of work;
Additional work required during construction; Additional contract time for weather

Reason for Change Order: Adjust contract quantities to match actual quantities used; Add additional work completed to Contract; Additional contract time for wet weather

Attachments : Final Summary of Work Completed; Summary of Additions to Contract (Attachment "A")

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>980,188</u>	Original Contract Times Substantial Completion <u>May 17, 2019</u> Ready for final payment <u>June 16, 2019</u> Days or dates
Net changes from previous Change Order No: <u>-</u> to No: <u>-</u> \$ <u>0.00</u>	Net change from previous Change Orders No: <u>-</u> to No: <u>-</u> <u>N/A</u>
Contract Price prior to this Change Order \$ <u>980,188</u>	Contract times prior to this change order Substantial Completion <u>May 17, 2019</u> Ready for final payment: <u>June 16, 2019</u> days or dates
Net Increase of this Change Order \$ <u>+85,760.15</u>	Net Increase of this Change Order <u>446 / 472</u> Days
Contract Price with all approved Change Orders \$ <u>1,065,948.15</u>	Contract Times with all approved Change Orders Substantial Completion: <u>August 5, 2020</u> Ready for final payment: <u>September 30, 2020</u> days or dates

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 09/08/20

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9/8/2020

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

ATTACHMENT "A"
City of Starkville, Mississippi
Pleasant Acres Subdivision
Water / Sewer Replacement
Final and Summary Change Order
Adjustment of Final Contract Quantities

Bid Item Number	Bid Item Description	Units	Original Contract Quantity	Final Contract Quantity	Unit Price	Original Contract Price	Final Contract Price	Increase (+) or Decrease (-) in Contract Price
Section 1 Gravity Sewer Items								
1	Stone Bedding	tons	25	0	\$70.00	\$1,750.00	\$0.00	-\$1,750.00
2	Select Borrow Material	cy	1200	510	\$20.00	\$24,000.00	\$10,200.00	-\$13,800.00
3	Clay Gravel	cy	25	0	\$20.00	\$500.00	\$0.00	-\$500.00
4	610 Crushed Stone	tons	573	1801.07	\$68.00	\$38,964.00	\$122,472.76	\$83,508.76
5	Washed Gravel	cy	25	0	\$30.00	\$750.00	\$0.00	-\$750.00
6	Stone Rip Rap	tons	30	0	\$105.00	\$3,150.00	\$0.00	-\$3,150.00
7	Silt Fence	lf	1000	885	\$2.95	\$2,950.00	\$2,610.75	-\$339.25
8	Hay Bales	each	100	25	\$8.00	\$800.00	\$200.00	-\$600.00
9	Erosion Control Blanket	sy	1000	0	\$5.00	\$5,000.00	\$0.00	-\$5,000.00
10	48" Diameter Sanitary Sewer Manhole (0'-6' cut)	each	22	12	\$1,500.00	\$33,000.00	\$18,000.00	-\$15,000.00
11	48" Diameter Sanitary Sewer Manhole (6'-8' cut)	each	11	22	\$1,800.00	\$19,800.00	\$39,600.00	\$19,800.00
12	48" Diameter Sanitary Sewer Manhole (8'-10' cut)	each	5	7	\$2,400.00	\$12,000.00	\$16,800.00	\$4,800.00
13	8" Diameter Sanitary Sewer Cleanout (0'-8' Depth)	each	4	4	\$1,050.00	\$4,200.00	\$4,200.00	\$0.00
14	8" PVC Gravity Sewer (0'-6' cut)	lf	4170	3456.8	\$27.00	\$112,590.00	\$93,333.60	-\$19,256.40
15	8" PVC Gravity Sewer (6'-8' cut)	lf	1200	1930.6	\$30.00	\$36,000.00	\$57,918.00	\$21,918.00
16	8" PVC Gravity Sewer (8'-10' cut)	lf	350	289.2	\$36.00	\$12,600.00	\$10,411.20	-\$2,188.80
17	10" PVC Gravity Sewer (0'-6' cut)	lf	810	432	\$30.00	\$24,300.00	\$12,960.00	-\$11,340.00
18	12" PVC Gravity Sewer (6'-8' cut)	lf	675	383.15	\$36.00	\$24,300.00	\$13,793.40	-\$10,506.60
19	12" PVC Gravity Sewer (8'-10' cut)	lf	650	669.77	\$42.00	\$27,300.00	\$28,130.34	\$830.34
20	16" PVC Encasement Open Cut	lf	150	0	\$100.00	\$15,000.00	\$0.00	-\$15,000.00
21	18" PVC Encasement Open Cut	lf	50	0	\$115.00	\$5,750.00	\$0.00	-\$5,750.00
22	20" PVC Encasement Open Cut	lf	50	0	\$140.00	\$7,000.00	\$0.00	-\$7,000.00
23	4" PVC Service Lines	lf	2450	1822	\$15.00	\$36,750.00	\$27,330.00	-\$9,420.00
24	Gravity Sewer Service Connections at Sewer Main (4")	each	98	95	\$250.00	\$24,500.00	\$23,750.00	-\$750.00
25	Asphalt Surface Repairs	sf	1040	0	\$15.00	\$15,600.00	\$0.00	-\$15,600.00
26	Concrete Surface Repairs	sf	3250	7849.7	\$14.00	\$45,500.00	\$109,895.80	\$64,395.80
27	12" Open Trench Crossing	lf	50	73	\$95.00	\$4,750.00	\$6,935.00	\$2,185.00
28	10" Open Trench Crossing	lf	50	36	\$85.00	\$4,250.00	\$3,060.00	-\$1,190.00
29	8" Open Trench Crossing	lf	110	148	\$85.00	\$9,350.00	\$12,580.00	\$3,230.00
30	8" Drop Manhole Piping and Connection (8'-10' cut)	each	1	0	\$2,500.00	\$2,500.00	\$0.00	-\$2,500.00
31	Closure of Existing Manholes	each	0	0	\$850.00	\$0.00	\$0.00	\$0.00
Gravity Sewer Subtotals						\$554,904.00	\$614,180.85	\$59,276.85

ATTACHMENT "A"
City of Starkville, Mississippi
Pleasant Acres Subdivision
Water / Sewer Replacement
Final and Summary Change Order
Adjustment of Final Contract Quantities

Bid Item Number	Bid Item Description	Units	Original Contract Quantity	Final Contract Quantity	Unit Price	Original Contract Price	Final Contract Price	Increase (+) or Decrease (-) in Contract Price
Section 2 Potable Water Distribution System								
32	Stone Bedding	tons	0	0	\$70.00	\$0.00	\$0.00	\$0.00
33	Select Borrow Material	cy	800	0	\$20.00	\$16,000.00	\$0.00	-\$16,000.00
34	Clay Gravel	cy	0	0	\$20.00	\$0.00	\$0.00	\$0.00
35	610 Crushed Stone	tons	260	318.41	\$68.00	\$17,680.00	\$21,651.88	\$3,971.88
36	Washed Gravel	tons	0	0	\$30.00	\$0.00	\$0.00	\$0.00
37	Stone Rip Rap	tons	0	0	\$105.00	\$0.00	\$0.00	\$0.00
38	Silt Fence	lf	1000	670	\$2.95	\$2,950.00	\$1,976.50	-\$973.50
39	Hay Bales	each	100	8	\$8.00	\$800.00	\$64.00	-\$736.00
40	Erosion Control Blanket	sf	1000	0	\$5.00	\$5,000.00	\$0.00	-\$5,000.00
41	C900 DR21 - 6" PVC Water Main	lf	7010	7112	\$18.00	\$126,180.00	\$128,016.00	\$1,836.00
42	DR 21- 2 Inch Diameter PVC Water Main	lf	380	675	\$15.00	\$5,700.00	\$10,125.00	\$4,425.00
43	6" Diameter Water Main Open Cut Street Crossing	lf	250	114	\$50.00	\$12,500.00	\$5,700.00	-\$6,800.00
44	Road Bore and 1 1/2" PVC Casing	lf	1510	1108	\$24.00	\$36,240.00	\$26,592.00	-\$9,648.00
45	12" PVC Encasement (Open Cut)	lf	250	389	\$75.00	\$18,750.00	\$29,175.00	\$10,425.00
46	3/4" HDPE Sewer Service Lines	lf	4410	4458	\$6.00	\$26,460.00	\$26,748.00	\$288.00
47	Potable Water Service Taps at Water Main (3/4")	each	98	110	\$175.00	\$17,150.00	\$19,250.00	\$2,100.00
48	Asphalt Road Surface Repairs	sf	900	0	\$15.00	\$13,500.00	\$0.00	-\$13,500.00
49	Concrete Surface Repairs	sf	3600	3600	\$13.34	\$48,024.00	\$48,024.00	\$0.00
50	2" x 6" Blow Off Assembly	each	2	3	\$750.00	\$1,500.00	\$2,250.00	\$750.00
51	2" Gate Valves and Boxes	each	3	4	\$600.00	\$1,800.00	\$2,400.00	\$600.00
52	6" Gate Valves and Boxes	each	23	13	\$850.00	\$19,550.00	\$11,050.00	-\$8,500.00
53	8" X 6" tap	each	1	1	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00
54	6" X 6" tap	each	1	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
55	New 6" Fire Hydrant Installation	each	8	8	\$1,500.00	\$12,000.00	\$12,000.00	\$0.00
56	Removal, Cleaning and Storage of Existing Fire Hydrants	each	0	0	\$750.00	\$0.00	\$0.00	\$0.00
57	6" - 90 Degree Bend	each	1	2	\$500.00	\$500.00	\$1,000.00	\$500.00
58	6" - 45 Degree Bend	each	1	10	\$500.00	\$500.00	\$5,000.00	\$4,500.00
59	6" - 11 1/4 Degree Bend	each	1	2	\$500.00	\$500.00	\$1,000.00	\$500.00
60	6" - 22 1/2 Degree Bend	each	1	6	\$500.00	\$500.00	\$3,000.00	\$2,500.00
61	6" MJ Wye	each	1	2	\$600.00	\$600.00	\$1,200.00	\$600.00
62	6" MJ Tee	each	1	10	\$600.00	\$600.00	\$6,000.00	\$5,400.00
63	2" - 90 Degree Bend	each	1	0	\$200.00	\$200.00	\$0.00	-\$200.00
64	2" - 45 Degree Bend	each	1	0	\$200.00	\$200.00	\$0.00	-\$200.00
65	2" - Tee	each	1	0	\$200.00	\$200.00	\$0.00	-\$200.00
66	Permanent Erosion Control	acre	5	5	\$3,400.00	\$17,000.00	\$17,000.00	\$0.00
67	Implementation of Stormwater Pollution Prevention Plan	ls	1	1	\$16,500.00	\$16,500.00	\$16,500.00	\$0.00
			Water Distribution Subtotals			\$425,284.00	\$401,922.38	-\$23,361.62

ATTACHMENT "A"
City of Starkville, Mississippi
Pleasant Acres Subdivision
Water / Sewer Replacement
Final and Summary Change Order
Adjustment of Final Contract Quantities

Item Number	Item Description	Units	Original Contract Quantity	Final Contract Quantity	Unit Price	Original Contract Price	Final Contract Price	Increase (+) or Decrease (-) in Contract Price
Change Order Number 1								
1	Add 48" Sanitary Sewer Manhole (10'-12' Depth)	each	0	1	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
2	Add 8" PVC Sanitary Sewer (10'-12' cut)	lf	0	30	\$40.00	\$0.00	\$1,200.00	\$1,200.00
3	Add 10" PVC Gravity Sewer (6'-8' cut)	lf	0	193	\$35.00	\$0.00	\$6,755.00	\$6,755.00
4	Add 12" PVC Gravity Sewer (0'-6' cut)	lf	0	247.64	\$34.00	\$0.00	\$8,419.76	\$8,419.76
5	Add 12" PVC Gravity Sewer (10'-12' cut)	lf	0	30.92	\$48.00	\$0.00	\$1,484.16	\$1,484.16
6	Add Installation of Sod at Removed Fire Hydrants	ls	0	1	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
6	Raise manhole	ls	0	1	\$500.00	\$0.00	\$500.00	\$500.00
7	4" Cleanout	each	0	4	\$650.00	\$0.00	\$2,600.00	\$2,600.00
8	6" PVC Sewer	lf	0	65	\$16.00	\$0.00	\$1,040.00	\$1,040.00
9	Connect Existing 2" water line to 6" water Line	each	0	1	\$1,200.00	\$0.00	\$1,200.00	\$1,200.00
10	6 Inch Sewer Tap	each	0	1	\$1,400.00	\$0.00	\$1,400.00	\$1,400.00
11	6 Inch Cleanout	each	0	1	\$700.00	\$0.00	\$700.00	\$700.00
12	Closure of Existing Manholes	each	0	7	\$850.00	\$0.00	\$5,950.00	\$5,950.00
13	Removal, Cleaning and Storage of Existing Fire Hydrants	each	0	8	\$750.00	\$0.00	\$6,000.00	\$6,000.00
73	12" Steel Encasement Open Cut	lf	0	31	\$120.00	\$0.00	\$3,720.00	\$3,720.00
49	Concrete Surface repairs (differential costs)	sf	0	3600	\$0.66	\$0.00	\$2,376.00	\$2,376.00
Change Order 1 Subtotal						\$0.00	\$49,844.92	\$49,844.92

Project Totals		\$980,188.00	\$1,065,948.15	\$85,760.15
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Summary Of Project Costs	
Original Contract	\$980,188.00
Previous Change Orders	0.00
Previous Contract Price	\$980,188.00
Net Increase This Change Order	\$85,760.15
Final Contract Amount	\$1,065,948.15

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill encouraged everyone to complete their census. Census numbers determine funding for schools and roads as well as determining the number of Representatives each state will have.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with the stress people are dealing with due to Covid and encouraged everyone to help their neighbors.

Everett Kinard, East Gillespie Street, asked that the Board and Police look into means of reducing the traffic on this street as well as stricter enforcement of the noise and speed laws in the area.

PUBLIC APPEARANCE:

FISCAL YEAR 9/30/19 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC, ACCEPTANCE OF AUDIT AND CONSIDERATION OF AGREEMENT OF FISCAL YEAR 9/30/20 AUDIT SERVICES.

Randy Scrivner of Watkins, Ward and Stafford, PLLC presented an overview of the 9/30/19 audit. He stated that the City is strong and stable. The fund balance at 9/30/19 was approximately 15%. A strong fund balance is necessary for a city to be prepared for a disaster or any downturn in economy. This is the fourth straight year with no findings or deficiencies. A clean opinion audit helps with grant points as well as bond and loan interest rates. He discussed the effects of the Covid Pandemic on the timeliness of the audit. The full written document will be delivered as soon as possible.

26. CONSIDERATION OF ACCEPTING THE FISCAL YEAR 2019 AUDIT.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to accept the Fiscal Year 2019 audit. 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.

27. CONSIDERATION OF AN AGREEMENT WITH WATKINS, WARD AND STAFFORD, PLLC FOR FISCAL YEAR 2020 AUDIT SERVICES.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to enter into an agreement with Watkins, Ward and Stafford, PLLC for Fiscal Year 2020 audit services. 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. Agreement follows minutes.

PUBLIC HEARINGS: None

28. REQUEST APPROVAL OF LW 20-01 REQUEST FOR LANDSCAPE WAIVER APPROVAL FROM TREE PROTECTION AND PERIMETER PARKING LOT LANDSCAPE REQUIREMENTS AT 600 HIGHWAY 12 WEST IN A C ZONING DISTRICT WITH PARCEL NUMBER 102F-00-053.00.

The applicant Zach Foster, of Neel-Schaffer, Inc. on behalf of Castle Properties, is requesting 3 landscape waivers for a proposed shopping center development located at 600 Highway 12 West in a C zoning district. The applicant is designing a proposed shopping center located at the current site of Garan Inc. The applicant submitted a site plan for review by the Development Review Committee (DRC). The project was reviewed by the DRC at the July 16, 2020 meeting. Issues with the landscaping and tree protection requirements were discussed. The applicant chose to apply for a waiver from the requirements instead of a redesign of the site plan. The applicant is requesting 3 landscape waivers from 2 sections of the Unified Development Code:

Waiver requests:

1. Tree Protection in Building Setback- Section 16.7.4.
2. Canopy Trees in Perimeter Island along southern property line- Section 14.6.2.
3. Continuous Row of Shrubs planted along entire length of the perimeter island- Section 14.6.2.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve LW 20-01: Landscape Waiver approval from tree protection and perimeter parking lot landscape requirements at 600 Highway 12 West in a C zoning district with the condition that an attractive privacy fence shall be installed with greenery in the form of shrubs or vines be planted on the north side of the fence to break up the aesthetics of the retaining wall.

The Board voted as follows:

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

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

Alderman Walker, duly seconded by Alderman Sistrunk, then offered a motion to approve LW 20-01: Landscape Waiver request for items 2 and 3 with the following two conditions:

1. An attractive privacy fence shall be installed with greenery in the form of shrubs or vines be planted on the north side of the fence to break up the aesthetics of the retaining wall
2. Trees located within the building setback for the northern property lines shall be saved in accordance with section 16.7.

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.

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 8, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 644,794.58
Restricted Fire Fund	003	41,733.93
Airport Fund	015	3,468.65
Sanitation	022	32,285.26
Industrial Park Bond	303	2,441.62
BUILD Grant	377	70,421.25
Park Bonds 2020	380	663,759.32
Sub Total Before Utilities		\$ 1,458,904.61
Utilities Dept.	SED	1,994,437.33
Total Claims	Total	\$ 3,453,341.94

30. CONSIDERATION 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 Vaughn, 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, Mayor Spruill declared the motion passed.

31. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of a personnel matter related to a grievance hearing regarding the job performance of an employee in the Parks Department and a personnel matter related to an informal hearing related to the job performance of an employee in the Sanitation and Environmental Services Department. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive 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 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 a personnel matter related to a grievance hearing regarding the job performance of an employee in the Parks Department and a personnel matter related to an informal hearing related to the job performance of an employee in the Sanitation and Environmental Services Department. At this time, the Board entered Executive Session.

32. MOTION TO RETURN TO OPEN SESSION.

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

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

33. MOTION TO DENY GRIEVANCE OF A PARK EMPLOYEE.

Alderman Little offered a motion to deny the grievance of park employee Timothy Neal. Alderman Carver seconded the motion and the Board voted as follows:

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

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

34. CONSIDERATION OF ELIMINATING A POSITION (SECRETARY) AND RESTRUCTURING OF THE SANITATION/ ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Sistrunk offered a motion to eliminate a position (secretary) and restructure the Sanitation / Environmental Services Department upon the recommendation of Department Head Calvin Ware. Alderman Little seconded the motion and the Board voted as follows:

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

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

35. MOTION TO ADJOURN UNTIL OCTOBER 6, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until October 6, 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.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
Fax (662) 323-9075

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Stagers, CPA
Michael W. McCully, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA

Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Michael C. Knox, CPA
Clifford P. Stewart, CPA
Edward A. Maxwell, CPA

September 10, 2020

To the Honorable Mayor and Board of Aldermen
City of Starkville
Starkville, Mississippi 39759

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis.

Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Starkville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

Combining Balance Sheet by Activity – General Fund.

Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Activity – General Fund.

- 3) Balance Sheet – Non-major Governmental Funds.
- 4) Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds.
- 5) Statement of Net Position – Non-major Enterprise Funds.
- 6) Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds.
- 7) Statement of Cash Flows – Non-major Enterprise Funds.
- 8) Schedule of Surety Bonds for Municipal Officials.
- 9) Schedule of Bonded Indebtedness.
- 10) Schedule of Long-Term Notes.
- 11) Schedule of Surety Bonds.
- 12) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and board of aldermen of the City of Starkville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is

necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Starkville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Starkville's major programs. The purpose of these procedures will be to express an opinion on the City of Starkville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of

expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the mayor and board of aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Watkins, Ward and Stafford, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Watkins, Ward and Stafford, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We plan to adhere to the following time frame as it relates to the audit:

November 2020 Preliminary planning field work (4 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

December 2020 Audit field work including Starkville Water Department (4 auditors)

April 2021 Presentation of governmental funds in draft format to the Board

May 2021 Meeting with the Board of Alderman to present final audit report

Any modifications to this time frame must be agreed to in writing. WWS will communicate via email to the City Clerk, Mayor, and Chair of the Audit/Budget Committee, the status of the audit including pending information requests, issues, and any other matters deemed important.

The audit will be performed within the time frame as stipulated above. If the data as requested by us is provided in full and the audit commences upon completion of such provision, we will agree to a penalty of 10% of the contract price for every thirty days that the delivery date of the audit report extends beyond May 31, 2021.

J. Randy Scrivner, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

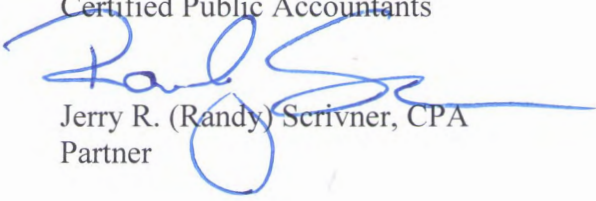
Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$35,500 (City \$29,500, Starkville Water Department \$6,000). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account is not paid within the time required by Miss. Code Section 31-7-301, et sequential, and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. No additional fees will be billed unless agreed to in writing.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants



Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Starkville.

Governance signature: _____

Title: Mayor

Date: _____

Management signature: _____

Title: City Clerk

Date: _____



Report on the Firm's System of Quality Control

October 20, 2017

To The Partners of Watkins, Ward and Stafford, PLLC and the National Peer Review Committee of the Mississippi Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Watkins, Ward and Stafford, PLLC (the firm) in effect for the year ended April 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Watkins, Ward and Stafford, PLLC in effect for the year ended April 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Watkins, Ward and Stafford, PLLC has received a peer review rating of *pass*.

Henderson Hutcherson
& McCullough, PLLC

1200 Market Street, Chattanooga, TN 37402 | T 423.756.7771 | F 423.265.8125

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 2, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 2, 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 Deputy Clerk Jameika Smith. Alderman Ben Carver was present telephonically.

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.

City Engineer Edward Kemp presented the remaining street priority projects and led the discussion of a street overlay policy. The Mayor and members of the Board discussed projected costs for implementing the new street maintenance policy.

The Mayor and members of the Board discussed items on the upcoming October 6, 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:

JAMEIKA SMITH, DEPUTY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

October 2, 2020

10:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY CITY ENGINEER, EDWARD KEMP, ON THE REMAINING STREET PRIORITY PROJECTS AND DISCUSSION OF A STREET OVERLAY POLICY.**
- C. DISCUSSION OF POTENTIAL PROJECTS TO ASK THE LEGISLATURE TO FUND THROUGH ANNUAL BOND FUNDING PROGRAMS**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 6, 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, OCTOBER 2, 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
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: PH
AGENDA DATE: 10-20-20
PAGE 1 of 21**

SUBJECT: Second Public Hearing and Consideration of 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

FOR MORE INFORMATION CONTACT: City Attorney Chris Latimer

**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”). A map of the proposed System is attached as Exhibit “B.” 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 revised Exhibits “A” and “B.”

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, unless canceled pursuant to this section or Section 16 herein. The automatic renewal will cease, or not occur, 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. Franchisee shall lay the fiber optic cable underground unless otherwise directed and approved by the City Engineer and upon concurrence by the Mayor. 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 within 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



UTILITY EXCAVATION PERMIT APPLICATION

City of Starkville Building Department

City Hall, **110 West Main** Street

Starkville, Mississippi 39759

Phone: (662) 323-**2525**

e-mail: buildingdept@cityofstarkville.org

Applicant's Name Nick Langley Cell Number 217-419-9999
Organization Name Campus Communications Group Phone Number 217-353-3023
Address 601 N Country Fair Dr. City, State ZIP Champaign, IL, 61820
On-Site Contact Nick Langley Cell Number 217-419-9999

Exact Location of Excavation Directional Boring For Underground Fiber Optics. SEE ATTACHED MAPS.

Date and Times of Excavation (From) 10/31/20 (To) 03/31/21
(DATE) (TIME) (DATE) (TIME)

Reason for Excavation: ☒ New Construction ☐ Maintenance/Repair ☐ Other _____

Will excavation require Police or Fire presence? ☐ Yes ☒ No If yes, who? _____

Will excavation require City Utility presence? ☐ Yes ☒ No If yes, who? _____

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on _____ Traffic Control Plan Reviewed by: _____
By _____, City Engineer
Water/Sewer Department on _____ Electric Department on _____
By _____ By _____

I understand that in consideration for the issuance of the requested excavation permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I understand that I am responsible to install and maintain appropriate erosion control measures for the duration of the excavation. I understand that I am responsible for restoring the project site to a condition reasonably similar to that prior to the project initiation. I assume responsibility for any damage to public property and street right-of-ways caused during the course of the permitted project and as determined per City inspection. I agree to furnish a bond in favor of the City of Starkville equal to the amount of 1½ times the construction costs to cover any repairs to public facilities, which bond may be waived by the governing body upon determination of the financial condition of the applicant. I agree that I will maintain my project in a reasonable condition and that it will pose no additional risks for vehicles, pedestrians and City personnel. By way of granting a permit for excavation, the City of Starkville shall not assume any liability for any damages caused as a result of the applicant's permitted project and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City therefrom. The applicant/owner agrees that if the City requires the utilities installed by the applicant/owner within City right-of-way to be moved due to transportation, utility or other City-related improvements, the applicant/owner shall relocate those utilities within 60 days in accordance with all applicable laws and at no cost to the City when appropriate.

All excavation permits expire 30 days from the date of issuance or activation (City's activation notice must be received 48 hours prior to commencement of the project) and all work must be completed within this period or may receive a 30 day extension upon written request.

CALL MISSISSIPPI ONE-CALL 48 HOURS BEFORE YOU DIG: 1-800-227-6477 or 811

Submitted By Nick Langley Date 10/15/20

☐ Traffic Control Plan Attached ☒ Utility Layout Attached ☐ Bond Included

Permit Approved By _____ Date _____



Section 1

Starkville, MS

N

E

S

W

Miles

00.2

WGS 1984 Web Mercator Auxiliary Sphere

C

Vault, Concrete, 14

Vault, Concrete, 30

S

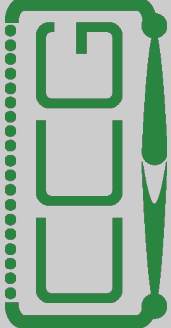
Splice Vault, Concrete, 30

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

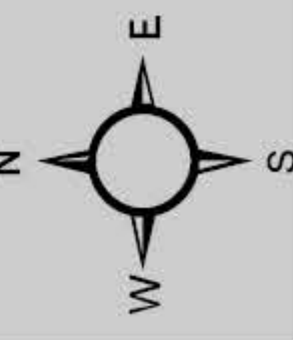
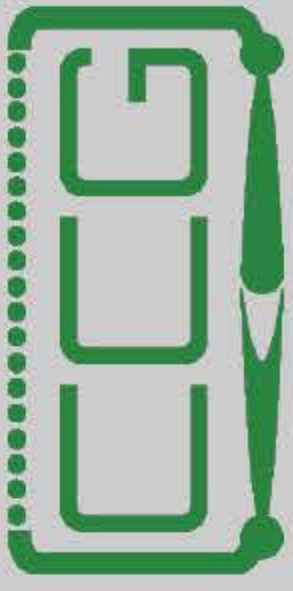
Date Printed: 6/11/2020

This figure is an inset map showing the location of the project area within Starkville, MS. The project area is highlighted with a red dashed line and a yellow box labeled '01'.

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

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



Blackjack Rd 5 Starkville, MS				 US Feet WGS 1984 Web Mercator Auxiliary Sphere		CCC ● Vault, Concrete, 30 Bore Pit — Proposed, Triple 1.25" HDPE World Transportation				601 N. Country Fair Dr. Champaign, IL 61821 217-531-9037 www.campuscommunicationsgroup.com	
Duct path to be HDD. Standard depth: 24" All utility crossings are potholed to locate depth of utility.										Date Printed: 10/15/2020	



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

AGENDA ITEM DEPT.:
AGENDA DATE: October 20, 2020
PAGE: 1 of 2

SUBJECT: Consideration of the approval of a Resolution adopting the District 4 Regional Hazard Mitigation Plan

AMOUNT & SOURCE OF FUNDING: n/a

AUTHORIZATION HISTORY:

The Resolution is being requested by Kristen Campanella, Oktibbeha County EMA Director:

FEMA has officially approved the MEMA District 4 Regional Hazard Mitigation Plan, pending local adoption and documentation of a final public hearing/review. Attached are a sample resolution. We are now in the final stage of the planning process, which means that each community that participated in the plan must adopt the plan. This will allow your community to receive final FEMA approval and complete the last step of the planning process. If your community does not adopt the plan, they will not be eligible for several of the disaster-related funding streams available through FEMA.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Lynn Spruill

SUGGESTED MOTION:

Move approval of a Resolution adopting the District 4 Regional Hazard Mitigation Plan

**RESOLUTION FOR ADOPTING THE DISTRICT 4 REGIONAL HAZARD
MITIGATION PLAN**

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of the City of Starkville and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens, and significantly reduce the loss of life and property from natural hazards; and

WHEREAS, a concerted effort should be made to address hazard mitigation in our respective policies and programs; and

WHEREAS, hazard mitigation goals and objectives can be effectively developed through participation in the development of a regional mitigation plan,

NOW THEREFORE, We, the Mayor, Board of Alderman of the City of Starkville do hereby resolve to adopt the District 4 Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the _____ day of _____, 2020

Mayor D. Lynn Spruill



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

AGENDA ITEM DEPT.:
AGENDA DATE: October 20, 2020
PAGE: 1

SUBJECT: Consideration of engaging two professional property appraisers to appraise a proposed 60 foot easement situated in the SW ¼ of the SE ¼, Sec. 08, T18N, R14E, City of Starkville, Oktibbeha County, Mississippi, on a piece of property owned by the City of Starkville situated between the Highway 25 Bypass and a tract owned by Booth Family, LLC.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

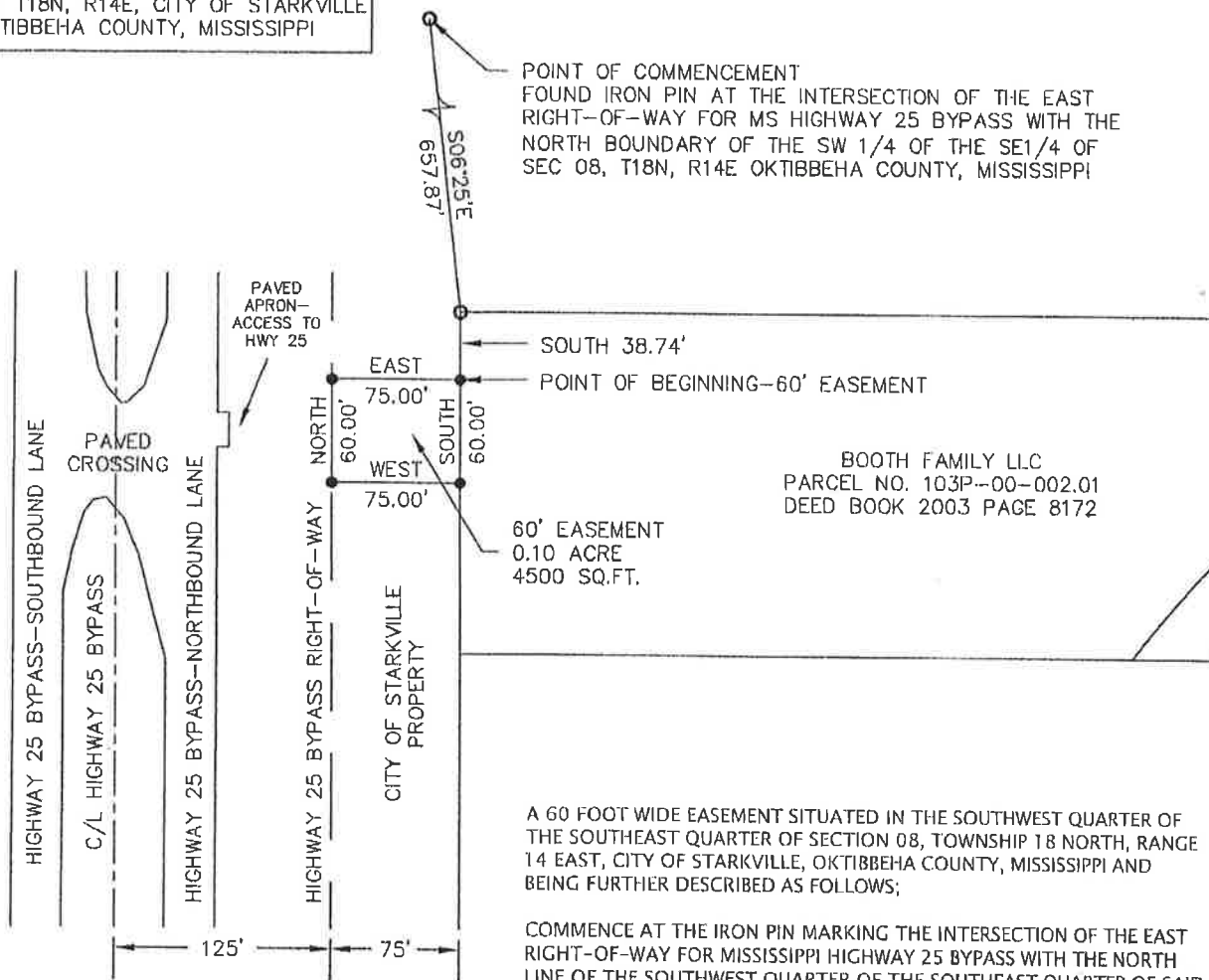
REQUESTING
DEPARTMENT: Administration

DIRECTOR'S
AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Lynn Spruill or Attorney Chris Latimer

SUGGESTED MOTION:

60 FOOT EASEMENT
SITUATED IN THE SW1/4 OF THE SE1/4
SEC 08, T18N, R14E, CITY OF STARKVILLE
OKTIBBEHA COUNTY, MISSISSIPPI



A 60 FOOT WIDE EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 18 NORTH, RANGE 14 EAST, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCE AT THE IRON PIN MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY FOR MISSISSIPPI HIGHWAY 25 BYPASS WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 08; RUN THENCE, SOUTH 06 DEGREES 25 MINUTES EAST FOR 657.87 FEET TO THE IRON PIN MARKING THE NORTHWEST CORNER OF THE BOOTH FAMILY LLC PROPERTY; RUN THENCE, ALONG THE WEST LINE OF SAID BOOTH PROPERTY; SOUTH FOR 38.74 FEET TO THE IRON PIN MARKING THE POINT OF BEGINNING; RUN THENCE, ALONG THE WEST LINE OF SAID BOOTH PROPERTY, SOUTH FOR 60.00 FEET TO AN IRON PIN; RUN THENCE, WEST FOR 75.00 FEET TO THE EAST RIGHT-OF-WAY FOR SAID HIGHWAY; RUN THENCE, ALONG SAID EAST RIGHT-OF-WAY, NORTH FOR 60.00 FEET TO AN IRON PIN; RUN THENCE, EAST FOR 75.00 FEET BACK TO THE IRON PIN MARKING THE POINT OF BEGINNING.

- FOUND IRON PIN
- SET 1/2" REBAR

SURVEY PARTY:
ERIC KOIVA
ALONZO SKINNER
DATE OF FIELD WORK: OCTOBER 2, 2020

CLASS "B" SURVEY

NOTES:
BEARINGS DETERMINED BY SOLAR OBSERVATION
DISTANCES BY E.D.M.
CALCULATIONS BY COMPUTER
SURVEY PERFORMED WITHOUT CURRENT TITLE SEARCH

C: \ACAD\07074\dwg\07074-2020.dwg - ERIC KOIVA



MICHAEL G. BRENT
MISS. PLS #2738
BRENT ENGINEERING SERVICE, INC.
507-A M.L. KING DRIVE
STARKVILLE, MISSISSIPPI
662-324-0713



Scale: 1" = 100'



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

**AGENDA ITEM DEPT: X.A.
AGENDA DATE: OCTOBER 20, 2020
PAGE: 1 of 2**

SUBJECT: Visitors and Convention Council (VCC) 2% budget approval for fiscal year 2020-2021

AMOUNT & SOURCE OF FUNDING: This funding is through the 2% Food and Beverage tax approved in 2018.

FISCAL NOTE:

AUTHORIZATION HISTORY: This food and beverage tax was approved by the voters in 1994 and has been in existence since 1995.

**REQUESTING
DEPARTMENT: MAYOR**

**DIRECTOR'S
AUTHORIZATION: Mayor**

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval of the 2020-2021 2% budget allocation by the VCC board of directors in accordance with the enabling legislation of SB 3012.

Starkville Convention & Visitors Bureau

Budget

2020-21

<u>City Hotel Tax & Main Street Assoc</u>	2019-2020 Budget	2020-2021 Budget
Income		
40101 CITY OF STARKVILLE	310,000.00	186,000.00
41000 INTEREST INCOME	0.00	0.00
Total Income	\$ 310,000.00	\$ 186,000.00
Expenses		
56100 GSDP MANAGEMENT	133,968.99	133,969.00
56101 GSDP OCCUPANCY	20,209.85	20,210.00
56102 AUDIT	15,000.00	10,000.00
56104 CVB BOARD DEVELOPMENT	1,500.00	500.00
56105 DUES - SPONSORSHIPS	30,000.00	15,000.00
56106 CONVENTION	30,000.00	10,000.00
56107 MAIN STREET ASSOCIATION	25,000.00	25,000.00
56108 DUES - TOURISM	6,500.00	6,500.00
56109 LEGAL & PROFESSIONAL	0.00	300.00
Total Expenses	\$ 262,178.84	\$ 221,479.00
Net Income	\$ 47,821.16	\$ (35,479.00)
 <u>City of Starkville 2% Food & Beverage</u>		
Income		
41100 CITY OF STARKVILLE FOOD &	310,000.00	260,000.00
41200 MSU ORIENTATION	36,000.00	-
Total Income	\$ 346,000.00	\$ 260,000.00
Expenses		
80000 GSDP MARKETING/OPER	63,000.00	63,000.00
80002 ADVERTISING - Contracts	30,000.00	30,600.00
80003 ADVERTISING - Print	65,000.00	25,000.00
80005 ADVERTISING - Radio	14,000.00	10,000.00
80006 ADVERTISING - Video	10,000.00	3,500.00
80007 ADVERTISING - Digital/Web	15,000.00	3,000.00
80008 ADVERTISING - Photography	3,000.00	2,000.00
80009 ADVERTISING - Athletics	36,000.00	30,000.00
80040 SPECIAL PROJECTS/EVENTS	20,250.00	15,171.00
80041 PROFESSIONAL DEVELOPMENT	5,000.00	1,000.00
80042 SPONSORED PROGRAMS	13,000.00	7,500.00
80043 SUSTAIN GRANT PROGRAM	20,750.00	21,750.00
80044 MSU_ORIENTATION	46,000.00	7,000.00
80047 CONSULTING SERVICES	5,000.00	5,000.00
Total Expenses	\$ 346,000.00	\$ 224,521.00
Net Income	\$ -	\$ 35,479.00
 Overall Net Income	\$ 47,821.16	\$ -



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

**AGENDA ITEM DEPT: X.B.
AGENDA DATE: OCTOBER 20, 2020
PAGE: 1 of 2**

SUBJECT: OCEDA 2% BUDGET APPROVAL FOR FISCAL YEAR 2020-2021

AMOUNT & SOURCE OF FUNDING: This funding is through the 2% Food and Beverage tax approved in 2018.

FISCAL NOTE:

AUTHORIZATION HISTORY: This food and beverage tax was approved by the voters in 1994 and has been in existence since 1995.

**REQUESTING
DEPARTMENT: MAYOR**

**DIRECTOR'S
AUTHORIZATION: Mayor**

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval of the 2020-2021 2% budget allocation by the OCEDA board of directors in accordance with the enabling legislation of SB 3012.

Oktibbeha County Economic Development Authority

Budget
2020-2021

<u>GENERAL OPERATIONS</u>	2019-20 Budget	2020-21 Budget
Income		
48001 INTEREST INCOME	40,000.00	5,766.68
48002 RTC % RENT SHARE	30,000.00	20,000.00
48004 SALE OF MULTI TENANT	0.00	198,333.32
49999 OTHER INCOME	0.00	0.00
Total Income	\$ 70,000.00	\$ 224,100.00
Expenses		
90030 AUTO/MILEAGE REIMB	500.00	0.00
90031 BOARD HOSPITALITY	1,500.00	5,000.00
90032 OFFICE OVERHEAD	2,500.00	2,000.00
90034 INSURANCE/BONDS	15,000.00	15,000.00
90037 LEGAL & PROFESSIONAL	23,000.00	23,000.00
90040 OFFICE	250.00	0.00
90041 OFFICE SUPPLIES	100.00	0.00
90043 POSTAGE/SHIPPING	100.00	100.00
90046 WELCOME SIGN	5,000.00	8,000.00
90049 GSDP OCCUPANCY	21,000.00	21,000.00
90050 GSDP MAN/PERSONEL	150,000.00	150,000.00
Total Expenses	\$ 218,950.00	\$ 224,100.00
Net Income	\$ (148,950.00)	\$ -
<u>2% FOOD & BEVERAGE TAX</u>	2019-20 Budget	2020-21 Budget
Income		
48020 FOOD/BEVERAGE TAX	325,000.00	260,000.00
Total Income	\$ 325,000.00	\$ 260,000.00
Expenses		
90073 INDUSTRY RELATIONS	20,000.00	10,000.00
90074 GTRDA/LINK	100,000.00	100,000.00
90075 RETAIL/RECRUITMENT	20,000.00	20,000.00
90076 MARKETING/EVENTS	144,773.00	70,000.00
90077 MINORITY GRANTS	30,227.00	20,000.00
90078 CORNERSTONE/NORTHSTAR	10,000.00	40,000.00
Total Expenses	\$ 325,000.00	\$ 260,000.00
Net Income	\$ -	\$ -
Overall Net Income	\$ (148,950.00)	\$ -



Proposed Distribution of 2021 Food & Beverage Sales Tax Allocation

Distribution:	FY2019	FY2020	FY2021
Music Maker Productions	\$150,000	\$165,000	\$70,000
Bulldog Bash	\$170,000	\$170,000	\$170,000
Cowbell Cabs	\$20,000	\$5,000	
Old Main Music Festival	\$30,000	\$30,000	\$15,000
Lyceum Series	\$60,000	\$60,000	\$60,000
Global Lecture Series	\$20,000	\$20,000	\$10,000
Total	\$450,000	\$450,000	\$325,000

As presented to the Starkville Board of Aldermen

20% decrease from FY20 is \$325,000

These funds will be distributed to the accounts and held until COVID restrictions released.

Balances at June 30, 2020:

Cash	-\$32,326
Account Receivable	\$43,025
Fund Balance	<u>\$10,699</u>



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 20, 2020
PAGE: Page 1 of 10

SUBJECT:

Consideration of FP 20-06 a request for Final Plat approval for subdividing a 16.91-acre lot into 43 lots at the northeast corner of the intersection of Reed Road and Westside Drive in a TN-N zoning district with parcel number 118K-00-035.00

SUMMARY:

The applicant Jay Bryan of McCarty Architects, on behalf of Stewart Rutledge, is requesting Final Plat approval for subdividing 16.91 acres into 43 lots. The proposed subdivision is named "Clark Grove" and is located in a TN-N zoning district. The proposed development will contain 36 single detached residential lots. The remaining 7 lots will contain the community green space, club house, stormwater management, and recreation areas. Golden Triangle Planning and Development has reviewed the proposed road name and has no issues. The Board of Aldermen approved the preliminary plat on March 17, 2020. The Development Review Committee approved the infrastructure plan on June 15, 2020.

The applicant has requested to provide a surety for all remaining required infrastructure improvements as shown on the approved infrastructure plan. The applicant is currently working with City Staff to establish the amount of the surety and the development of the agreement.

On October 13, 2020 the Planning and Zoning Commission recommended the following staff recommended conditions of approval:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of the sanitary sewer bond.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the valve on the south connection and east right-of-way of Reed Road.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the manhole (MH) east of Reed Road.
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following shall items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan "IP 20-02 Clark Grove" approved on June 15, 2020 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of FP 20-06 a request for Final Plat approval for “Clark Grove” with the six recommended conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: FP 20-06 Request for Final Plat approval for subdividing a 16.91-acre lot into 43 lots at the northeast corner of the intersection of Reed Road and Westside Drive in a TN-N zoning district with parcel number 118K-00-035.00
Date: October 13, 2020

The purpose of this report is to provide information regarding the Final Plat request by Jay Bryan of McCarty Architects on behalf of Stewart Rutledge for the "Clark Grove" subdivision. The proposed development will contain 36 single detached residential lots. The remain 7 lots will contain the community green space, club house, stormwater management, and recreation areas. Please see attachments 1- 5.

BACKGROUND INFORMATION

- The Preliminary Plat was approved by the Board of Aldermen on March 17, 2020.
- The Development Review Committee approved the infrastructure plan on June 15, 2020.

GENERAL INFORMATION

- The proposed subdivision is located at northeast corner of the intersection of Reed Road and Westside Drive in a TN-N zoning district.
- The gross acreage is +/- 16.91 with a total of 43 lots. The proposed gross density is 2.54 units per acre.
- All easements and dedications are provided on the final plat.
- The roadways will be dedicated to the City once inspected by City Staff and Approved by the Board of Aldermen.
- Street numbers will be assigned for construction permitting and utility assignments.
- Golden Triangle Planning and Development has reviewed proposed road name and has no issues.
- Electrical service, Potable water, and sanitary sewer utility services will be provided by the City.
- Staff will review the proposed covenants and they shall include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, and therefore has no adversely effected parties.

- The applicant has requested to provide a surety for all remaining required infrastructure improvements as shown on the approved infrastructure plan. The following items are included in the approved surety and agreement: setting pins for plat, sewer bore, curb, road base, base asphalt, surface asphalt, and sidewalks.

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 Planning and Zoning Commission or Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- If denied by the Planning and Zoning Commission or the Board of Aldermen, the reasons for such action shall be stated, and if possible, recommendations should be made on the basis of which the proposed subdivision could be recommended for approval. A denied final plat may be resubmitted to the Planning and Zoning Commission and the Mayor and Board of Aldermen after the suggested changes have been made.
- 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 on the plat upon certification by the City Clerk that the City has received both of the following:
 - o An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
 - o An approved form of surety as approved by the City Attorney to complete the improvements and installations for the subdivision shall be in compliance with these rules and regulations. Such surety shall not exceed two hundred percent (200%) of the estimated cost of the improvements.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Single Detached Dwelling Residential Use in a TN-N zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-N
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-N
B1 Front setback	10' min 15' max
B. Primary Building Setbacks (cont.)	TN-N
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	10' min 15' max
B4 Rear setback (min.)	5'

B5 Rear setback adjacent to street or alley (min.)	7' without parking, 18' with parking
C. Accessory Dwelling Unit/Structure Setbacks	TN-N
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.)	7' without parking, 18' with parking
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-N
D1 From primary street	Behind front wall of primary building
E. Height	TN-N
E1 Principle building(s) (max)	30', 2 story
E. Height (cont.)	TN-N
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than primary building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-N
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. The following conditions are recommended by City Staff:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of the sanitary sewer bond.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall begin at the valve on the south connection and east right-of-way of Reed Road.

5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall begin at the manhole (MH) east of Reed Road.
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following shall items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan "IP 20-02 Clark Grove" approved on June 15, 2020 has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.

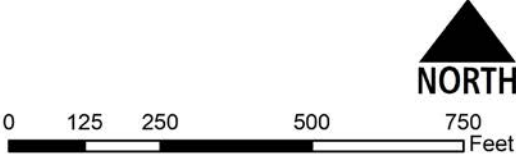
Attachment 1
FP 20-o6 Aerial



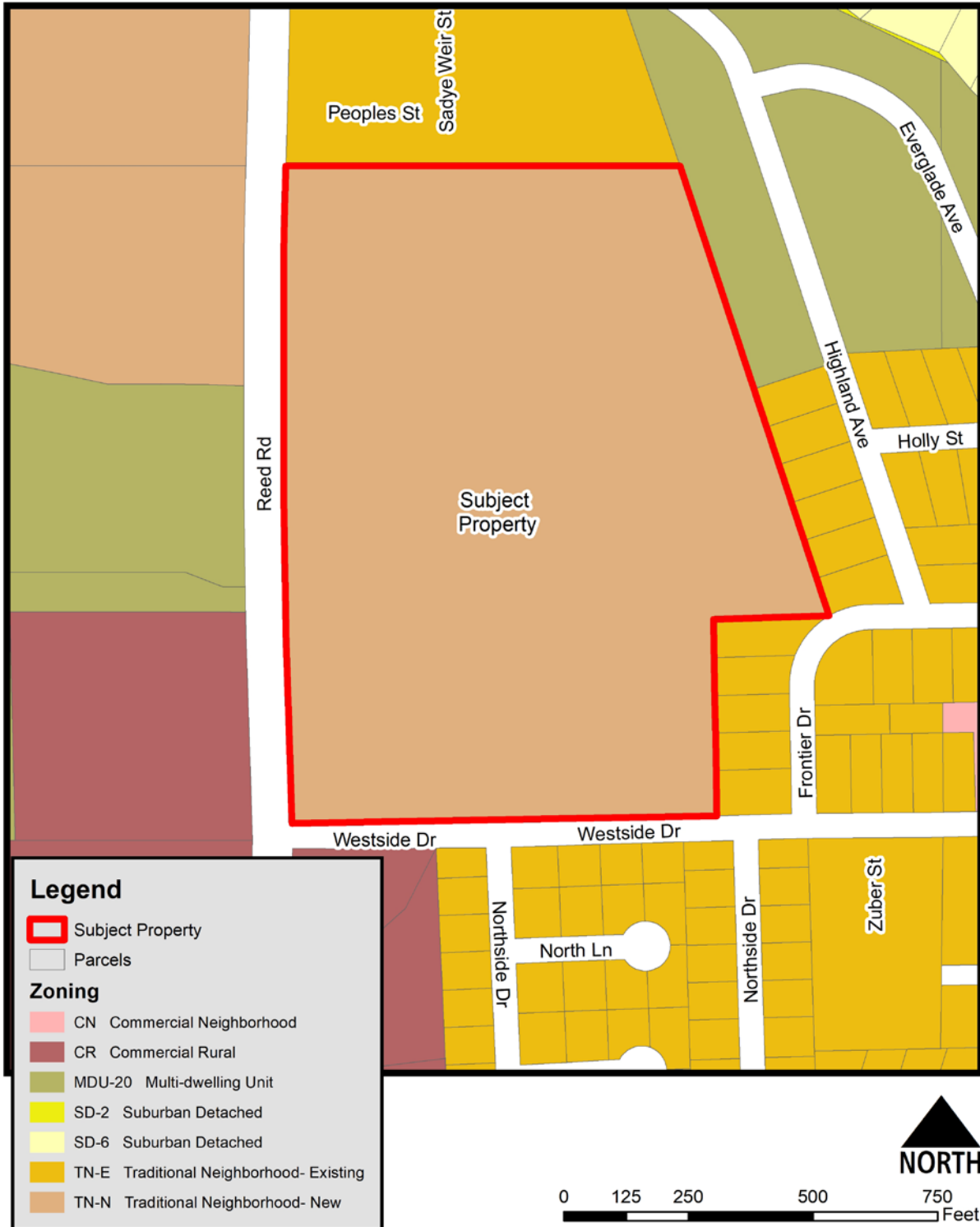
Legend

 Subject Property

 Parcels



Attachment 2
FP 20-06 Zoning

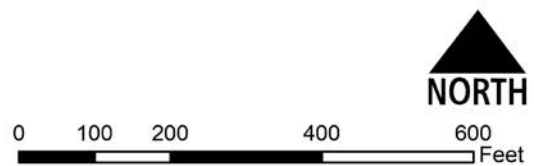


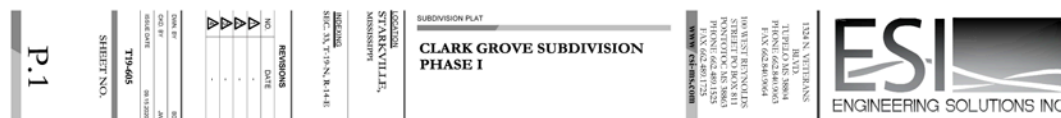
Attachment 3
FP 20-o6 Plat Overlay



Legend

-  Subject Property
-  Parcels







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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: October 20, 2020
PAGE: Page 1 of 11

SUBJECT:

Discussion and consideration of the re-appointment of Mr. Ryan Ashford, the re-appointment of Mr. Robert McMillen, and the appointment of Mr. Shawn Lambert to fill 3 vacant seats on the Historic Preservation Commission.

AUTHORIZATION HISTORY:

The Historic Preservation Commission currently has three vacancies. Mr. Ryan Ashford has asked to be reappointed to his term which expired on July 18, 2020. Mr. Robert McMillen has asked to be reappointed to his term which expired on February 2, 2020. Mr. Shawn Lambert has asked to be appointed to a vacant unexpired term that expires on July 11, 2021. The Mr. Lambert would be eligible for reappointment after expiration of the term. The vacancies were advertised in the Starkville Daily News.

Candidates:

Ryan Ashford (attachment 1)
Robert McMillen (attachment 2)
Shawn Lambert (attachment 3)

Re-appointment of Mr. Ashford and Mr. McMillen will be for a three-year term expiring on October 20, 2023. The appointment of Mr. Lambert to the unexpired term will expire on July 11, 2021.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the re-appointment of Mr. Ryan Ashford to the Historic Preservation Commission with a term set to start October 20, 2020 and expire on October 20, 2023.

Move approval of the re-appointment of Mr. Robert McMillen to the Historic Preservation Commission with a term set to start October 20, 2020 and expire on October 20, 2023.

Move approval of the appointment of Mr. Shawn Lambert for the unexpired term set to start on October 20, 2020 and expire on July 11, 2021.

Attachment 1- Ashford

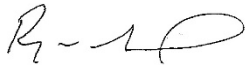
Mayor Spruill and Board of Alderman
City of Starkville
Starkville, MS 39759

September 23, 2020

Dear Mayor Spruill and Board of Alderman,

I Ryan Ashford would like to continue in my current position as a member of Ward 2 Historical Commission. Please accept this request. Thanks in advance.

Sincerely.

A handwritten signature in black ink, appearing to read 'R. Ashford', with a stylized flourish at the end.

Ryan H. Ashford, Associate AIA
1656 Bluefield Rd.
Starkville, MS 39759

10/12/2020

Attachment 2- McMillen

City Of Starkville Mail - term expiration

Emily Corban <e.corban@cityofstarkville.org>



term expiration

Robert McMillen <robert.mcmillen@gmail.com>
To: Emily Corban <e.corban@cityofstarkville.org>

Mon, Oct 12, 2020 at 9:31 AM

Emily, I would like the opportunity to serve again on the Historic Preservation Commission for another term.

Regards,

[Quoted text hidden]

[Quoted text hidden]



MISSISSIPPI STATE UNIVERSITY™
DEPARTMENT OF ANTHROPOLOGY
AND MIDDLE EASTERN CULTURES

Dear Starkville Historic Preservation Commission Committee,

My name is Shawn Lambert, and I am currently an assistant professor in anthropology at Mississippi State University. I would be honored to serve as a member of the Historic Preservation Commission. I think my experiences as a prehistoric and historic archaeologist would complement your already talented, experienced, and diverse committee. The Commission's dictum to "preserve, enhance, and perpetuate those aspects of [Starkville that have] historical, cultural, architectural, and archaeological merit" are qualities that I aspire to do in my own research. For example, some of the ongoing projects that I have developed with a research team is the preservation of African American archaeological sites and cemeteries throughout Mississippi, including several sites in Starkville. Recently, my research team and I submitted a \$150,000 National Endowment of the Humanities grant to hire a post-doctoral researcher to nominate Mississippi's Freedom Summer sites to the National Register of Historic Places and to develop the first ever interactive story map of all 107 Freedom Summer sites in Mississippi. Being a part of this commission will expand my knowledge of important historic and cultural sites of the state and strengthen my desire to continue to protect them and other resources in Starkville and beyond. Thank you for your time and consideration. Please do not hesitate to contact me with any questions or concerns.

Respectfully,

Shawn Lambert
Assistant Professor
Anthropology and Middle Eastern Cultures
Mississippi State University
Email: sl2042@msstate.edu
Phone: (405) 905-9511



CURRICULUM VITAE

Shawn Patrick Lambert



Address:

PO BOX AR
Mississippi State, MS 39762

Email:

sl2042@msstate.edu

Home Phone:

(405) 905-9511

Education:

- 2017 University of Oklahoma, Norman
 Ph.D. in Anthropology, concentration in Southeastern Archaeology
 Dissertation Title: *Alternate Pathways to Ritual Power: A Provenance and Stylistic Study of Formative Caddo Vessels* – funded by the National Science Foundation & Nancy L. Mergler Dissertation Completion Fellowship
- 2013 University of Oklahoma, Norman
 M.A. Anthropology, concentration in Southeastern Archaeology
 Thesis Title: *Post-Removal Choctaw Chiefs and Commoners: Value, Memory, and Social Inequality Expressed between the Ceramic Assemblage of 34MC544 and 34MC399*
- 2011 University of Alabama, Tuscaloosa
 B.A. Anthropology, concentration in Southeastern Archaeology
 Minor: Art History
 Honors Thesis Title: *Identifying Swift Creek Paddle Matches as a Proxy to Understand the Movement of People and Objects*

Research Interests:

Southeastern archaeology, origins and development of Woodland and Mississippian societies, crafting, identity, communities of practice, identity, memory, ceramic analysis, iconography, compositional analysis (INNA & XRF), public archaeology, quantitative analysis, Indigenous/Collaborative archaeology

Related Work Experience:

- Aug 2019 - Assistant Professor, Mississippi State University
 Department of Anthropology and Middle Eastern Cultures
- 2018 - 2019 Utah State Public Archaeologist,
 Utah Division of State History, Salt Lake City, UT
- 2017-2018 Principal Investigator
 Algonquin Consultants, Inc. Norman, OK
- 2015-2017 Graduate Instructor, University of Oklahoma, Norman, OK
- 2013-2015 Staff Archaeologist, Oklahoma Archeological Survey, Norman, OK
- 2012-2013 Graduate Instructor, University of Oklahoma, Norman, OK
- 2013 Graduate Teaching Assistant, University of Oklahoma, Norman, OK
- 2011-2013 Staff Archaeologist, Oklahoma Archeological Survey, Norman, OK

2008-2011 Lab Analyst/Field Technician, Panamerican Consultants, Inc. Tuscaloosa, AL

Academic Scholarships, Grants, and Awards:

2020 *Measuring the Effect of COVID-19 on the Food Security and Health of Choctaw Communities in Mississippi* (in prep). National Institution of Health Grant, (\$1,000,000).

2020 *Choctaw Cultures and Archaeology Class*. Research to Advance Inclusion, Diversity, Equity, Excellence, and Access Grant, Mississippi State University. Submitted October 5th, 2020 (\$15,000)

2020 *NAGPRA Consultation Project*. National Native American Graves Protection and Repatriation Act (NAGPRA) Program. National Park Service. Completed and will submit December 2020. (\$100,000)

2020 National Science Foundation Grant, Proposal (Award # 1937392) *Evidence-based Transformation of Undergraduate Field Schools to Promote Safety and Inclusivity among Southeastern Archaeology*, Co-PI (\$300,000).

2019 *2019 Fig Island Survey*, South Carolina Department of Natural Resources (\$15,283)

2018 Nominated for the 2019 SAA Award for Excellence in Public Archaeology

2018 Great Basin Anthropological Conference Poster Competition (1st Place) for *Making Sense of Archaeology: Learning with Independence*

2018 STEM Action Center Underrepresented Communities Grant (\$20,000) for the development of an archaeological exhibit for people with diminished vision.

2017 Southeastern Archaeological Conference Student Paper Competition Award (runner-up) for *Alternate Pathways to Ritual Power: A Provenance and Stylistic Study of Formative Caddo Vessels*

2017 Oklahoma Public Archaeology Network (OKPAN) Scholarship (\$800)

2017 Oklahoma Public Archaeology Network (OKPAN) Poster Competition Award (\$250)

2017 Nancy L. Mergler Dissertation Completion Fellowship Award (\$15,000)

2017 National Science Foundation Dissertation Improvement Grant (\$23,493)

2017 National Science Foundation Subsidy Award for Instrumental Neutron Activation Analysis (INAA) (\$15,840)

2011-2016 Graduate Student Senate Travel Grants (\$2,540)

2011-2016 College of Arts and Science Travel Assistant Program Grants (\$1,500)

2011-2016 Rain Vehik Award Travel Grants (\$1,000)

2013 Graduate Student Senate Research Grant for X-Ray Fluorescence Spectrometry (XRF) (\$750)

Publications:

2020 (in review) Lambert, Shawn P., Timothy K. Perttula, and Nelish Gaikwad
Production Matters: Organic Residue Evidence for Late Pre-Columbian Datura-Making in the Central Arkansas River Valley. *Advances for Archaeological Practices*.

2020 (in press) Lambert, Shawn P., and Brett T. Giles
New Methods and Theories for Analyzing Mississippian Imagery. University of Florida Press, Gainesville.

- 2020 Lambert, Shawn P.
Imagery in Motion: Object Itineraries of Spiro Engraved Vessels. In *New Methods and Theories for Analyzing Mississippian Imagery*. University of Florida Press, Gainesville.
- 2020 Colaninno, Carol E., Shawn P. Lambert, Emily L. Beahm, and Carl G. Drexler
Creating and Supporting a Harassment- and Assault-Free Field School. *Advances in Archaeological Practice* 8(2):111-122.
- 2020 (Book Review)
Lambert, Shawn P.
Public Engagement and Education: Developing and Fostering Stewardship for an Archaeological Future, edited by Katherine M. Erdman, Berghahn Books, New York. *Heritage and Society* 2019:286.
- 2020 (in press) Lambert, Shawn P.
A Provenance and Stylistic Study of Formative Caddo Vessels: Implications for Specialized Craft Production and Long-Distance Exchange. In *Ancestral Caddo Ceramic Traditions*, edited by Duncan P. McKinnon, Jeffery S. Girard, and Timothy K. Perttula, Louisiana State University Press, Baton Rouge.
- 2018 Lambert, Shawn P.
Addressing the Cosmological Significance of a Pot: A Search for Cosmological Structure in Craig Mound. *Caddo Archaeology* 28:21-37.
- 2017 Lambert, Shawn P. Ceramic Production and Distribution during the Formative Caddo Period: A Stylistic Investigation of the Arkansas River Valley, *Caddo Archaeology Journal* 37.
- 2016 Afenderas, Dean, Shawn P. Lambert, and Jason Zan. Archaeological Investigation at the 19th Century Wichita School House (34CD652), Caddo County, Oklahoma. Technical Report submitted to the Wichita and Affiliated Tribes of Oklahoma, Anadarko, Oklahoma.

Professional Papers (* invited):

- 2019* Understanding the Relationship between the Static and Dynamic in Caddo Iconography. To be presented at the Southeastern Archaeological Conference, Augusta, GA, in the symposium "Implementing and Assessing Iconographic Methods and Theories."
- 2018* Making SENSE of Archaeology: Developing Curriculum and Multi-Sensory Experiences for the Visually Impaired. To be presented at the Plains Anthropological Conference Meeting, San Antonio, TX, in the symposium "A Public Archaeology PANdemic? An introduction to the Florida, Oklahoma, Texas & Utah Public Archaeology Networks."
- 2018* A Provenance and Stylistic Study of Formative Caddo Vessels: Implications for Specialized Ritual Craft Production and Long-Distance Exchange. Presented at the Society of American Archaeology Conference.
- 2017 A Provenance and Stylistic Study of Formative Caddo Vessels: Implications for Specialized Ritual Craft Production and Long-Distance Exchange. Presented at the Southeastern Archaeological Conference (runner-up in student paper competition).
- 2017* A Provenance and Stylistic Study of Spiro's Earliest Fineware Pottery. Presented at the Chickasaw Cultural Center Cultural Conference, in the symposium "Native Peoples and Archaeological Collaboration."

- 2017* Museums and Indigenous Communities: The Process and Results of Reintroducing Pottery Production to the Wichita People. Presented at the Oklahoma Museum Association Annual Conference.
- 2017 Ceramic Production and Distribution during the Formative Caddo Period: A Stylistic and Provenance Investigation of the Arkansas River Valley. Presented at the East Texas Archaeological Conference, Tyler, TX.
- 2016* Addressing the Cosmological Significance of a Pot: A Search for Cosmological Structure in the Craig Mound. Presented at Southeastern Archaeological Conference in Athens, GA in the symposium, "Exploring the Edges of the Caddo World: The Mississippian World as Viewed from the Caddo Archaeological Area."
- 2016 Addressing the Cosmological Significance of a Pot: A Search for Cosmological Structure in the Craig Mound. Presented at the Caddo Conference in Nacogdoches, TX.
- 2015 Locally-Made or Portable Heirlooms?: XRF Source Analysis of Post-Removal Choctaw Ceramics from Southeastern Oklahoma. Presented at Southeastern Archaeological Conference in Nashville, TN.
- 2015 Discovered WPA Illustrations from the Spiro Mounds: Indigenous Archaeology and Attributing the Forgotten Artists. Presented at the Caddo Conference in Arkadelphia, AR.
- 2014* Remembering a Celebrated Past: Ceramic and Culinary Continuity among the Post-Removal Choctaw. Presented at the Southeastern Archaeological Conference in Greenville, SC in the symposium, "Historic Tribes of Mississippi and Alabama: Recent Developments in Chickasaw and Choctaw Archaeology."
- 2014 WPA Artifact Illustrations and their Iconographic Research Value. Presented at the Plains Archaeological Conference.
- 2014* Revealing Spiro's Lost Artifacts: The Research Value of WPA Artifact Illustrations from the Craig Mound. Presented at the Society of American Archaeology Conference in Austin, TX, in the symposium, "Visions of Other Worlds: Ideological and Ritual Functions of Mississippian Symbols."
- 2012 The Socioeconomic Differences between Post-Removal Choctaw Chiefs and Choctaw Commoners in Southeastern Oklahoma. Presented at the Southeastern Archaeological Conference in Baton Rouge, LA.
- 2011 Socioeconomic Interaction between two Swift Creek Sites in Western Georgia. Presented at the Southeastern Archaeological Conference in Jacksonville, FL.
- 2011 Illustrating important Variables in Early Archaic Gulf Coastal Plain Projectile Point Classification. Presented at the Society for American Archaeology in Sacramento, CA.
- 2010 Stippled Drawings: A Guide to their Execution and Application in Archaeological Reporting. Presented at the Southeastern Archaeological Conference in Lexington, KY.
- 2009 Techniques for Drawing Renditions of Projectile Points, Pottery, and Other Artifacts for Different Southeastern Archaeological Time Periods. Presented at the Southeastern Archaeological Conference in Mobile, AL.

Other Contributions:

- 2019 SEAC Taskforce on Sexual Harassment and Assault Committee Member
- 2017 Organizer for the 2017 Southeastern Archaeological Conference in Tulsa, Oklahoma
- 2017 Panel Discussion (Lead Organizer) for the "Many Pathways to Stewardship: Establishing Interdisciplinary Relationships through Collaborative Discussion." Presented at the Southeastern Archaeological Conference in Tulsa, Oklahoma

Published Archaeological Illustrations:

- 2018 Regnier, Amanda L., Scott W. Hammerstedt, and Sheila Bobalik Savage. *Arkansas Drainage Ritual, Mound Building, and Relief Archaeology in Eastern Oklahoma*. University of Alabama Press, Tuscaloosa.
- 2017 Pitblado, Bonnie L. The Role of the Rocky Mountains in the Peopling of North America. Quaternary International.
- 2016 Davis, Jera R. Crafting Moundville Palettes. In *Rethinking Moundville and Its Hinterlands*, edited by Vincas Steponaitis and Margaret Scarry, pp. 255-267. University of Florida Press, Gainesville.
- 2014 Regnier, Amanda. Reconstructing Tascalusa's Chiefdom: Pottery Styles and the Social Composition of Late Mississippian Communities along the Alabama River. University of Alabama Press, Tuscaloosa.

Field Experience:

- 2019 Principal Investigator, Fort Douglas Public Archaeology Excavation, Salt Lake City, UT – ground truthing magnetic anomalies suspected of being a Civil War era armory building.
- 2018 (Fall) Principal Investigator, CRM Phase I Project – shovel testing and pedestrian survey 600 acres for possible archaeological materials (Algonquin Consultants, Inc.).
- 2018 (summer) Principal Investigator, Fort Douglas Archaeology Project, Salt Lake City, UT – Public Archaeology/CRM exaction of Civil War era barracks.
- 2015 (summer) Staff Archaeologist, Fort Wichita Public Archaeology project, Durant, OK – excavated a Civil War era structure suspected to be a Blacksmith workshop (directed by Amanda Regnier, Oklahoma Archeological Survey).
- 2014 (summer) Field Supervisor, Spiro Plaza Project, Spiro, OK – testing ground truthing anomalies suspected of being ephemeral prehistoric buildings (directed by Patrick Livingood, Amanda Regnier, and Scott Hammerstedt, University of Oklahoma)
- 2014 (summer) Field Supervisor, Phase III Mitigation of a late archaic village site, Rogers, AR (Panamerican Consultants Inc., Memphis, TN).
- 2010 (summer) Staff Archaeologist, Graveline Mound Archaeological Project, Gautier, Mississippi (Directed by Lauren Downs and John Blitz, University of Alabama) – Late-Middle Woodland platform mound on the Mississippi Gulf Coast.
- 2008-2011 Field Technician, Tuscaloosa, AL, Conducted Phase I – III mitigations on Paleo, Archaic, Woodland, Mississippian, and historic period sites in Mississippi, Alabama, Georgia, Florida, and Tennessee (Panamerican Consultants Inc.).
- 2007 Field School, Moundville Archaeological Park, Moundville, AL (Directed by John Blitz, University of Alabama).

Teaching Experience:

- 2019 – 2020 Introduction to Anthropology, Introduction to Archaeology, Southeastern Archaeology, Public Archaeology, Applications in Archaeology, Archaeological Theory, Mississippi State University, Department of Anthropology and Middle Eastern Cultures.
- 2019 (fall) Instructor, AN 1103 – Introduction to Anthropology (Honors). Mississippi State University.
Instructor, AN 8553 – Applications in Archaeology (graduate course) Mississippi State University.
- 2017 (spring) Instructor, ANTH 1413 – Great Discoveries in Archaeology (developed syllabus and

- overall course structure, and administered all grades).
- 2016 (fall) Instructor, ANTH 1413 – Great Discoveries in Archaeology (developed syllabus and overall course structure, and administered all grades).
- 2016 (spring) Instructor, ANTH 1113 – General Anthropology (developed syllabus and overall course structure, and administered all grades).
- 2015 (fall) Instructor, ANTH 1113 – General Anthropology (developed syllabus and overall course structure, and administered all grades).
- 2015 (spring) Instructor, ANTH 2113 – Introduction to Archaeology (developed syllabus and overall course structure, and administered all grades).
- 2012-2013 Teaching Assistant, University of Oklahoma
- Fall 2012: ANTH 1413 – Great Discoveries in Archaeology
 - Fall 2012: ANTH 2613 – Native Peoples of North America
 - Spring 2013: ANTH 1413 – Great Discoveries in Archaeology
 - Spring 2013: ANTH 2613 – Native Peoples of North America

Professional Memberships:

Southeastern Archaeological Conference
 Society of American Archaeology
 Caddo Archaeology
 Plains Anthropological Conference
 Great Basin Archaeological Conference
 East Texas Archaeological Conference
 National Association of State Archaeologists (NASA)
 Registered Professional Archaeologists
 Lambda Alpha

Special Skills and Training:

Archaeological ceramics	Remote Sensing
Iconographic analysis	GIS applications
Field methods	3D modeling with photogrammetry and laser scanning
Elemental analysis	3D printing technologies
Public outreach	Certified Project Archaeology master teacher
Exhibit development and construction	Certified scientific/archaeological illustrator



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10.20.2020
PAGE: 1

SUBJECT: Consideration of revising item XI.D.2 on the March 17, 2020 agenda from “Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement” to Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a ¾ ton pickup truck off state contract as a replacement”

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

This agenda item was initially approved on March 17, 2020 to replace a pickup truck in the Street Department. At the time, the state contract for the type of vehicle needed for the replacement was a Ford model. The dealer was unable to procure vehicles from the manufacturer due to the pandemic shut down.

The state Department of Finance has solicited and received state contract bids for 2021 and the vehicle type now is a Dodge instead of a Ford.

The City Clerk has recommended getting Board approval to revise the minutes to reflect this change.

Attached is the original Board Item coversheet

SUGGESTED MOTION: Move for approval to consider revising item XI.D.2 on the March 17, 2020 agenda from “Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement” to Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a ¾ ton pickup truck off state contract as a replacement”



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 03.17.2020
PAGE: 1

SUBJECT: Consideration of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement.

AMOUNT & SOURCE OF FUNDING

Funding to be transferred from 001-301-440-114 due to unfilled positions

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The street department is in need of a vehicle to replace a 26 year old pickup truck. The new vehicle is being proposed to be used by Chris Black, the new Street Dept. operations manager. This vehicle can be purchased off of state contract. A copy of the equipment form is attached.

The vehicle proposed will be a F-250 in order that it can haul equipment on trailers as well as a crew cab to transport employees to job sites.

SUGGESTED MOTION: Move for approval of declaring 1994 Ford F150XL (VIN: 1FTDF15Y0RNA08538) as surplus and auction on Govdeals and authorization to purchase a Ford ¾ ton crew cab pickup truck off state contract as a replacement.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 10.20.2020
PAGE: 1

SUBJECT: Consideration of acceptance of the low quote for the Highway 12 Sidewalk Project from H&H Construction and Excavating 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 for the Highway 12 Sidewalk project. This proposal is to build a sidewalk on the north side of Hwy 12 from an existing sidewalk near Deweese Pawn to Vowell's marketplace. These plans were initially developed as part of the remainder of the Bullyvard funds but this segment had to be postponed due to high bids and available funding.

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

H&H Construction and Excavating	\$35,000
Groundstone Construction	\$42,050

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

NOTES:

1. LAST 10' OF SIDEWALK WILL TRANSITION TO TIE CROSS SLOPE FLUSH TO EXISTING DRIVEWAY. CONTRACTOR SHALL SAWCUT AND REMOVE EXISTING CURB AND GUTTER TO CONSTRUCT ADA CURB RAMP / SIDEWALK TIES WITH NEW CURB AND GUTTER.
3. CONNECT TO EXISTING CURB AND GUTTER AND/OR SIDEWALK. MATCH EXISTING IN GRADE, TYPE AND ALIGNMENT.
4. STOP BARS AND OTHER STRIPING TO BE PERFORMED BY OTHERS.
5. NEW SIDEWALK TO ABUT EXISTING CURB INLET CONCRETE TOP. INSTALL EXPANSION JOINT FILLER WITH SEALANT ALONG EDGE OF CURB INLET TOP. SIDEWALK ELEVATION TO MATCH EXISTING CURB INLET TOP ELEVATION.

DEWEESE
PAWN

5
C2.0

CONSTRUCTION APPROXIMATELY 10 LF
OF RETAINING WALL INTEGRAL WITH
SIDEWALK ALONG BOX CULVERT.

2
C2.0

CONSTRUCT 572 LF
OF UNBUFFERED 6-FT
WIDE SIDEWALK.

HOLLIS CREEK

HOLLIS CREEK

U-SAVE
CAR &
TRUCK
RENTAL

TACO
BELL

THE
CITIZEN'S
BANK

ECKFORD DRIVE

BOPS

KFC

PECAN ACRES

NEWK'S

NO WAY JOSE

HWY 12

1
C2.0

CONSTRUCTION 94 LF OF
BUFFERED 5-FT SIDEWALK

3
C2.0

TRANSITION TO
BUFFERED SIDEWALK

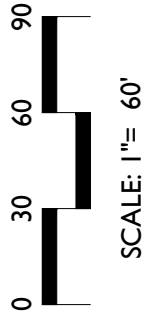
2 3
ADA CURB RAMP: TYPE D

2 3
ADA CURB RAMP: TYPE D

AREA BEHIND SIDEWALK
TO BE SLOPED BACK NO
STEEPER THAN 3:1

REVISIONS:

DATE: AUGUST 2019
DESIGNED BY: CARVER
DRAWN BY: ECK
CHECKED BY: ECK
SCALE: 1" = 60'
PROJECT #: 20034
SHEET NUMBER: C1.0



HWY 12 - PECAN ACRES SIDEWALK CONNECTION STARKVILLE, MS PROPOSED IMPROVEMENTS



THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39259
P: 662-323-2525 F: 662-323-4143
MISSISSIPPI'S COLLEGE TOWN
STARKVILLE
HISTORIC



THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

20034- Hwy 12 - Pecan Acres Sidewalk Connection

Quote Tabulation

October 14th, 2020

				H & H Construction and Excavating, LLC		Groundstone Construction, LLC	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
1	Concrete Sidewalk (including ADA curb ramps, earthwork & topsoil)	430.0	SY	\$ 60.00	\$ 25,800.00	\$ 55.00	\$ 23,650.00
2	Detectable Warning Panels (Maroon)	2.0	EA	\$ 300.00	\$ 600.00	\$ 315.00	\$ 630.00
3	Retaining Wall Integral with Guardrail & Sidewalk	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 6,180.00	\$ 6,180.00
4	Removal of Curb & Gutter, all types	40.0	LF	\$ 15.00	\$ 600.00	\$ 35.00	\$ 1,400.00
5	Combination Concrete Curb & Gutter for tie-ins, all types	10.0	LF	\$ 30.00	\$ 300.00	\$ 125.00	\$ 1,250.00
6	Maintenance of Traffic and Traffic Control	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,815.00	\$ 2,815.00
7	Remove & Reset Signs, all sizes	1.0	LS	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
8	Establishment of Permanent Vegetation (per construction notes)	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,125.00	\$ 5,125.00
				Total: \$ 35,000.00		Total: \$ 42,050.00	
				LOW QUOTE			



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 10/20/2020
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 14, 2020 is \$4,228,177.74
Of which the claims amount for Starkville Utilities is \$3,039,918.87

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 14, 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 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-000-054-205	843.73
MARK E. SHAW	7	10/05/2020	CONTRACT LABOR 09/21/20 - 10/02/20	001-000-054-205	157.50
NEXTSTEP INNOVATION	NSI19281	10/05/2020	3 AXIS CAMERA STATIONS	001-000-334-126	66.00
Outstanding Total:					1,067.23
Paid					
MECKILLA EWING	1369275	10/06/2020	FINE AMOUNT REDUCED	001-000-149-691	225.00
D'AIRRIAS TRIPLETT	1364495	10/08/2020	OVERPAYMENT OF FINES	001-000-149-691	102.00
MARQUETA COX	1370425	10/09/2020	OVERPAYMENT ON CASH BOND	001-000-149-691	580.75
Paid Total:					907.75
Department 000 - UNDESIGNATED Total:					1,974.98
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-100-604-330	188.39
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-100-604-330	77.34
Outstanding Total:					265.73
Department 100 - BOARD OF ALDERMEN Total:					265.73
Department: 110 - MUNICIPAL COURT					
Outstanding					
MS LAW RESEARCH INSTITUT	5147	09/23/2020	9 CRIMINAL AFFIDAVIT BOOK	001-110-501-200	360.00
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-110-604-330	77.34
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,270.00
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-376	135.50
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-377	405.50
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-378	457.75
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-382	20,697.00
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-385	1,723.00
MS DEPT OF PUBLIC SAFETY	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,651.25
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-387	5,174.75
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-389	70.00
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-393	201.00
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-395	81.00
MS DEPT OF PUBLIC SAFETY	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-396	1,000.00
MS DEPT OF PUBLIC SAFETY	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-397	55.00

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	09.20	10/05/2020	SEPTEMBER 2020 MUNICIPAL COURT SETTLEMENT	001-110-330-398	6,673.00
AMAZON CAPITAL SERVICES, INC.	1T4X-WW3Y-FW6N	10/09/2020	CREDIT FOR JUDGE'S ROBE	001-110-501-200	-76.48

Outstanding Total: 41,983.73

Department 110 - MUNICIPAL COURT Total: 41,983.73

Department: 120 - MAYORS OFFICE

Outstanding

SLAUGHTER & ASSOCIATES, PLLC	09.20.20	09/20/2020	ANNEXATION	001-120-600-300	15,698.99
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4034169603	10/01/2020	NZG06107	001-120-604-330	28.40
CANON SOLUTIONS AMERICA	4034180039	10/01/2020	JME15733	001-120-604-330	26.40

Outstanding Total: 15,859.25

Department 120 - MAYORS OFFICE Total: 15,859.25

Department: 123 - IT

Outstanding

WAUKAWAY DISTRIBUTORS, INC	61647	09/08/2020	4 FIVE GALLON BOTTLES OF WATER-IT	001-123-691-550	32.80
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-123-604-330	121.06
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0032713	09/28/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
BLUIP, INC.	107241	10/01/2020	OCTOBER 2020 SERVICES	001-123-604-330	3,064.61
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-123-604-330	77.34
WAUKAWAY DISTRIBUTORS, INC	CLR1020-48	10/01/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
GOVERNMENT LEASING COMPANY	23104-15	10/12/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	23851-9	10/12/2020	LEASE #23851/5 SAFECITY CAMERAS	001-123-918-806	667.00

Outstanding Total: 5,593.93

Department 123 - IT Total: 5,593.93

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-145-604-330	47.19
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-145-604-330	77.34
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-145-604-330	4.00
WATERMARK PRINTERS LLC	13598	10/05/2020	PRINTING ON FOREVER STAMPED ENVELOPES	001-145-501-200	82.00

Outstanding Total: 238.65

Department 145 - OTHER ADMINISTRATIVE Total: 238.65

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	1100205	10/01/2020	BOND FOR ALEXIS ROBINSON	001-159-620-371	175.00
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Outstanding Total: 175.00

Department 159 - BONDING-CITY EMPLOYEES Total: 175.00

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 169 - LEGAL					
Outstanding					
CHARLES BRUCE BROWN, ATTORNEY	INV0032695	09/28/2020	VS WILLIAM C. CROSBY	001-169-600-309	200.00
Outstanding Total:					200.00
Department 169 - LEGAL Total:					200.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	27601	09/08/2020	TESTING FOR BILLY SHED	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	27658	09/14/2020	TESTING FOR ALEXIS ROBINSON	001-180-600-320	30.00
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-180-604-330	51.47
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
SULLIVAN'S OFFICE SUPPLY, INC.	58178	09/30/2020	FOLDERS, WRITING PADS, STAPLES, FOLDERS, PENS	001-180-501-200	159.79
Outstanding Total:					299.38
Department 180 - HUMAN RESOURCES Total:					299.38
Department: 190 - CITY PLANNER					
Outstanding					
CANON SOLUTIONS AMERICA	4033606436.	08/01/2020	DRL72630	001-190-604-330	6.66
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-190-604-330	86.87
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4034180039	10/01/2020	JME15733	001-190-604-330	26.40
MUNICODE	349286	10/06/2020	ONLINE CODE HOSTING 10.01.20-09.30.21	001-190-690-554	900.00
Outstanding Total:					1,125.38
Department 190 - CITY PLANNER Total:					1,125.38
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CITY GLASS CO	39053	09/01/2020	SAFETY SHIELD STAND W/PLEXIGLASS/HAMPTON	001-192-535-233	271.67
MID-SOUTH UNIFORM & SUPPLY, INC	609464	09/20/2020	DISP GLOVES, 4 NAMEPLATE	001-192-535-233	280.00
AMAZON CAPITAL SERVICES, INC.	1G1Y-WYWT-HYDY	09/25/2020	WEBCAM FOR CONFERENCIN	001-192-535-233	43.90
CINTAS	4062880098	09/29/2020	CITY HALL 09.29.20	001-192-510-220	31.29
CINTAS	4062880123	09/29/2020	HAND SANITIZING STANDS 09.29.20	001-192-535-233	33.78
SERVICEMASTER RESTORATION BY ONECALL	202814-1006	09/30/2020	CONCESSION STAND CLEANIN	001-192-535-233	1,475.00
CARROT-TOP INDUSTRIES INC	47782100	09/30/2020	6 U.S. FLAGS FOR CITY HALL	001-192-630-403	392.23
JAN-PRO OF MS	858834	10/01/2020	OCT. 2020 JANITORIAL SVCS-CITY HALL	001-192-600-338	1,619.00
WALMART -GENERAL CITY	02508	10/02/2020	LATEX GLOVES, SANITIZER, INVOICE BOOKS, SNACKS	001-192-535-233	13.72
WALMART -GENERAL CITY	004655	10/03/2020	FACE MASKS, WATER DISPENSER, CUPS, SWEET TEA	001-192-535-233	14.94
NEWELL PAPER COMPANY	3116203	10/05/2020	DISINFECTANT, CLEANERS, TOWELS	001-192-535-233	43.00
CINTAS	4063620234	10/06/2020	HAND SANITIZING STANDS 10.06.20	001-192-535-233	33.78
CINTAS	4063620254	10/06/2020	CITY HALL 10.06.20	001-192-510-220	31.29
AMAZON CAPITAL SERVICES, INC.	1L4W-DXLY-JTY7	10/08/2020	GROUP HD VIDEO AND AUDIO CONF. SYSTEM	001-192-535-233	979.90
PETTY CASH VOUCHERS	10.13.20	10/13/2020	FIRST AID SUPPLIES	001-192-510-220	8.03

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0032725	10/14/2020	UTILITY BILLS BY DEPT	001-192-625-380	3,460.35
Outstanding Total:					8,731.88
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					8,731.88

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	2220	10/01/2020	1ST QTR FY21 GSDP MEMBERSHIP DUES	001-195-951-966	6,250.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8919	10/06/2020	OUTSIDE CONT. AGING/DEL. MEALS FY2021	001-195-690-454	6,999.00
HERITAGE MUSEUM	INV0032704	10/09/2020	FY 21 ANNUAL CONTRIBUTIO	001-195-951-969	5,000.00
Outstanding Total:					18,249.00
Paid					
OKT COUNTY	151625	09/22/2020	GT LINK ANNUAL SPONSOR FEE FY21	001-195-951-967	20,000.00
OKT COUNTY	151625-R	09/22/2020	GT LINK ANNUAL SPONSOR FEE FY21	001-195-951-967	-20,000.00
Paid Total:					0.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					18,249.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding					
HAMPTON YOUNG CORP.	128	10/01/2020	SEPT. 2020 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	128	10/01/2020	SEPT. 2020 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	128	10/01/2020	SEPT. 2020 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00

Department: 197 - ENGINEERING

Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	58081	09/28/2020	HIGHLIGHTERS, TAPE,PENS, POST ITS, MARKERS, ETC.	001-197-501-200	194.28
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
SULLIVAN'S OFFICE SUPPLY, INC.	58182	09/30/2020	SHIPPING LABELS	001-197-501-200	10.09
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-197-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	1MYK-LIQ9-LDRR	10/01/2020	CREAMER, BATTERIES, SUGAR PACKETS	001-197-501-200	75.90
CANON SOLUTIONS AMERICA	4034180039	10/01/2020	JME15733	001-197-604-330	26.40
MARK E. SHAW	7	10/05/2020	CONTRACT LABOR 09/21/20 - 10/02/20	001-197-600-308	157.50
FUELMAN / FLEETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-197-525-231	26.03
FUELMAN / FLEETCOR	NP58990223	10/12/2020	FUEL REPORT 10/05/20 - 10/11/20	001-197-525-231	53.58
TRUSTMARK NATIONAL BANK	10.27.20	10/13/2020	#93894/2 TACOMAS	001-197-820-874	433.16
TRUSTMARK NATIONAL BANK	10.27.20	10/13/2020	#93894/2 TACOMAS	001-197-830-873	3.79
Outstanding Total:					1,086.18
Department 197 - ENGINEERING Total:					1,086.18

Department: 201 - POLICE DEPARTMENT

Outstanding					
NEWELL PAPER COMPANY	3105295	06/11/2020	COPY PAPER, TOWELS	001-201-501-200	97.62
SHEPS CLEANERS-POLICE ACCOUNT	11389	08/24/2020	ALTERATIONS & PATCHES FOR HORTON	001-201-535-233	20.00
DANNY MCCLUSKEY TOWING	2608	09/03/2020	TOW JAQUAR FROM QUALITY INN TO IMPOUND	001-201-600-300	75.00
SHEPS CLEANERS-POLICE ACCOUNT	12255	09/09/2020	ALTERATIONS FOR SOTOMENESES	001-201-535-233	48.00

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WALMART -GENERAL CITY	07311	09/15/2020	TEES AND LICENSED HAT	001-201-556-251	20.22
SHEPS CLEANERS-POLICE ACCOUNT	12756	09/17/2020	ALTERATIONS FOR GILLEN	001-201-535-233	24.00
MID-SOUTH UNIFORM & SUPPLY, INC	609464	09/20/2020	DISP GLOVES, 4 NAMEPLATE	001-201-535-233	96.72
ARMY NAVY PAWN SHOP	092120A	09/21/2020	4 PAIR PANTS	001-201-535-233	161.00
DANNY MCCLUSKEY TOWING	2610	09/21/2020	TOW #8064 TO TUPELO TRAINING	001-201-600-300	175.00
DANNY MCCLUSKEY TOWING	2698	09/22/2020	TOW PATROL CAR 8069 TO TRI-STARR	001-201-600-300	80.00
GTPDD PHARMACY	26504	09/23/2020	MEDS FOR PRISONERS	001-201-541-240	33.63
S&K DOOR AND SPECIALTY COMPANY, INC.	71942	09/23/2020	RESET CABLES ON OVERHEAD DOOR	001-201-600-300	125.00
AXON ENTERPRISE, INC	SI-1685554	09/23/2020	TASER CARTRIDGE BATTERY PACKS	001-201-556-251	1,467.50
WATERMARK PRINTERS LLC	13571	09/24/2020	150 BUSINESS CARDS FOR JOHN PEARSON	001-201-615-343	36.00
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-201-604-330	2,249.94
TRI-STARR MUFFLER & BRAKE	778299	09/25/2020	S-94 BULB IN FRONT DRIVER MARKER LIGHT	001-201-630-360	41.50
ARMY NAVY PAWN SHOP	13178	09/28/2020	TARGETS	001-201-556-251	325.00
SHEPS CLEANERS-POLICE ACCOUNT	13448	09/28/2020	ALTERATIONS FOR HANOHAN	001-201-535-233	20.00
GERALD O'BRIEN, DR. LTD	M-15987	09/28/2020	PRE-EMP EVALUATION/NASON & RUSH	001-201-600-300	200.00
MID-SOUTH UNIFORM & SUPPLY, INC	609503	09/29/2020	PANTS & SHIRTS FOR SOTOMENESES	001-201-535-233	594.01
CADENCE /ELAN VISA	1269340893	09/30/2020	ADOBE CREATIVE CLOUD AFTER EFFECTS SOFTWARE	001-201-556-251	256.67
SHEPS CLEANERS-POLICE ACCOUNT	13556	09/30/2020	ALTERATIONS FOR NASON	001-201-535-233	12.00
TRI-STARR MUFFLER & BRAKE	777964	09/30/2020	#9549 AC FITTLING, WIPER BLADES, FREON	001-201-630-360	202.38
CITY OF COLUMBUS	823	09/30/2020	FORENSIC LAB SERVICES INV # 823	001-201-600-300	360.00
SCOTT PETROLEUM DIV. #15	832152	09/30/2020	FIRE STATION 5- ACCT # 1178541	001-201-545-238	402.76
OKTIBBEHA COUNTY SHERIFF'S OFFICE	10.01.20	10/01/2020	FEEDING INMATES SEPT. 2020	001-201-541-237	10,950.00
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-201-604-330	77.33
THYSSENKRUPP ELEVATOR CORP	3005510209	10/01/2020	ELEV. MAINT CONTRACT-POLICE -10/01/20-12/31/20	001-201-630-426	1,007.63
CANON SOLUTIONS AMERICA	4034173833	10/01/2020	JMQ18879	001-201-604-330	75.19
CANON SOLUTIONS AMERICA	4034176791	10/01/2020	JMQ18878	001-201-604-330	88.87
MID-SOUTH UNIFORM & SUPPLY, INC	609562	10/01/2020	NAMEPLATES FOR 4 OFFICERS	001-201-535-233	119.00
DANNY MCCLUSKEY TOWING	2699	10/02/2020	TOW GMC YUKON TO IMPOUND	001-201-600-300	125.00
WALMART -GENERAL CITY	07969	10/05/2020	2TB EXT HARD DRIVE, DVDS, HALLOWEEN SUPPLIES	001-201-556-251	83.88
WALMART -GENERAL CITY	07969	10/05/2020	2TB EXT HARD DRIVE, DVDS, HALLOWEEN SUPPLIES	001-201-691-550	84.03
FUELMAN / FLEETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-201-525-231	1,673.89
IVY AUTO PARTS, LLC.	647136	10/06/2020	#9422 BATTERY	001-201-630-360	106.66
SUNBELT FIRE APPARATUS	123948	10/08/2020	ANNUAL PUMP TESTING LADDER 2	001-201-630-360	195.00
FUELMAN / FLEETCOR	NP58990223	10/12/2020	FUEL REPORT 10/05/20 - 10/11/20	001-201-525-231	1,490.79

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0032725	10/14/2020	UTILITY BILLS BY DEPT	001-201-625-380	3,720.27
Outstanding Total:					26,998.82
Department 201 - POLICE DEPARTMENT Total:					26,998.82
Department: 261 - FIRE DEPARTMENT					
Outstanding					
TRI-COUNTY HAZ-MAT	21-004	07/09/2020	TRI COUNTY HAZ-MAT BUDGET-STARKVILLE 2021	001-261-600-331	2,500.00
SHEPS CLEANERS- FIRE ACCOUNT	12022	09/03/2020	6 PAIR TROUSERS, 4 SHIRTS/CLARENCE PARKS	001-261-600-430	45.00
SHEPS CLEANERS- FIRE ACCOUNT	12070	09/04/2020	3 TROUSERS, 4 SHORT COATS/ C.YARBROUGH	001-261-600-430	38.50
W.S. DARLEY & CO.	17408900	09/08/2020	ACCOUNTABILITY TAGS- ROCKWELL, STARKS, LINDSEY	001-261-535-233	36.85
ARMY NAVY PAWN SHOP	66976	09/08/2020	2 BELTS, 2 PANTS, 2 BOOTS	001-261-535-233	214.00
IAAI	40071	09/15/2020	MEMBERSHIP RENEWAL/MARK MCCURDY	001-261-554-240	125.00
JONES & BARTLETT LEARNING, LLC	117746	09/21/2020	5 FIREFIGHT SKILLS & HAZMAT BOOKS	001-261-502-201	333.56
SHEPS CLEANERS- FIRE ACCOUNT	12948	09/21/2020	8 PAIR TROUSERS & 1 SHIRT/C.YARBROUGH	001-261-600-430	47.00
MAXXSOUTH BROADBAND	INV0032710	09/21/2020	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-604-330	152.44
MAXXSOUTH BROADBAND	INV0032711	09/21/2020	ACCT #8282 41 101 0005495 FIRE STATION #2	001-261-604-330	88.95
JONES & BARTLETT LEARNING, LLC	117744	09/22/2020	8 FIREFIGHT SKILLS & HAZMAT BOOKS	001-261-502-201	719.70
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-261-604-330	240.50
STARKVILLE AUTO PARTS	137631	09/28/2020	CAR WASH CONCENTRATE	001-261-630-360	29.99
POWERSTROKE EQUIPMENT SALES & SVC	5058	09/28/2020	CASE OF PREMIX FUEL	001-261-630-360	59.92
BILLY SHED	INV0032693	09/28/2020	REIMB MEALS FOR TRAINING	001-261-600-390	8.71
CHASE BLAIR	INV0032694	09/28/2020	REIMB MEAL FROM TRAINING	001-261-600-390	10.02
DYLAN ROCKWELL	INV0032701	09/28/2020	REIMB MEALS FOR 4 FIREFIGHTERS' TRAINING	001-261-600-390	41.14
GEORGE GRANFIELD	INV0032703	09/28/2020	REIMB MEAL FROM CPAT TRAINING	001-261-600-390	15.00
JONATHAN LINDSEY	INV0032706	09/28/2020	REIMB MEAL & GAS FOR MSFA TRAINING	001-261-600-390	36.71
RYAN CLASSEN	INV0032716	09/28/2020	REIMB MEAL EXP FOR CPAT TRAINING	001-261-600-390	13.01
TERRY THOMPSON	INV0032717	09/28/2020	REIMB GAS EXP/CPAT TRAINING	001-261-600-390	20.00
STARKVILLE COMPUTERS	35418	09/29/2020	HDMI CABLE	001-261-555-250	18.99
PRESTON NEWMAN	INV0032715	09/29/2020	REIMB UNIFORM PURCHASE FOR EMT CLASS	001-261-535-233	60.99
WALMART -GENERAL CITY	00827	10/01/2020	JANITORIAL SUPPLIES	001-261-555-208	124.03
ALARM SECURITIES, INC. dba ASI	10012020-126	10/01/2020	OCT. 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-261-604-330	77.33
EAST MISSISSIPPI COMMUNITY COLLEGE	21-00501MA	10/01/2020	EMS TUITION FOR NEWMAN AND LANE	001-261-600-390	3,556.86
SUNBELT FIRE APPARATUS	123838	10/02/2020	REPAIRS TO E4	001-261-630-360	976.70
NORTHEAST EXTERMINATING	23301	10/02/2020	FIRE STATION # 1 / 10.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	23302	10/02/2020	FIRE STATION #3 / 10.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	23303	10/02/2020	FIRE STATION # 5 / 10.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	23304	10/02/2020	FIRE STATION #2 / 10.02.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	23305	10/02/2020	FIRE STATION #4 / 10.02.20	001-261-558-269	22.00
STATE FIRE ACADEMY	28426	10/02/2020	FIRE SERVICE INSTRUCTION 1&2 1041/11 OFFICERS	001-261-600-390	1,030.00
STATE FIRE ACADEMY	28428	10/02/2020	FIRE OFFICER 1021 1&2/8 OFFICERS	001-261-600-390	1,964.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
NCS DISTRIBUTION INC	40044653	10/02/2020	FIREMEN'S FRIEND DRYING CLOTHS	001-261-630-360	109.77
UPS	54E5Y400	10/03/2020	SHIPPING CHARGES	001-261-604-330	35.94
NEWELL PAPER COMPANY	3116203	10/05/2020	DISINFECTANT, CLEANERS, TOWELS	001-261-555-208	203.13
FUELMAN / FLEETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-261-525-231	424.74
LOWE'S-FIRE	908586	10/06/2020	4 MOP HANDLES	001-261-555-208	35.96
WALMART-GENERAL CITY	06217	10/07/2020	MF TWL 30 PK (2), BATTERIES	001-261-555-250	53.82
COLUMBUS RUBBER & GASKET CO., INC.	614547	10/07/2020	CYLINDER REPAIR	001-261-630-360	209.00
ATMOS ENERGY	INV0032722	10/07/2020	#3055511080 /FIRESTATION #	001-261-625-380	71.30
SUNBELT FIRE APPARATUS	123944	10/08/2020	ANNUAL PUMP TESTING + SVC CHARGE/ENGINE 4	001-261-630-360	445.00
SUNBELT FIRE APPARATUS	123945	10/08/2020	ANNUAL PUMP TESTING ENGINE 3	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	123946	10/08/2020	ANNUAL PUMP TESTING ENGINE 5	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	123947	10/08/2020	ANNUAL PUMP TESTING LADDER 1	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	123949	10/08/2020	ANNUAL PUMP TESTING ENGINE 31	001-261-630-360	195.00
AUSTIN SPEARS	INV0032692	10/08/2020	REIMB LUNCH FOR TRAINING CLASS	001-261-600-390	8.49
MARQUANDRIC STARKS	INV0032707	10/08/2020	REIMB MEAL FOR HAZMAT TRAINING	001-261-600-390	15.00
AUSTIN SPEARS	INV0032696	10/09/2020	REIMB MEAL FROM HAZMAT TRAINING	001-261-600-390	9.07
BILLY SHED	INV0032697	10/09/2020	REIMB MEAL FROM HAZMAT TRAINING	001-261-600-390	7.97
CLARENCE PARKS	INV0032698	10/09/2020	REIMB MEAL FROM HAZMAT TRAINING	001-261-600-390	14.92
CHASE BLAIR	INV0032699	10/09/2020	REIMB MEAL FROM HAZMAT TRAINING	001-261-600-390	15.00
DYLAN ROCKWELL	INV0032700	10/09/2020	REIMB MEAL FOR HAZMAT TESTING	001-261-600-390	12.92
GEORGE GRANFIELD	INV0032702	10/09/2020	REIMB MEAL FROM HAZMAT TESTING	001-261-600-390	11.27
JONATHAN LINDSEY	INV0032705	10/09/2020	REIMB MEAL & GAS FOR MSFA TRAINING	001-261-600-390	32.92
FUELMAN / FLEETCOR	NP58990223	10/12/2020	FUEL REPORT 10/05/20 - 10/11/20	001-261-525-231	700.46
MSU CENTER FOR CONT. EDUCATION	XE2177FY2106	10/13/2020	INSPECTION & ASSESSMENT REFRESHER/MARK MCCURDY	001-261-600-390	200.00
STARKVILLE UTILITIES	INV0032725	10/14/2020	UTILITY BILLS BY DEPT	001-261-625-380	958.34
Outstanding Total:					17,102.74

Department 261 - FIRE DEPARTMENT Total: 17,102.74

Department: 281 - BUILDING/CODES OFFICE

Outstanding					
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-281-604-330	51.47
MAXXSOUTH BROADBAND	INV0032709	09/28/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
PACE PAYMENT SYSTEMS	MG1187	09/30/2020	PACE EQUIPMENT PACKAGE PAX S80	001-281-501-200	190.00
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-281-604-330	77.33
CANON SOLUTIONS AMERICA	4034180039	10/01/2020	JME15733	001-281-604-330	26.39
VERIZON-RETAIL	CD-B-100220-22	10/02/2020	IPAD AND CASE FOR STEIN MCMULLEN	001-281-630-360	499.98
FUELMAN / FLEETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-281-525-231	39.44
INTERNATIONAL CODE COUNCIL*	100958901	10/08/2020	ORDER# 100958901/ 2021 INT. CODE BOOKS	001-281-502-201	2,203.50

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	10.27.20	10/13/2020	#93894/2 TACOMAS	001-281-820-874	433.16
TRUSTMARK NATIONAL BANK	10.27.20	10/13/2020	#93894/2 TACOMAS	001-281-830-873	3.79
Outstanding Total:					3,553.17
Department 281 - BUILDING/CODES OFFICE Total:					3,553.17

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0032724	10/14/2020	CIVIL AIR PATROL 99633-001	001-290-625-380	116.00
Outstanding Total:					116.00
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					116.00

Department: 301 - STREET DEPARTMENT

Outstanding					
BELL BUILDING SUPPLY, INC.	280543	03/03/2020	8 REBAR PIECES	001-301-560-270	53.64
STARKVILLE AUTO PARTS	131432	03/05/2020	SUPPLIES	001-301-630-360	11.99
DEEP SOUTH EQUIPMENT	J02336	04/27/2020	COMPRESSOR, AIR SPRING	001-301-630-400	2,227.77
G&C SUPPLY CO., INC	6781170	06/29/2020	SVC, IGNITION SWITCH		
STARKVILLE AUTO PARTS	135327	07/17/2020	RAILROAD AND PARKING SIG	001-301-565-272	541.80
			REFRIGERANT, ADHESIVE	001-301-630-360	65.52
			SEALANT		
STARKVILLE AUTO PARTS	135328	07/17/2020	SYDR FITTING	001-301-630-360	28.44
STARKVILLE AUTO PARTS	135379	07/20/2020	EGR VALVE, SWAY BAR LINK KI	001-301-630-360	199.93
STARKVILLE AUTO PARTS	135491	07/23/2020	CARB CLEANER	001-301-630-360	5.29
SULLIVAN'S OFFICE SUPPLY, INC.	56581	07/31/2020	SIGNATURE STAMP	001-301-555-250	24.95
STARKVILLE AUTO PARTS	136264	08/14/2020	AC LEAK DYE	001-301-630-360	27.98
STARKVILLE AUTO PARTS	136272	08/14/2020	OIL FILTER, OIL, SEAFOAM	001-301-630-360	57.42
OKT COUNTY	A3626	08/21/2020	250 GALLONS CRS2	001-301-560-270	900.00
OKT COUNTY	A3633	08/24/2020	250 GALLONS CRS2	001-301-560-270	900.00
STARKVILLE AUTO PARTS	136620	08/25/2020	AC COND CORE	001-301-630-360	249.99
STARKVILLE AUTO PARTS	136692	08/27/2020	BMR KIT, BLOWER MOTOR, FREIGHT	001-301-630-360	348.97
BELL BUILDING SUPPLY, INC.	297774	08/31/2020	2 DRILLS	001-301-555-250	18.98
G&C SUPPLY CO., INC	6790589	09/11/2020	50 GALVANIZED ROUND POST	001-301-565-272	1,131.50
OKT COUNTY	A3676	09/14/2020	250 GALLONS CRS2	001-301-560-270	900.00
TRAILBOSS TRAILERS, INC.	122350	09/22/2020	REPAIR & REPLACE OAK DECKING ON 35 TON TRAILER	001-301-630-400	3,450.00
NEWELL PAPER COMPANY	3115220	09/24/2020	4 CASES SCRIM WIPERS	001-301-555-250	216.05
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-301-604-330	51.47
BELL BUILDING SUPPLY, INC.	299830	09/25/2020	SAW BLADES, SOCKETS, HAMMER, WEDGE ANCHOR	001-301-555-250	154.97
BULLDOG TOWING & RECOVERY	42095	09/25/2020	TOW TRUCK #700 (FORD F250) TO CITY SHOP	001-301-630-360	125.00
G&C SUPPLY CO., INC	6792068	09/25/2020	132 12FT GALVANIZED POSTS	001-301-565-272	2,937.96
CADENCE /ELAN VISA	18210	09/28/2020	ACADEMY SPORTS/BOOTS	001-301-535-233	79.99
CUSTOM PRODUCTS CORPORATION	341124	09/29/2020	STOP AHEAD SIGNS	001-301-565-272	584.58
CINTAS	4062880105	09/29/2020	STREET DEPT. 09.29.20	001-301-555-250	72.03
CLARKE MOSQUITO CONTROL	5093154	09/29/2020	10 BIOMIST	001-301-515-221	1,290.78
WATERS TRUCK & TRACTOR CO. INC.	01P182277	09/30/2020	TRANSMITTER SPEED SENSOR	001-301-630-360	323.02
GATEWAY TIRE & SERVICE CENTER	1018-132439	09/30/2020	REPAIR TRAILER TIRE	001-301-630-400	105.65
NEWELL PAPER COMPANY	3115935	09/30/2020	TISSUE, TOWELS, FOAM CUPS	001-301-555-250	198.69
BERGKAMP INC.	44149	09/30/2020	THERMO 500F ANG	001-301-630-360	161.33
OKT COUNTY	A3710	09/30/2020	250 GALLONS CRS2	001-301-560-270	900.00
WATERS TRUCK & TRACTOR CO. INC.	01P182303	10/01/2020	PULLEY FOR GENERATOR	001-301-630-400	105.72
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-301-604-330	77.33
PAUL BRAND	084084	10/03/2020	CDL TEST, CLASS A FOR C. BLACK	001-301-691-550	300.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
APAC-MISSISSIPPI, INC	4000100598	10/03/2020	2.02 TONS OF ASPHALT	001-301-560-270	148.47
FUELMAN / FLETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-301-525-231	492.77
GATEWAY TIRE & SERVICE CENTER	1018-132749	10/06/2020	TRUCK #706 NEW TIRE	001-301-630-360	304.22
BELL BUILDING SUPPLY, INC.	300745	10/06/2020	PROPANE 14.1 CYL FOR TRUCK 706	001-301-630-360	5.25
BELL BUILDING SUPPLY, INC.	300746	10/06/2020	LIGHTER OXY/ACETYLENE FOR TRUCK 706	001-301-630-360	4.59
CINTAS	4063620161	10/06/2020	STREET DEPT. 10.06.20	001-301-555-250	35.00
LOWE'S-STREET	902488	10/06/2020	QUIKRETE, HYDRAULIC WATER SEALANT	001-301-560-270	61.16
CHRIS BLACK	322375	10/07/2020	REIMB CDL LICENSE EXPENSE	001-301-691-550	55.00
SULLIVAN'S OFFICE SUPPLY, INC.	93812CM	10/07/2020	OUTSTANDING CREDIT	001-301-555-250	-40.34
CADENCE /ELAN VISA	412450	10/08/2020	WORK BOOTS FOR BELL, SYKES, LUCIOUS	001-301-535-233	263.97
MSU FACILITIES	INV0032714	10/08/2020	TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211	001-301-625-380	22.00
MANAGEMENT- TRAFFIC LIGH					
FUELMAN / FLETCOR	NP58990223	10/12/2020	FUEL REPORT 10/05/20 - 10/11/20	001-301-525-231	503.10
FOUR COUNTY ELECTRIC	INV0032723	10/14/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	191.00
POWER ASSOCIATION					
STARKVILLE UTILITIES	INV0032725	10/14/2020	UTILITY BILLS BY DEPT	001-301-625-380	307.95
STARKVILLE UTILITIES	INV0032725	10/14/2020	UTILITY BILLS BY DEPT	001-301-625-380	18.78
Outstanding Total:					21,201.66

Department 301 - STREET DEPARTMENT Total: 21,201.66

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	001-360-604-330	35.59
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	001-360-604-330	77.33
FUELMAN / FLETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-360-525-231	30.62
OKTIBBEHA COUNTY	INV0032718	10/13/2020	1ST QTR CONTRIBUTION FY 2	001-360-951-955	31,250.00
HUMANE SOCIETY, IN					

Outstanding Total: 31,393.54

Department 360 - ANIMAL CONTROL Total: 31,393.54

Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK

Outstanding

MS STATE UNIVERSITY	INV0032719	10/13/2020	1ST QTR CONTRIBUTION FY 2	001-541-625-380	5,000.00
AGRICENTER					

Outstanding Total: 5,000.00

Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total: 5,000.00

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

RACKLEY OIL INC.	122621	09/01/2020	GAS AND DIESEL	001-550-525-231	123.44
RACKLEY OIL INC.	122626	09/08/2020	GAS AND DIESEL	001-550-525-231	125.82
RACKLEY OIL INC.	122629	09/14/2020	GAS, DIESEL, FUEL TREATMEN	001-550-525-231	120.10
RACKLEY OIL INC.	122632	09/16/2020	GAS AND DIESEL	001-550-525-231	88.92
RACKLEY OIL INC.	122637	09/23/2020	GAS AND DIESEL	001-550-525-231	140.48
PARK CATALOG, THE	146065079	09/24/2020	PICNIC TABLES	001-550-501-110	4,973.00
BSN SPORTS	910081848	09/24/2020	ACHOR CLEAN OUT TOOL	001-550-501-415	113.10
TERRY SVC., INC	74100	09/25/2020	REPLACED CONTROL VALVE & ACTUATOR/SPORTSPLEX	001-550-630-426	489.00
ATMOS ENERGY	INV0032721	09/28/2020	# 3018222235/PARKS ADMIN	001-550-600-340	28.83
WALMART -GENERAL CITY	03939	09/29/2020	BINGO PRIZES FOR SENIOR CITIZENS	001-550-501-220	140.18
ORIENTAL TRADING COMPANY, INC.	705316574-01	09/29/2020	HALLOWEEN SUPPLIES	001-550-501-220	199.27

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
WASTE PRO	203683	09/30/2020	DUMPSTER RENTAL 09.01.20-09.04.20	001-550-600-300	412.60
CADENCE /ELAN VISA	3798444488	09/30/2020	GSUITES MONTHLY CHARGE-PARKS	001-550-600-330	134.20
CINTAS-PARKS	4063037379	09/30/2020	WEEKLY MAT CLEANING 09.30.20	001-550-501-208	37.83
WADE INCORPORATED	P72555	09/30/2020	AIR FILTERS	001-550-600-370	140.06
AMAZON CAPITAL SERVICES, INC.	1Y74-1N9V-M1KK	10/01/2020	ADAPTIVE EQUIPMENT	001-550-501-220	708.38
LOWE'S- PARKS	910095	10/01/2020	FIRE ANT KILLER, FLEX SEAL, GORILLA GLUE, PVC REPA	001-550-501-200	116.68
WAUKAWAY DISTRIBUTORS, INC	CLR1020-273	10/01/2020	MONTHLY COOLER RENTAL - PARKS	001-550-501-200	20.00
ANYTIME COOLING & HEATING, LLC	482	10/02/2020	EVAPORATOR COIL, FREON	001-550-600-300	1,163.65
AMAZON CAPITAL SERVICES, INC.	1YKT-3RH1-7KMK	10/04/2020	2 CARD READERS, ADAPTER CABLES	001-550-501-200	46.37
AMAZON CAPITAL SERVICES, INC.	1YKT-3RH1-FJWN	10/04/2020	WATER FOUNTAIN REPAIRS-PUSH BARS	001-550-600-370	81.58
WALMART -GENERAL CITY	09348	10/05/2020	HP PRINTER AND INK	001-550-555-250	245.97
OKTIBBEHA COUNTY COOPERATIVE	609991	10/05/2020	4 NIFTY NABBERS, CHAIN	001-550-501-200	133.83
VERIZON-RETAIL	N15452	10/05/2020	IPHONE 11 & CASE FOR DOHERTY	001-550-555-250	293.99
FUELMAN / FLEETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	001-550-525-231	171.07
NEXTSTEP INNOVATION	NSI19274	10/05/2020	3 DELL LATITUDE COMPUTERS	001-550-555-250	4,767.00
WAUKAWAY DISTRIBUTORS, INC	62228	10/06/2020	BOTTLE RETURNS PARKS	001-550-501-200	-53.20
WALMART -GENERAL CITY	09704	10/07/2020	BINGO PRIZES, HALLOWEEN ACT. FOR SR. CITIZENS	001-550-501-220	96.37
LISA COX	09706	10/07/2020	REIMB WALMART PURCHASE/BINGO PRIZES	001-550-501-220	93.55
CINTAS-PARKS	4063734368	10/07/2020	WEEKLY MAT CLEANING 10.07.20	001-550-501-208	37.83
BSN SPORTS	910235274	10/07/2020	BASES, SOCCER NETS, FLAGS, POLES, BOWLING SETS	001-550-501-220	454.83
BSN SPORTS	910235274	10/07/2020	BASES, SOCCER NETS, FLAGS, POLES, BOWLING SETS	001-550-501-415	3,487.20
AMAZON CAPITAL SERVICES, INC.	1QV3-H4TK-96CJ	10/08/2020	2 ETHERNET CABLES	001-550-555-250	22.97
FUELMAN / FLEETCOR	NP58990223	10/12/2020	FUEL REPORT 10/05/20 - 10/11/20	001-550-525-231	37.64
STARKVILLE UTILITIES	INV0032725	10/14/2020	UTILITY BILLS BY DEPT	001-550-600-340	6,263.85
Outstanding Total:					25,456.39
Department 550 - PARKS AND REC DEPARTMENT Total:					25,456.39
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1063736	03/13/2020	STARKVILLE HIGH SCHOOL BRIDGE- FEB. 2020 SVCS	001-600-912-805	3,480.03
NEEL-SCHAFER	1063737	03/13/2020	OLD WEST RD BRIDGE REPLACEMENT	001-600-912-806	3,541.36
Outstanding Total:					7,021.39
Department 600 - CAPITAL PROJECTS Total:					7,021.39
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
STARKVILLE/OKTIBBEHA LIBRARY	INV0032720	10/13/2020	1ST QTR CONTRIBUTION FY 2	001-653-900-802	50,000.00
Outstanding Total:					50,000.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					50,000.00

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Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK WHITNEY BANK	09.01.20 2018	09/01/2020	MDBSTARKV18/GO PUB IMP BOND PROJ 2018	001-800-830-873	68,778.04
HANCOCK WHITNEY BANK	09.01.20 2019	09/01/2020	MDBSTARK19/SPO PUB IMP BOND SERIES 2019	001-800-820-881	164,000.00
HANCOCK WHITNEY BANK	09.01.20 2019	09/01/2020	MDBSTARK19/SPO PUB IMP BOND SERIES 2019	001-800-830-884	-0.04
HANCOCK WHITNEY BANK	09.01.20 2019	09/01/2020	MDBSTARK19/SPO PUB IMP BOND SERIES 2019	001-800-830-884	34,800.00
HANCOCK WHITNEY BANK	36276	09/24/2020	STARKVILLE16/ SER 2016 A AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK	36277	09/24/2020	STARK16B/ SER 2016 B AGENT FEE	001-800-840-876	850.00
HANCOCK WHITNEY BANK	36280	09/24/2020	STARKVILLE 17/GO TAX DEV BOND 2017 AGENT FEE	001-800-840-876	800.00
BANCORP SOUTH FUNDS MANAGEMENT	11.01.20	10/09/2020	STARKVILLE, MS BOND, SERIES 2011 MIDDLETON	001-800-830-826	5,397.50
Outstanding Total:					275,475.50
Department 800 - DEBT SERVICE Total:					275,475.50
Fund 001 - GENERAL FUND Total:					562,302.30

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT****Outstanding**

RACKLEY OIL INC.	538317	09/14/2020	GAS	015-505-525-231	63.53
TITAN AVIATION FUELS	3338095	09/21/2020	3453 AVGAS FUEL	015-505-525-232	9,615.28
RACKLEY OIL INC.	538838	09/21/2020	BLUE DEF EXHAUST FLUID	015-505-525-231	114.00
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	015-505-604-330	47.19
CLEARWATER INC., ENVIRONMENTAL ENGI	1222001	09/25/2020	2020 MDOT MULTI-MODAL GRANT-BRYAN FIELD	015-505-720-805	172.00
MAXXSOUTH BROADBAND	INV0032712	09/28/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	015-505-604-330	77.33
RACKLEY OIL INC.	539474	10/01/2020	GAS	015-505-525-231	94.63
TITAN AVIATION FUELS	R3339213	10/01/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
WALMART -GENERAL CITY	02508	10/02/2020	LATEX GLOVES, SANITIZER, INVOICE BOOKS, SNACKS	015-505-541-237	109.24
WALMART -GENERAL CITY	004655	10/03/2020	FACE MASKS, WATER DISPENSER, CUPS, SWEET TEA	015-505-541-237	60.03
MAXXSOUTH BROADBAND	INV0032708	10/06/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
IVY AUTO PARTS, LLC.	649246	10/07/2020	SOLENOID & RETURN PREV. SOLENOID PURCHASE	015-505-570-273	11.50
CITY ALIGNMENT SERVICE	74912	10/07/2020	REPAIRS TO 2004 CROWN VIC	015-505-630-400	197.85
MAGNOLIA BOTTLED WATER CO	43327	10/08/2020	2 FIVE GALLON BOTTLES OF WATER AIRPORT	015-505-691-550	15.00
Outstanding Total:					11,660.74
Department 505 - AIRPORT Total:					11,660.74
Fund 015 - AIRPORT FUND Total:					11,660.74

Fund: 016 - RESTRICTED AIRPORT**Department: 515 - RESTRICTED PROJECTS****Outstanding**

CLEARWATER INC., ENVIRONMENTAL ENGI	1222001	09/25/2020	2020 MDOT MULTI-MODAL GRANT-BRYAN FIELD	016-515-720-820	8,428.00
Outstanding Total:					8,428.00
Department 515 - RESTRICTED PROJECTS Total:					8,428.00
Fund 016 - RESTRICTED AIRPORT Total:					8,428.00

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
UNIVERSITY SCREENPRINT	2111	08/13/2020	4 WINDOW LOGOS INSTALLED	022-322-501-200	140.00
NORTHEAST EXTERMINATING	23394	09/01/2020	SANITATION/09.01.20	022-322-600-300	30.00
PAUL'S WELDING	0544	09/25/2020	REWORK LEFT SIDE REAR STE	022-322-630-360	111.00
CSPIRE WIRELESS	09.25.20	09/25/2020	ACCT#0030349386-CELL PHONE BILL	022-322-604-330	118.37
GATEWAY TIRE & SERVICE CENTER	1018-132193	09/25/2020	TRUCK #96A REPAIR FLIGHT	022-322-630-360	15.30
TRI-STATE TRUCKCENTER*	02W7336	09/28/2020	TRUCK #98 REPAIRS	022-322-630-360	1,291.25
GATEWAY TIRE & SERVICE CENTER	1018-132286	09/28/2020	TRUCK #95 2 NEW TIRES	022-322-630-360	591.20
GATEWAY TIRE & SERVICE CENTER	1018-132318	09/29/2020	TRUCK #91 TWO NEW TIRES	022-322-630-360	591.20
GATEWAY TIRE & SERVICE CENTER	1018-132324	09/29/2020	TRUCK #95 2 NEW TIRES & MOUNTS	022-322-630-360	591.20
GATEWAY TIRE & SERVICE CENTER	1018-132373	09/29/2020	TRUCK #126 REPAIR FLAT	022-322-630-360	15.30
GATEWAY TIRE & SERVICE CENTER	1018-132463	09/30/2020	TRUCK #41 ONE NEW TIRE & MOUNT	022-322-630-360	354.70
WALMART-GENERAL CITY	001146	10/01/2020	5 CASES OF WATER	022-322-555-250	18.02
WASTE MANAGEMENT	0767866-2132-6	10/01/2020	RECYCLING FOR SEPT. 2020	022-322-600-431	4,768.20
STARKVILLE AUTO PARTS	137728	10/01/2020	HYD FITTING AND PRIMARY WIRE	022-322-630-360	11.88
CSPIRE BUSINESS SOLUTIONS	1571912	10/01/2020	CSBS-643956	022-322-604-330	77.33
POWERSTROKE EQUIPMENT SALES & SVC	5071	10/01/2020	REPAIR STRING TRIMMER	022-322-630-400	156.45
GOLDEN TRIANGLE PLANNING & DEV. INC	8866	10/01/2020	SOLID WASTE BILLING/ SOLID WASTE MAILED ITEMS	022-322-600-364	226.50
GOLDEN TRIANGLE PLANNING & DEV. INC	8867	10/01/2020	SOLID WASTE BILLING/ SOLID WASTE BANK DRAFTS	022-322-600-364	9.00
GOLDEN TRIANGLE PLANNING & DEV. INC	8868	10/01/2020	SOLID WASTE BILLING/ SOLID WASTE STAFF HOURS	022-322-600-364	10.00
NORTHEAST EXTERMINATING	23395	10/02/2020	SANITATION/10.02.20	022-322-600-300	30.00
FASTENAL COMPANY	MSSTA94572	10/02/2020	240 PAIR COTTON/GLOVES, 24 PR SAFETY GLASSES	022-322-535-233	593.28
GATEWAY TIRE & SERVICE CENTER	1018-132606	10/03/2020	TRUCK #43 TWO NEW TIRES & MOUNTS	022-322-630-360	591.20
STARKVILLE AUTO PARTS	137838	10/05/2020	TRUCK #88 RADIATOR & ANTIFREEZE	022-322-630-360	270.93
STARKVILLE AUTO PARTS	137842	10/05/2020	TRUCK #39 STT LAMP	022-322-630-360	13.98
OKTIBBEHA COUNTY COOPERATIVE	609973	10/05/2020	HUB ASSY 5 BOLT	022-322-555-250	104.68
FUELMAN / FLEETCOR	NP58960360	10/05/2020	FUEL REPORT 09/28/20 - 10/04/20	022-322-525-231	1,100.46
STARKVILLE AUTO PARTS	137977	10/09/2020	6 SETS WIPER BLADES FOR TRUCKS	022-322-555-250	85.94
FUELMAN / FLEETCOR	NP58990223	10/12/2020	FUEL REPORT 10/05/20 - 10/11/20	022-322-525-231	1,462.65
GTR SOLID WASTE MGMT. AUTH	09.30.20	10/13/2020	SEPT. 2020 SOLID WASTE TICKETS	022-322-600-379	33,272.18
Outstanding Total:					46,652.20
Department 322 - SANITATION DEPARTMENT Total:					46,652.20
Fund 022 - ENVIRONMENTAL SERVICES Total:					46,652.20

Expense Approval Report

Post Dates: 10/6/2020 - 10/14/2020

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESSMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-311288	10/01/2020	MONTHLY COURT MAINT- OCT. 2020	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY SUPERVISORS	256780	09/17/2020	JONES WALKER INV#1043437	303-600-600-309	77.50
OKT COUNTY SUPERVISORS	124585	09/23/2020	HEADWATERS INV#124585	303-600-600-309	12,977.36
Outstanding Total:					13,054.86
Department 600 - CAPITAL PROJECTS Total:					13,054.86
Fund 303 - INDUSTRIAL PARK BOND Total:					13,054.86
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
SB CONSTRUCTION, LLC	PAY REQ. # 6	09/25/2020	CONTRACT #15405/CORNERSTONE PARK CONSTRUCTION	380-551-907-944	525,605.77
DALHOFF THOMAS DESIGN STUDIO	9616	10/06/2020	PROJ 18-367 CORNERSTONE PARK- SEPT. 2020	380-551-600-945	20,380.00
Outstanding Total:					545,985.77
Department 551 - PARK & REC TOURISM Total:					545,985.77
Fund 380 - PARK BONDS 2020 Total:					545,985.77
Grand Total:					1,188,258.87

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	562,302.30	907.75
015 - AIRPORT FUND	11,660.74	0.00
016 - RESTRICTED AIRPORT	8,428.00	0.00
022 - ENVIRONMENTAL SERVICES	46,652.20	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	13,054.86	0.00
380 - PARK BONDS 2020	545,985.77	0.00
Grand Total:	1,188,258.87	907.75

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE E	1,001.23	0.00
001-000-149-691	MUNICIPAL COURT BON	907.75	907.75
001-000-334-126	POLICE FORFEITED FUN	66.00	0.00
001-100-604-330	COMMUNICATIONS	265.73	0.00
001-110-330-166	TRAUMA TRAFFIC	1,270.00	0.00
001-110-330-376	COURT CONSTITUENTS	135.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	405.50	0.00
001-110-330-378	APPEARANCE BOND FEE	457.75	0.00
001-110-330-382	TRAFFIC VIOLATION	20,697.00	0.00
001-110-330-385	IMPLIED CONSENT	1,723.00	0.00
001-110-330-386	WIRELESS COMM FEE	3,651.25	0.00
001-110-330-387	OTHER MISDEMEANORS	5,174.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	70.00	0.00
001-110-330-393	VICTIMS BOND FEE	201.00	0.00
001-110-330-395	DRUG VIOLATION	81.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	1,000.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	55.00	0.00
001-110-330-398	UNINSURED MOTORIST	6,673.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	283.52	0.00
001-110-604-330	POSTAGE / COMMUNICA	105.46	0.00
001-120-600-300	PROFESSIONAL SERVICE	15,698.99	0.00
001-120-604-330	COMMUNICATIONS	160.26	0.00
001-123-604-330	COMMUNICATIONS	3,731.13	0.00
001-123-691-550	MISCELLANEOUS	42.80	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,820.00	0.00
001-145-501-200	SUPPLIES	82.00	0.00
001-145-604-330	POSTAGE/COPIER/PHON	156.65	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-180-501-200	SUPPLIES AND EQUIPME	159.79	0.00
001-180-600-320	DRUG/BACKGROUND CH	60.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	79.59	0.00
001-190-604-330	COPIERS/PHONES/IPADS	225.38	0.00
001-190-690-554	ORDINANCE CODIFICATI	900.00	0.00
001-192-510-220	SUPPLIES	70.61	0.00
001-192-535-233	COVID-19 EXPENSES	3,189.69	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-192-625-380	UTILITIES	3,460.35	0.00
001-192-630-403	REPAIRS TO BUILDING	392.23	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIO	6,999.00	0.00
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-195-951-967	GREATER PARTNERSHIP/	0.00	0.00
001-195-951-969	TRANSFER TO HERITAGE	5,000.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-197-501-200	SUPPLIES	280.27	0.00
001-197-525-231	GAS & OIL	79.61	0.00
001-197-600-308	ENGINEERING SERVICES	157.50	0.00
001-197-604-330	COMMUNICATIONS	131.85	0.00
001-197-820-874	PRINCIPAL	433.16	0.00
001-197-830-873	INTEREST	3.79	0.00
001-201-501-200	OFFICE SUPPLIES	97.62	0.00
001-201-525-231	GAS & OIL	3,164.68	0.00
001-201-535-233	UNIFORMS	1,094.73	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	33.63	0.00
001-201-545-238	FIRING RANGE SUPPLIES	402.76	0.00
001-201-556-251	POLICE SUPPLIES	2,153.27	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,140.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	2,568.66	0.00
001-201-615-343	PRINTING & BINDING	36.00	0.00
001-201-625-380	UTILITIES	3,720.27	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	545.54	0.00
001-201-630-426	BUILDING MAINTENANC	1,007.63	0.00
001-201-691-550	MISCELLANEOUS	84.03	0.00
001-261-502-201	REFERENCE PUBLICATIO	1,053.26	0.00
001-261-525-231	GAS & OIL	1,125.20	0.00
001-261-535-233	UNIFORMS	311.84	0.00
001-261-554-240	FIRE INVESTIGATION	125.00	0.00
001-261-555-208	JANITORIAL & PAPER SU	363.12	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	72.81	0.00
001-261-558-269	BUILDING MAINTENANC	110.00	0.00
001-261-600-331	MULTI-JURISDICTIONAL	2,500.00	0.00
001-261-600-390	FIRE TRAINING	7,023.01	0.00
001-261-600-430	UNIFORM CLEANING	130.50	0.00
001-261-604-330	PHONES/CABLE/INTERN	647.98	0.00
001-261-625-380	UTILITIES	1,029.64	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	2,610.38	0.00
001-281-501-200	OFFICE SUPPLIES	190.00	0.00
001-281-502-201	REFERENCE PUBLICATIO	2,203.50	0.00
001-281-525-231	GAS & OIL	39.44	0.00
001-281-604-330	COPIER/PHONES/IPADS/	183.30	0.00
001-281-630-360	COMPUTERS, SMALL EQ	499.98	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	433.16	0.00
001-281-830-873	INTEREST (VEHICLES)	3.79	0.00
001-290-625-380	UTILITIES / CODE RED	116.00	0.00
001-301-515-221	ENVIRONMENTAL CONT	1,290.78	0.00
001-301-525-231	GAS & OIL	995.87	0.00
001-301-535-233	UNIFORMS	343.96	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	680.33	0.00
001-301-560-270	CONSTRUCTION MATERI	3,863.27	0.00
001-301-565-272	STREETS SIGNS & PAINT	5,195.84	0.00
001-301-604-330	COMMUNICATIONS	128.80	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	539.73	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	1,918.94	0.00
001-301-630-400	EQUIPMENT REPAIR &	5,889.14	0.00
001-301-691-550	MISCELLANEOUS	355.00	0.00
001-360-525-231	GAS & OIL	30.62	0.00
001-360-604-330	COMMUNICATIONS	112.92	0.00
001-360-951-955	TRANSFER TO HUMANE	31,250.00	0.00
001-541-625-380	UTILITIES - HORSE PARK	5,000.00	0.00
001-550-501-110	FIELD SUPPLIES	4,973.00	0.00
001-550-501-200	OFFICE SUPPLIES	263.68	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-501-208	JANITORIAL SUPPLIES	75.66	0.00
001-550-501-220	COMMUNITY RECREATI	1,692.58	0.00
001-550-501-415	SPORTS PROGRAMS	3,600.30	0.00
001-550-525-231	GAS & OIL	807.47	0.00
001-550-555-250	SMALL EQUIP / COMPUT	5,329.93	0.00
001-550-600-300	PROFESSIONAL SERVICE	1,576.25	0.00
001-550-600-330	PHONES/COPIERS/POST	134.20	0.00
001-550-600-340	UTILITIES	6,292.68	0.00
001-550-600-370	EQUIPMENT REPAIR MAI	221.64	0.00
001-550-630-426	BUILDING MAINT/REPAI	489.00	0.00
001-600-912-805	ERBR 53-420(02) STARK	3,480.03	0.00
001-600-912-806	ERBR 53-420(01) OLD W	3,541.36	0.00
001-653-900-802	LIBRARY	50,000.00	0.00
001-800-820-881	2019 3M STREET PRINCI	164,000.00	0.00
001-800-830-826	MIDDLETON 2011 BOND	5,397.50	0.00
001-800-830-873	2018 BOND 4.5M CAP I	68,778.04	0.00
001-800-830-884	2019 3M STREET INTERE	34,799.96	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
015-505-525-231	GAS & OIL	272.16	0.00
015-505-525-232	100LL AV GAS PURCHAS	9,615.28	0.00
015-505-541-237	OPERATING SUPPLIES	169.27	0.00
015-505-570-273	VEHICLE REPAIR PARTS	11.50	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	283.16	0.00
015-505-604-330	CELL PHONE/POSTAGE	124.52	0.00
015-505-630-400	EQUIPMENT REPAIR &	197.85	0.00
015-505-691-550	MISCELLANEOUS	15.00	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	172.00	0.00
016-515-720-820	CAP IMP- 2019 MULTI M	8,428.00	0.00
022-322-501-200	OFFICE SUPPLIES	140.00	0.00
022-322-525-231	GAS & OIL	2,563.11	0.00
022-322-535-233	UNIFORMS	593.28	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	208.64	0.00
022-322-600-300	PROFESSIONAL SERVICE	60.00	0.00
022-322-600-364	BILLING SERVICES	245.50	0.00
022-322-600-379	LANDFILL FEES	33,272.18	0.00
022-322-600-431	CONTRACT RECYCLING C	4,768.20	0.00
022-322-604-330	COMMUNICATIONS	195.70	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	4,449.14	0.00
022-322-630-400	EQUIPMENT REPAIR &	156.45	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	13,054.86	0.00
380-551-600-945	CORNERSTONE PROFESS	20,380.00	0.00
380-551-907-944	CORNERSTONE LAND PR	525,605.77	0.00
Grand Total:		1,188,258.87	907.75

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,188,258.87	907.75
Grand Total:	1,188,258.87	907.75



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

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

David Wise

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

STARKVILLE UTILITIES PRG. ACTPAYLT				ACCOUNTS PAYABLE LISTING FOR: 10/21/20 ACCOUNT 23200				UNPAID INVOICES			PAGE RUN DATE 10/13/20 11:21 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: 124 ATMOS ENERGY												
3012612404-10/20 10/09/20 0 Utility bill				10/21/20	82.55	.00	ACH					
VENDOR TOTAL:					82.55							
VENDOR: 125 AT & T												
SEPT 2020 10/07/20 0 Phone bill				10/21/20	391.59	.00	CHK					
VENDOR TOTAL:					391.59							
VENDOR: 131 ALTEC INDUSTRIES, INC.												
11491621 10/12/20 9384 Lineman tools				10/21/20	145.01	.00	ACH					
50646702 10/12/20 9448 Repair				10/21/20	1067.50	.00	ACH					
VENDOR TOTAL:					1212.51							
VENDOR: 284 CHANCELLOR CONSTRUCTION, LLC												
RFP #8 - 10/8/20 10/12/20 0 Substation Construction				10/21/20	495377.12	.00	ACH					
VENDOR TOTAL:					495377.12							
VENDOR: 303 C SPIRE WIRELESS												
SEPT 2020 10/07/20 0 Phone bill				10/21/20	463.23	.00	CHK					
VENDOR TOTAL:					463.23							
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN												
OCT 2020-TAX 10/12/20 0 Tax Equivalency				10/21/20	113750.00	.00	CHK					
VENDOR TOTAL:					113750.00							
VENDOR: 307 CITY OF STARKVILLE												
SEPT 2020-EXP 10/07/20 0 Due to City				10/21/20	1746.85	.00	CHK					
VENDOR TOTAL:					1746.85							
VENDOR: 348 DELL MARKETING L.P.												
10/01/20 10/09/20 0 Computer software				10/21/20	518.50	.00	ACH					
VENDOR TOTAL:					518.50							

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	508		EQUIPMENT INCORPORATED									
135008322	10/12/20	9462	Equipment repairs		10/21/20	2129.15	.00	ACH				
135709938	10/12/20	9449	Maintenance		10/21/20	135.42	.00	ACH				
					VENDOR TOTAL:	2264.57						
VENDOR:	604		FASTENAL COMPANY									
MSSTA94663	10/12/20	9458	Repair supplies		10/21/20	159.20	.00	ACH				
					VENDOR TOTAL:	159.20						
VENDOR:	616		FUELMAN									
NP58960360	10/07/20	0	Fuel		10/21/20	1117.78	.00	CHK				
NP58990223	10/12/20	0	Fuel		10/21/20	1873.04	.00	CHK				
					VENDOR TOTAL:	2990.82						
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER									
1018-132006	10/12/20	9440	Truck Repair		10/21/20	433.98	.00	CHK				
					VENDOR TOTAL:	433.98						
VENDOR:	694		FORD VISION CLINIC									
66138	10/12/20	9425	Prescription Safety Glasses		10/21/20	350.00	.00	CHK				
					VENDOR TOTAL:	350.00						
VENDOR:	721		GOLDEN TRIANGLE SOLID WASTE									
9/30/20	10/12/20	9466	ROW Clearing		10/21/20	954.99	.00	ACH				
					VENDOR TOTAL:	954.99						
VENDOR:	801		QUADIENT FINANCE USA INC.									
9/27/20	10/07/20	0	Postage		10/21/20	554.31	.00	CHK				
					VENDOR TOTAL:	554.31						
VENDOR:	804		QUADIENT LEASING USA INC									
N8506796	10/07/20	0	Postage		10/21/20	432.32	.00	CHK				
					VENDOR TOTAL:	432.32						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/21/20 ACCOUNT 23200

RUN DATE 10/13/20 PAGE 3
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	809	HOWARD INDUSTRIES, INC.									
244024-900244	10/12/20	9307 Padmount Transformers		10/21/20	14824.00	.00	ACH				
			VENDOR TOTAL:		14824.00						
VENDOR:	812	HELENA CHEMICAL COMPANY									
62089630	10/12/20	9426 Chemicals		10/21/20	1058.50	.00	CHK				
			VENDOR TOTAL:		1058.50						
VENDOR:	1010	JT RAY COMPANY									
200814-0564	10/07/20	0 Copier service		10/21/20	30.00	.00	ACH				
			VENDOR TOTAL:		30.00						
VENDOR:	1017	JBHM ARCHITECTS PA									
20003.00 - #7	10/09/20	0 Consulting		10/21/20	4290.34	.00	ACH				
			VENDOR TOTAL:		4290.34						
VENDOR:	1106	LESLIE DEAN									
089	10/13/20	0 Maintenance		10/21/20	500.00	.00	ACH				
			VENDOR TOTAL:		500.00						
VENDOR:	1205	LOWE'S									
9/25-10/12/20	10/12/20	9451 Tools		10/21/20	875.82	.00	CHK				
			VENDOR TOTAL:		875.82						
VENDOR:	1217	LIGHTS AND BALLASTS LLC									
898634	10/07/20	0 Filter Change		10/21/20	320.00	.00	ACH				
			VENDOR TOTAL:		320.00						
VENDOR:	1239	LOLLEY REAL ESTATE									
OCT 2020	10/12/20	0 Storage Rental		10/21/20	900.00	.00	ACH				
			VENDOR TOTAL:		900.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/21/20 ACCOUNT 23200

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INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
08208638	10/12/20	1305 NEXAIR, LLC		10/21/20	49.34	.00	ACH			
				VENDOR TOTAL:	49.34					
VENDOR:										
373899	10/07/20	1319 MONTS PAPER & PACKAGING		10/21/20	1175.23	.00	ACH			
				VENDOR TOTAL:	1175.23					
VENDOR:										
918,949,450,803	10/12/20	1400 NESCO		10/21/20	688.65	.00	ACH			
				VENDOR TOTAL:	688.65					
VENDOR:										
10/05/20	10/12/20	1406 NORTHEAST EXTERMINATING		10/21/20	45.00	.00	ACH			
				VENDOR TOTAL:	45.00					
VENDOR:										
538870	10/12/20	1800 RACKLEY OIL, INC.		10/21/20	38.95	.00	ACH			
				VENDOR TOTAL:	38.95					
VENDOR:										
BI#5523 - 11/20	10/09/20	1807 REGIONS BANK		10/21/20	176750.00	.00	ACH			
				VENDOR TOTAL:	176750.00					
VENDOR:										
10/03/20	10/13/20	1810 REGIONS COMMERCIAL BANKCARD		10/21/20	1653.29	.00	CHK			
				VENDOR TOTAL:	1653.29					
VENDOR:										
395-1,13-3,16-1	10/12/20	1818 UNITED RENTALS, INC.		10/21/20	238.22	.00	ACH			
				VENDOR TOTAL:	238.22					

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE	
PRG. ACTPAYLT			FOR: 10/21/20 ACCOUNT 23200			RUN DATE 10/13/20			5	
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								
31045	10/13/20	0 Billing services		10/21/20	25740.54	.00	ACH			
			VENDOR TOTAL:		25740.54					
VENDOR:	1887	S & S LINE SERVICE INC								
2180-2183	10/07/20	0 ROW Clearing		10/21/20	8830.60	.00	ACH			
2184-2187	10/12/20	0 ROW Clearing		10/21/20	9057.60	.00	ACH			
			VENDOR TOTAL:		17888.20					
VENDOR:	1931	STARKVILLE SANITATION DEPT								
SEPT 2020	10/12/20	0 Sanitation Collections		10/21/20	286745.80	.00	CHK			
			VENDOR TOTAL:		286745.80					
VENDOR:	1933	STARKVILLE WATER DEPT								
SEPT 2020	10/12/20	0 Water-Sewer Collections		10/21/20	673467.65	.00	ACH			
			VENDOR TOTAL:		673467.65					
VENDOR:	1940	STUART C. IRBY								
S012017375.003	10/12/20	9374 Uniforms		10/21/20	1697.64	.00	ACH			
S012074252.002	10/12/20	9417 Stock Material		10/21/20	576.00	.00	ACH			
			VENDOR TOTAL:		2273.64					
VENDOR:	1945	SULLIVAN'S								
58186	10/07/20	0 Office supplies		10/21/20	39.99	.00	ACH			
			VENDOR TOTAL:		39.99					
VENDOR:	2015	TEMPLE & SON CO., INC								
INV0200844	10/12/20	9358 Traffic Light		10/21/20	1200.00	.00	ACH			
			VENDOR TOTAL:		1200.00					
VENDOR:	2021	TCC FACILITIES MANAGMENT INC								
4086	10/08/20	0 Janitorial services		10/21/20	450.00	.00	ACH			
			VENDOR TOTAL:		450.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/21/20 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	2110	US	POSTAL SERVICE									
OCT 2020	10/12/20	0	Postage due-Acct#2610127		10/21/20	300.00	.00	CHK				
			VENDOR TOTAL:			300.00						
VENDOR:	2116	UTILITECH										
2388	10/07/20	0	Product Development and Supp		10/21/20	500.00	.00	ACH				
			VENDOR TOTAL:			500.00						
VENDOR:	2117	UTILITY MAINT	SPECIALIST INC									
4082	10/07/20	0	SW Substation Testing		10/21/20	20029.00	.00	ACH				
4086	10/12/20	0	SW Substation Testing		10/21/20	19613.00	.00	ACH				
			VENDOR TOTAL:			39642.00						
VENDOR:	2118	BORDER STATES	ELECTRIC									
920830394	10/12/20	9453	Materials		10/21/20	1619.20	.00	ACH				
			VENDOR TOTAL:			1619.20						
VENDOR:	2120	YOUNG WELDING	SUPPLY, INC.									
00372423	10/12/20	9464	Gas cylinder rentals		10/21/20	35.88	.00	ACH				
			VENDOR TOTAL:			35.88						
VENDOR:	2210	VERIZON	WIRELESS									
9863946910	10/07/20	0	Phone bill 2821-01		10/21/20	1159.29	.00	CHK				
			VENDOR TOTAL:			1159.29						
VENDOR:	2303	WATERMARK	PRINTERS									
13600	10/08/20	0	Office supplies		10/21/20	763.00	.00	ACH				
			VENDOR TOTAL:			763.00						
VENDOR:	2305	WASTE	PRO									
203752	10/12/20	9467	Waste disposal		10/21/20	55.00	.00	ACH				
			VENDOR TOTAL:			55.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/21/20 ACCOUNT 23200

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INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.										
62241	10/07/20	0	Water		32.80	.00	ACH			
CLR1020-272	10/07/20	0	Water		20.00	.00	ACH			
			VENDOR TOTAL:		52.80					
VENDOR: 99009746 SYNERGETICS DCS, INC										
INV-039310	10/07/20	0	Network services		4375.00	.00	ACH			
			VENDOR TOTAL:		4375.00					
VENDOR: 99009767 ORLANDO SMITH										
10/26/20-MILEAGE	10/12/20	0	Travel expense		319.00	.00	ACH			
			VENDOR TOTAL:		319.00					
VENDOR: 99009959 AUGESTER HOLLINS										
10/19/20-MILEAGE	10/12/20	0	Travel expenses		319.00	.00	ACH			
			VENDOR TOTAL:		319.00					
VENDOR: 99009971 SERVICEMASTER RESTORATION										
202796-1001	10/07/20	0	Janitorial cleaning		438.00	.00	ACH			
			VENDOR TOTAL:		438.00					
			GRAND TOTAL:		1882503.87					

INVOICE	DATE	PO NBR DESCRIPTION	VENOR:	76 APAC MISSISSIPPI, INC.	TEMP L INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
316349-2	10/12/20	4146 Asphalt Repair				10/21/20	698.99	.00	ACH			
316349-3	10/12/20	4260 Asphalt				10/21/20	1646.41	.00	ACH			
4000100075	10/12/20	4260 Asphalt				10/21/20	757.06	.00	ACH			
4000100269	10/12/20	4260 Asphalt				10/21/20	1236.28	.00	ACH			
4000100602	10/12/20	4260 Asphalt				10/21/20	879.06	.00	ACH			
						VENDOR TOTAL:	5217.80					
931;964-968	10/12/20	4314 Chemicals				10/21/20	4102.50	.00	ACH			
						VENDOR TOTAL:	4102.50					
8/19/20 - 28,29	10/07/20	0 Hydrant replacements				10/21/20	4224.00	.00	ACH			
						VENDOR TOTAL:	4224.00					
11/01/20	10/12/20	0 Bond Payment 82-0097-01-2				10/21/20	157525.00	.00	ACH			
						VENDOR TOTAL:	157525.00					
299741	10/12/20	4310 Parts				10/21/20	29.98	.00	ACH			
299742	10/12/20	4178 Parts				10/21/20	197.21	.00	ACH			
299743	10/12/20	4126 Parts				10/21/20	20.68	.00	ACH			
29989	10/12/20	4310 Parts				10/21/20	11.38	.00	ACH			
300915	10/12/20	4340 Parts				10/21/20	39.95	.00	ACH			
301046	10/12/20	4349 Concrete				10/21/20	52.23	.00	ACH			
						VENDOR TOTAL:	351.43					
1405090	10/12/20	4229 Supplies				10/21/20	499.00	.00	CHK			
						VENDOR TOTAL:	499.00					
S100228159.006	10/12/20	4231 Valve box				10/21/20	1376.00	.00	ACH			
S100228921.001	10/12/20	4282 Parts				10/21/20	1269.95	.00	ACH			

INVOICE DATE PO NBR DESCRIPTION
S100229373.001 10/12/20 4275 Parts

VENDOR: 227 BULLDOG TOWING, LLC

42173 10/12/20 4327 Towing

VENDOR: 267 COLUMBUS FENCE COMPANY, LLC

24714 10/12/20 4227 Repair

VENDOR: 305 DIXIE WHOLESALE WATERWORKS

513136 10/12/20 4952 Supplies

VENDOR: 307 CITY OF STARKVILLE

10/01/20 10/07/20 0 Administration fees

VENDOR: 321 COLE'S AUTO REPAIR

600007575 10/12/20 4322 Parts

VENDOR: 324 CITY ALIGNMENT SERVICE LLC

74689 10/12/20 4297 Truck Repair

VENDOR: 362 CONSOLIDATED PIPE & SUPPLY

3103111 10/12/20 4166 Hydrants
3103564 10/12/20 4243 Parts
3103668 10/12/20 4274 Parts
3525;3608 10/12/20 4263 Parts
3600;3601 10/12/20 4262 Parts
3975;4033 10/12/20 4313 Parts
966-001;3966-000 10/12/20 4305 Parts
969-001;969-000 10/12/20 4309 Parts

UNPAID INVOICES

TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
	10/21/20	377.28	.00	ACH			
VENDOR TOTAL:		3023.23					
	10/21/20	125.00	.00	CHK			
VENDOR TOTAL:		125.00					
	10/21/20	675.00	.00	CHK			
VENDOR TOTAL:		675.00					
	10/21/20	606.89	.00	ACH			
VENDOR TOTAL:		606.89					
	10/21/20	75000.00	.00	CHK			
VENDOR TOTAL:		75000.00					
	10/21/20	40.00	.00	CHK			
VENDOR TOTAL:		40.00					
	10/21/20	92.70	.00	CHK			
VENDOR TOTAL:		92.70					
	10/21/20	14355.00	.00	CHK			
	10/21/20	1246.70	.00	CHK			
	10/21/20	1138.00	.00	CHK			
	10/21/20	666.00	.00	CHK			
	10/21/20	866.06	.00	CHK			
	10/21/20	311.49	.00	CHK			
	10/21/20	7638.00	.00	CHK			
	10/21/20	3192.00	.00	CHK			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR TOTAL: 29413.25												
VENDOR TOTAL: 2894.05												
VENDOR TOTAL: 994.00												
VENDOR TOTAL: 52.20												
VENDOR TOTAL: 5.38												
VENDOR TOTAL: 4993.55												
VENDOR TOTAL: 13485.01												
VENDOR TOTAL: 26892.79												
VENDOR TOTAL: 26892.79												

VENDOR:

878;864;880

368

CONTROL SYSTEMS, INC

10/12/20

4358

Service Call

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

4367;4339;4321

450

ENVIRO-LABS, INC.

10/12/20

4359

Testing

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

4383;4408

450

ENVIRO-LABS, INC.

10/12/20

4371

Testing

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

0126562

494

ELECTRIC MOTOR

10/12/20

4294

Parts

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

E73589

496

EAST MISS LUMBER

10/12/20

4308

Parts

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

59395

604

FASTENAL

10/12/20

4335

Supplies

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

MSSTA87; MN0194

606

4-COUNTY EPA

10/12/20

4342

Vending Fee + Supplies

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

MSSTA93083

606

4-COUNTY EPA

10/12/20

4346

Materials

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

MSSTA94060

606

4-COUNTY EPA

10/12/20

4352

Supplies

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

MSSTA94188

606

4-COUNTY EPA

10/12/20

4337

Supplies

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

SEPT 2020

606

4-COUNTY EPA

10/12/20

0

Utilities expense

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

VENDOR:

RFP 19 - 9/22/20

611

4-D CONSTRUCTION INC

09/30/20

0

Pleasant Acres Construction

INVOICE

DATE

PO NBR

DESCRIPTION

TEMPL
INV

AP
DATE

INVOICE
AMOUNT

TAX
AMOUNT

PMT
TYP

PAID
AMOUNT

PAID/VOID
DATE

CHECK/
ACH

SEQ

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 10/21/20 ACCOUNT 23110			RUN DATE 10/13/20		02:20 PM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	CHECK/ACH SEQ
VENDOR: 620 G & C SUPPLY CO., INC.									
6790965;6792081	10/12/20	4284 Parts		10/21/20	7059.00	.00	ACH		
9647,9578-FRGHT	10/13/20	0 Parts-Freight		10/21/20	130.19	.00	ACH		
9647;9578;9001	10/12/20	4214 Parts		10/21/20	3375.61	.00	ACH		
				VENDOR TOTAL:	10564.80				
VENDOR: 639 GOLDEN TRIANGLE									
3062102020	10/09/20	0 Billing services		10/21/20	128.00	.00	ACH		
				VENDOR TOTAL:	128.00				
VENDOR: 690 GARVER LLC									
19W10280-12	10/08/20	0 Engineering-Green Oaks		10/21/20	3700.00	.00	ACH		
				VENDOR TOTAL:	3700.00				
VENDOR: 691 GATEWAY TIRES&SERVICE CENTER									
1018-132033	10/12/20	4292 Repairs		10/21/20	424.84	.00	CHK		
1018-132209	10/12/20	4304 Repairs		10/21/20	582.14	.00	CHK		
1018-132483	10/12/20	4321 Tires		10/21/20	484.79	.00	CHK		
1018-1329746	10/12/20	4360 Oil Change		10/21/20	76.00	.00	CHK		
				VENDOR TOTAL:	1567.77				
VENDOR: 696 GARNER LUMLEY									
572027	10/12/20	4160 Meter mounts		10/21/20	4088.00	.00	ACH		
				VENDOR TOTAL:	4088.00				
VENDOR: 702 HACH									
11929576	10/12/20	3893 Supplies		10/21/20	353.37	.00	ACH		
12024305	10/12/20	4074 Supplies		10/21/20	499.95	.00	ACH		
12070341	10/12/20	4159 Supplies		10/21/20	295.00	.00	ACH		
12088885	10/12/20	4206 Supplies		10/21/20	258.69	.00	ACH		
12105653	10/12/20	4265 Chemicals		10/21/20	121.90	.00	ACH		
12115349	10/12/20	4265 Supplies		10/21/20	516.90	.00	ACH		
12132018	10/12/20	4285 Supplies		10/21/20	467.78	.00	ACH		
12143631	10/12/20	4293 Supplies		10/21/20	428.82	.00	ACH		
12153706	10/12/20	4320 Supplies		10/21/20	463.68	.00	ACH		
FREIGHT	10/13/20	0 Supplies-Freight		10/21/20	399.97	.00	ACH		
				VENDOR TOTAL:	3806.06				

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:		703 HARCROS CHEMICALS INC									
770115918	10/12/20	4272 Chemicals		10/21/20	2019.72	.00	CHK				
770116135	10/12/20	4333 Chemicals		10/21/20	1080.00	.00	CHK				
		VENDOR TOTAL:			3099.72						
VENDOR:		721 GOLDEN TRIANGLE SOLID WASTE									
SA00000000000021	10/12/20	4369 Balancing Stmnt		10/21/20	6623.10	.00	ACH				
		VENDOR TOTAL:			6623.10						
VENDOR:		765 HYDRA SERVICE, INC.									
143790	10/12/20	4336 Rentals		10/21/20	5358.00	.00	ACH				
144051;144039	10/12/20	4345 Rentals		10/21/20	753.00	.00	ACH				
		VENDOR TOTAL:			6111.00						
VENDOR:		808 HOLLIS BROTHERS ELECTRIC INC									
30161	10/12/20	4233 Repairs		10/21/20	114.49	.00	CHK				
		VENDOR TOTAL:			114.49						
VENDOR:		812 HELENA CHEMICAL COMPANY									
4370	10/12/20	4370 Repair & Maint		10/21/20	1058.50	.00	CHK				
		VENDOR TOTAL:			1058.50						
VENDOR:		1017 J & P CONSTRUCTION CO INC									
RFP#10 - 10/1/20	10/07/20	0 WWTP Biosolids Construction		10/21/20	693671.95	.00	ACH				
		VENDOR TOTAL:			693671.95						
VENDOR:		1038 KORTERRA INC									
20459	10/07/20	0 Work order ticketing service		10/21/20	1500.00	.00	CHK				
		VENDOR TOTAL:			1500.00						
VENDOR:		1106 LESLIE DEAN									
073-77, 092-94	10/13/20	0 Maintenance		10/21/20	2243.00	.00	ACH				
086, 087	10/13/20	0 Maintenance		10/21/20	2600.00	.00	ACH				
		VENDOR TOTAL:			4843.00						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1168	LEE'S PRECAST CONCRETE								
134604	10/12/20	4302 Parts		10/21/20	1750.00	.00	ACH			
				VENDOR TOTAL:	1750.00					
VENDOR:	1192	LYLE MACHINERY								
W07262	10/12/20	4248 Repairs		10/21/20	1513.13	.00	ACH			
W07368	10/12/20	4364 Repairs		10/21/20	1085.63	.00	ACH			
W07386	10/12/20	4198 Repairs		10/21/20	763.39	.00	ACH			
				VENDOR TOTAL:	3362.15					
VENDOR:	1205	LOWE'S								
SA00000000000019	10/12/20	4353 Supplies		10/21/20	50.77	.00	CHK			
				VENDOR TOTAL:	50.77					
VENDOR:	1322	MMC MATERIALS, INC.								
670644	10/12/20	4246 Concrete		10/21/20	621.00	.00	CHK			
674268	10/12/20	4298 Concrete		10/21/20	552.00	.00	CHK			
674268;673924	10/12/20	4291 Concrete		10/21/20	1076.00	.00	CHK			
				VENDOR TOTAL:	2249.00					
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
10/01/20	10/07/20	0 CAP Loan Payments		10/21/20	27070.29	.00	CHK			
				VENDOR TOTAL:	27070.29					
VENDOR:	1366	MS CROSS CONNECTION								
29639	10/12/20	4368 CCC Program		10/21/20	278.00	.00	ACH			
				VENDOR TOTAL:	278.00					
VENDOR:	1390	NEWELL PAPER COMPANY								
3107944	10/12/20	4088 Supplies		10/21/20	313.06	.00	ACH			
3110945	10/12/20	4179 Supplies		10/21/20	93.88	.00	ACH			
3111792	10/12/20	4199 Supplies		10/21/20	86.95	.00	ACH			
3113222	10/12/20	4245 Supplies		10/21/20	381.59	.00	ACH			
				VENDOR TOTAL:	875.48					

INVOICE DATE PO NBR DESCRIPTION 1392 NUNLEY TRUCKING CO, INC.

VENDOR: 29851;29955 10/12/20 4361 Loads of Crushing Run 4113.32 .00 CHK
 29883 10/12/20 4362 Loads of Crushing Run 4849.01 .00 CHK
 29956 10/12/20 4363 Loads of Crushing Run 4924.05 .00 CHK

VENDOR TOTAL: 13886.38

VENDOR: 1400 NESCO
 S2411737.001 10/12/20 4338 Materials 99.41 .00 ACH
 S2415926.001 10/12/20 4329 Parts 29.91 .00 ACH

VENDOR TOTAL: 129.32

VENDOR: 1525 OKTIBBEHA COUNTY COOP
 100;171;8912 10/12/20 4332 Uniforms + Materials 444.64 .00 ACH
 601256 10/12/20 4277 Materials 81.36 .00 ACH
 606315 10/12/20 4028 Uniforms 140.00 .00 ACH
 607316;607321 10/12/20 4306 Uniforms 154.61 .00 ACH

VENDOR TOTAL: 820.61

VENDOR: 1531 O'REILLY AUTO PARTS
 SA000000000000020 10/12/20 4366 Parts 150.67 .00 CHK

VENDOR TOTAL: 150.67

VENDOR: 1620 POLLAN PROMOS
 2020802 10/12/20 4204 Uniforms 528.83 .00 CHK
 2020851 10/12/20 4203 Uniforms 2213.78 .00 CHK
 2020851-FREIGHT 10/13/20 0 Uniforms-Freight 49.99 .00 CHK
 2020854 10/12/20 4202 Uniforms 1950.00 .00 CHK

VENDOR TOTAL: 4742.60

VENDOR: 1623 POWERSTROKE EQUIPMENT, INC
 5020 10/12/20 4288 Repair 36.00 .00 ACH
 5075 10/12/20 4326 Repair pump 135.47 .00 ACH
 5102 10/12/20 4264 Repairs 103.48 .00 ACH

VENDOR TOTAL: 274.95

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1624	PRIME INSTALLATIONS								
566	10/12/20	4355 Roof Repair		10/21/20	450.00	.00	CHK			
				VENDOR TOTAL:	450.00					
VENDOR:	1627	PROGRAPHICS								
77844	10/12/20	4190 Materials		10/21/20	37.50	.00	CHK			
				VENDOR TOTAL:	37.50					
VENDOR:	1800	RACKLEY OIL, INC.								
537339	10/12/20	4255 Oil		10/21/20	29.95	.00	ACH			
				VENDOR TOTAL:	29.95					
VENDOR:	1818	UNITED RENTALS INC								
SA000000000000018	10/12/20	4344 Repairs		10/21/20	901.35	.00	ACH			
				VENDOR TOTAL:	901.35					
VENDOR:	1884	STARKVILLE GARBAGE								
9/25/20	10/07/20	0 Garbage disposal-600137		10/21/20	103.97	.00	CHK			
				VENDOR TOTAL:	103.97					
VENDOR:	1892	S&N AIROFLO INC								
17997	10/12/20	4357 Rentals		10/21/20	2400.00	.00	CHK			
				VENDOR TOTAL:	2400.00					
VENDOR:	1905	STARKVILLE AUTO PARTS								
92;84;14;51; ETC	10/12/20	4365 Supplies		10/21/20	652.74	.00	CHK			
				VENDOR TOTAL:	652.74					
VENDOR:	1914	SGK LANDSCAPES INC.								
W017225	10/13/20	0 Repairs		10/21/20	126.30	.00	ACH			
				VENDOR TOTAL:	126.30					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE		
PRG. ACTPAYLT			FOR: 10/21/20 ACCOUNT 23110			RUN DATE 10/13/20			02:20 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:											
4488	10/12/20	1920 CANNON FORD LINCOLN OF STARK									
		4347 Repair		10/21/20	416.74	.00	CHK				
		VENDOR TOTAL:			416.74						
VENDOR:											
454080;4556720	10/12/20	1937 SOUTHERN PIPE & SUPPLY									
		4261 Part + Repair		10/21/20	50.23	.00	ACH				
		VENDOR TOTAL:			50.23						
VENDOR:											
7165;7429;7889	10/12/20	1945 SULLIVAN'S OFFICE SUPPLY									
		4343 Supplies		10/21/20	336.40	.00	ACH				
		VENDOR TOTAL:			336.40						
VENDOR:											
SEPT 2020	10/12/20	2000 TALKING WARRIOR WATER ASSOC									
		0 TWWA Water Revenues		10/21/20	1142.88	.00	ACH				
		VENDOR TOTAL:			1142.88						
VENDOR:											
24W1X6390	10/07/20	2104 UPS									
24W1X6400	10/08/20	0 Postage		10/21/20	26.67	.00	CHK				
		0 Postage		10/21/20	26.67	.00	CHK				
		VENDOR TOTAL:			53.34						
VENDOR:											
355141	10/12/20	2111 USA BLUEBOOK									
373718	10/12/20	4276 Parts		10/21/20	1216.37	.00	ACH				
373718-FREIGHT	10/13/20	4276 Parts		10/21/20	1735.00	.00	ACH				
		0 Parts-Freight		10/21/20	17.02	.00	ACH				
		VENDOR TOTAL:			2968.39						
VENDOR:											
1148	10/12/20	2201 WRIGHT CHEMICAL, LLC									
1149	10/12/20	4235 Chemicals		10/21/20	2136.00	.00	ACH				
		4230 Chemicals		10/21/20	2136.00	.00	ACH				
		VENDOR TOTAL:			4272.00						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 2202 WAYPOINT ANALYTICAL										
1053158	10/12/20	3997 Testing		10/21/20	252.00	.00	ACH			
1054661;1054595	10/12/20	4238 Testing		10/21/20	347.50	.00	ACH			
1054755	10/12/20	4238 Testing		10/21/20	252.00	.00	ACH			
4887;4916;4661	10/12/20	4238 Testing		10/21/20	1817.50	.00	ACH			
VENDOR TOTAL:					2669.00					
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE										
MS18316	10/12/20	4300 Parts		10/21/20	1770.53	.00	ACH			
VENDOR TOTAL:					1770.53					
VENDOR: 2210 VERIZON WIRELESS										
9863946911	10/07/20	0 Phone bill 2821-03		10/21/20	684.93	.00	CHK			
VENDOR TOTAL:					684.93					
VENDOR: 2221 VOLKERT, INC.										
02009011	10/07/20	0 Engineering-WWTP Biosolids		10/21/20	11481.00	.00	ACH			
VENDOR TOTAL:					11481.00					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.										
61646	10/12/20	4341 Water		10/21/20	32.80	.00	ACH			
62007	10/12/20	4341 Water		10/21/20	32.80	.00	ACH			
62239	10/12/20	4367 Water		10/21/20	24.60	.00	ACH			
CLR0920-275	10/12/20	4356 Cooler Rental		10/21/20	10.00	.00	ACH			
CLR1020-275	10/12/20	4356 Cooler Rental		10/21/20	10.00	.00	ACH			
VENDOR TOTAL:					110.20					
VENDOR: 99009786 WADE'S PLUMBING LLC										
P71927	10/12/20	4351 Parts		10/21/20	12.16	.00	CHK			
VENDOR TOTAL:					12.16					
VENDOR: 99009812 MARLON FAIR										
10/13/20	10/13/20	0 License		10/21/20	16.00	.00	ACH			
VENDOR TOTAL:					16.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/21/20 ACCOUNT 23110

UNPAID INVOICES

RUN DATE 10/13/20 PAGE 11
02:20 PM

INVOICE DATE PO NBR DESCRIPTION

INVOICE AMOUNT TAX AMOUNT PMT TAX
AMOUNT TYPE

PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ

GRAND TOTAL: 1157415.00



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 10-20-2020
PAGE: 1

SUBJECT: Request approval of the September 2020 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Jameika Smith, Deputy Clerk - Accounting Assistant, or David Wise,
Manager of Accounting & Finance

SUGGESTED MOTION:

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



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,472,500.00	7,472,500.00	279,888.91	7,331,965.34	-140,534.66	98.12 %
206 - LIEU OF TAXES	790,500.00	835,000.00	2,118.88	789,197.73	-45,802.27	94.51 %
220 - LICENSES AND PERMITS	238,000.00	247,000.00	32,692.62	325,123.03	78,123.03	131.63 %
230 - INTERGOVERNMENTAL REVENUES	9,217,500.00	9,273,613.00	760,730.18	9,786,626.38	513,013.38	105.53 %
250 - GRANTS	975,247.00	1,049,247.00	5,460.75	816,977.89	-232,269.11	77.86 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	200.00	25,739.91	1,239.91	105.06 %
330 - FINES AND FORFEITS	563,000.00	513,000.00	41,072.75	431,291.67	-81,708.33	84.07 %
340 - MISCELLANEOUS	627,620.00	552,870.00	74,508.64	647,337.48	94,467.48	117.09 %
360 - CHARGES FOR SERVICES	1,550.00	1,800.00	25.00	2,980.50	1,180.50	165.58 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,155,000.00	3,155,000.00	113,750.00	1,882,273.50	-1,272,726.50	59.66 %
631 - ODDFELLOWS	5,000.00	5,000.00	317.28	3,904.04	-1,095.96	78.08 %
Department: 000 - UNDESIGNATED Total:	23,070,417.00	23,129,530.00	1,310,765.01	22,043,417.47	-1,086,112.53	95.30 %
Revenue Total:	23,070,417.00	23,129,530.00	1,310,765.01	22,043,417.47	-1,086,112.53	95.30 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,060.00	197,633.15	16,408.34	196,557.73	1,075.42	99.46 %
600 - CONTRACTUAL SERVICES	17,500.00	11,050.00	505.79	8,184.96	2,865.04	74.07 %
Department: 100 - BOARD OF ALDERMEN Total:	224,560.00	208,683.15	16,914.13	204,742.69	3,940.46	98.11 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	320,745.00	310,928.24	20,886.37	308,490.75	2,437.49	99.22 %
500 - SUPPLIES	12,500.00	15,000.00	181.74	14,954.18	45.82	99.69 %
600 - CONTRACTUAL SERVICES	20,700.00	23,200.00	789.01	22,623.75	576.25	97.52 %
900 - CAPITAL OUTLAY	15,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	369,445.00	350,628.24	21,857.12	346,068.68	4,559.56	98.70 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,750.00	141.80	1,648.56	101.44	94.20 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,750.00	141.80	1,648.56	101.44	94.20 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,110.00	147,094.94	9,419.23	144,662.44	2,432.50	98.35 %
500 - SUPPLIES	2,100.00	2,100.00	5.35	277.03	1,822.97	13.19 %
600 - CONTRACTUAL SERVICES	122,900.00	252,900.00	11,142.22	250,713.21	2,186.79	99.14 %
900 - CAPITAL OUTLAY	0.00	1,500.00	0.00	1,345.00	155.00	89.67 %
Department: 120 - MAYORS OFFICE Total:	279,110.00	403,594.94	20,566.80	396,997.68	6,597.26	98.37 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	293,480.00	284,031.12	27,484.42	283,733.90	297.22	99.90 %
500 - SUPPLIES	2,000.00	500.00	0.00	147.28	352.72	29.46 %
600 - CONTRACTUAL SERVICES	83,000.00	108,729.00	1,645.28	108,186.96	542.04	99.50 %
900 - CAPITAL OUTLAY	65,000.00	79,172.00	4,035.00	79,530.29	-358.29	100.45 %
Department: 123 - IT Total:	443,480.00	472,432.12	33,164.70	471,598.43	833.69	99.82 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	400,440.00	381,834.94	29,623.74	369,486.94	12,348.00	96.77 %
600 - CONTRACTUAL SERVICES	86,000.00	89,500.00	39,100.00	89,450.00	50.00	99.94 %
Department: 142 - CITY CLERKS OFFICE Total:	486,440.00	471,334.94	68,723.74	458,936.94	12,398.00	97.37 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	3,000.00	2,000.00	0.00	1,339.79	660.21	66.99 %
500 - SUPPLIES	12,072.00	9,572.00	1,019.45	8,540.23	1,031.77	89.22 %
600 - CONTRACTUAL SERVICES	31,000.00	25,500.00	9,449.34	25,320.81	179.19	99.30 %
900 - CAPITAL OUTLAY	3,000.00	3,550.00	604.80	3,504.80	45.20	98.73 %
Department: 145 - OTHER ADMINISTRATIVE Total:	49,072.00	40,622.00	11,073.59	38,705.63	1,916.37	95.28 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,200.00	350.00	8,047.50	-847.50	111.77 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,200.00	350.00	8,047.50	-847.50	111.77 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,950.00	69,950.00	5,387.00	70,031.00	-81.00	100.12 %
Department: 160 - ATTORNEY AND STAFF Total:	69,950.00	69,950.00	5,387.00	70,031.00	-81.00	100.12 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	163,000.00	199,000.00	12,900.40	198,726.30	273.70	99.86 %
Department: 169 - LEGAL Total:	163,000.00	199,000.00	12,900.40	198,726.30	273.70	99.86 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	225,925.00	209,043.30	17,513.13	208,405.04	638.26	99.69 %
500 - SUPPLIES	5,000.00	4,500.00	156.99	1,694.90	2,805.10	37.66 %
600 - CONTRACTUAL SERVICES	40,750.00	37,700.00	618.12	17,953.74	19,746.26	47.62 %
Department: 180 - HUMAN RESOURCES Total:	271,675.00	251,243.30	18,288.24	228,053.68	23,189.62	90.77 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	263,015.00	242,468.05	20,182.34	239,589.42	2,878.63	98.81 %
500 - SUPPLIES	3,150.00	1,600.00	6.00	586.08	1,013.92	36.63 %
600 - CONTRACTUAL SERVICES	79,300.00	66,750.00	2,026.80	54,255.33	12,494.67	81.28 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	22,765.31	2,234.69	91.06 %
Department: 190 - CITY PLANNER Total:	370,465.00	335,818.05	22,215.14	317,196.14	18,621.91	94.45 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	118,250.00	118,250.00	6,381.27	106,115.26	12,134.74	89.74 %
Department: 191 - EXTERNAL SERVICE Total:	118,250.00	118,250.00	6,381.27	106,115.26	12,134.74	89.74 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	6,000.00	37,000.00	17,898.70	35,538.30	1,461.70	96.05 %
600 - CONTRACTUAL SERVICES	87,500.00	87,500.00	6,927.30	81,755.13	5,744.87	93.43 %
800 - DEBT SERVICE	3,590.00	3,590.00	0.00	3,586.00	4.00	99.89 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	97,090.00	128,090.00	24,826.00	120,879.43	7,210.57	94.37 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	23,499.00	1,501.00	94.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	50,156.14	109,102.14	-42,174.14	163.01 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	32,000.00	0.00	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	125,928.00	125,928.00	50,156.14	164,601.14	-38,673.14	130.71 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	25,500.00	27,500.00	1,500.00	27,491.00	9.00	99.97 %
631 - ODDFELLOWS	20,000.00	20,400.00	1,700.00	20,400.00	0.00	100.00 %
990 - TRANSFERS	0.00	0.00	0.00	8,500.00	-8,500.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	45,500.00	47,900.00	3,200.00	56,391.00	-8,491.00	117.73 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	245,165.00	266,426.74	20,494.20	258,162.92	8,263.82	96.90 %
500 - SUPPLIES	3,400.00	4,150.00	230.16	3,979.13	170.87	95.88 %
600 - CONTRACTUAL SERVICES	17,500.00	14,350.00	1,518.90	14,237.10	112.90	99.21 %
800 - DEBT SERVICE	5,244.00	5,244.00	436.95	5,243.40	0.60	99.99 %
900 - CAPITAL OUTLAY	3,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 197 - ENGINEERING Total:	274,309.00	290,170.74	22,680.21	281,622.55	8,548.19	97.05 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,103,238.00	4,072,901.33	297,074.99	3,910,866.26	162,035.07	96.02 %
500 - SUPPLIES	446,000.00	416,000.00	35,029.66	373,210.28	42,789.72	89.71 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	484,700.00	486,700.00	41,862.20	478,510.74	8,189.26	98.32 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,578.00	46,678.00	21,195.00	46,637.42	40.58	99.91 %
800 - DEBT SERVICE	107,000.00	107,000.00	0.00	82,670.84	24,329.16	77.26 %
900 - CAPITAL OUTLAY	50,000.00	65,829.00	0.00	65,446.96	382.04	99.42 %
Department: 201 - POLICE DEPARTMENT Total:	5,196,516.00	5,195,108.33	395,161.85	4,957,342.50	237,765.83	95.42 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	318,300.00	318,300.00	18,054.70	275,673.20	42,626.80	86.61 %
600 - CONTRACTUAL SERVICES	1,000.00	500.00	0.00	0.00	500.00	0.00 %
Department: 245 - DISPATCHERS Total:	319,300.00	318,800.00	18,054.70	275,673.20	43,126.80	86.47 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,080.00	120,080.00	5,893.52	88,955.49	31,124.51	74.08 %
Department: 254 - DUI GRANT Total:	120,080.00	120,080.00	5,893.52	88,955.49	31,124.51	74.08 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,061,245.00	4,085,839.14	315,828.79	4,048,957.91	36,881.23	99.10 %
500 - SUPPLIES	102,350.00	90,500.00	7,866.38	84,348.32	6,151.68	93.20 %
600 - CONTRACTUAL SERVICES	324,100.00	288,450.00	14,870.92	264,426.99	24,023.01	91.67 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	43,113.00	0.00	37,167.21	5,945.79	86.21 %
800 - DEBT SERVICE	100,000.00	0.00	0.00	0.00	0.00	0.00 %
900 - CAPITAL OUTLAY	65,000.00	60,000.00	5,792.00	47,085.42	12,914.58	78.48 %
Department: 261 - FIRE DEPARTMENT Total:	4,652,695.00	4,567,902.14	344,358.09	4,481,985.85	85,916.29	98.12 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	243,730.00	235,475.40	12,435.46	213,675.73	21,799.67	90.74 %
500 - SUPPLIES	5,750.00	5,450.00	183.66	3,666.34	1,783.66	67.27 %
600 - CONTRACTUAL SERVICES	25,150.00	17,625.00	496.15	13,293.92	4,331.08	75.43 %
800 - DEBT SERVICE	5,244.00	10,669.00	436.95	10,659.91	9.09	99.91 %
Department: 281 - BUILDING/CODES OFFICE Total:	279,874.00	269,219.40	13,552.22	241,295.90	27,923.50	89.63 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	9,631.49	16,770.10	229.90	98.65 %
900 - CAPITAL OUTLAY	0.00	10,408.00	0.00	10,408.00	0.00	100.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	17,000.00	27,408.00	9,631.49	27,178.10	229.90	99.16 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	786,015.00	627,649.65	44,862.14	586,877.28	40,772.37	93.50 %
500 - SUPPLIES	192,500.00	212,500.00	37,249.24	209,442.21	3,057.79	98.56 %
600 - CONTRACTUAL SERVICES	588,375.00	578,875.00	44,964.89	577,476.20	1,398.80	99.76 %
800 - DEBT SERVICE	31,213.00	71,213.00	0.00	36,628.33	34,584.67	51.43 %
900 - CAPITAL OUTLAY	10,000.00	6,000.00	0.00	3,736.04	2,263.96	62.27 %
Department: 301 - STREET DEPARTMENT Total:	1,608,103.00	1,496,237.65	127,076.27	1,414,160.06	82,077.59	94.51 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	96,030.00	89,730.00	3,502.10	77,351.59	12,378.41	86.20 %
500 - SUPPLIES	3,000.00	3,000.00	80.53	2,525.90	474.10	84.20 %
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	112.92	4,565.98	934.02	83.02 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	125,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	229,530.00	223,230.00	3,695.55	209,443.47	13,786.53	93.82 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	903,280.00	702,007.00	58,378.99	691,203.58	10,803.42	98.46 %
500 - SUPPLIES	320,000.00	249,725.00	15,976.44	145,824.29	103,900.71	58.39 %
600 - CONTRACTUAL SERVICES	527,350.00	469,850.00	25,949.80	421,583.17	48,266.83	89.73 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	6,500.00	0.00	6,500.00	0.00	100.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	17,956.00	0.00	100.00 %
900 - CAPITAL OUTLAY	2,500.00	21,600.00	0.00	21,749.60	-149.60	100.69 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,771,086.00	1,467,638.00	104,794.23	1,304,816.64	162,821.36	88.91 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	0.00	0.00	27.38	-27.38	0.00 %
600 - CONTRACTUAL SERVICES	0.00	40,000.00	4,804.97	16,422.03	23,577.97	41.06 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	40,000.00	4,804.97	16,449.41	23,550.59	41.12 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	2,605.11	12,394.89	17.37 %
900 - CAPITAL OUTLAY	1,073,067.00	1,527,067.00	25,175.82	942,884.82	584,182.18	61.74 %
Department: 600 - CAPITAL PROJECTS Total:	1,088,067.00	1,542,067.00	25,175.82	945,489.93	596,577.07	61.31 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	3,500.00	64,000.00	0.00	100.00 %
900 - CAPITAL OUTLAY	210,000.00	210,000.00	0.00	210,000.00	0.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	274,000.00	274,000.00	3,500.00	274,000.00	0.00	100.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,213,492.00	2,383,492.00	717,387.50	2,291,916.39	91,575.61	96.16 %
Department: 800 - DEBT SERVICE Total:	2,213,492.00	2,383,492.00	717,387.50	2,291,916.39	91,575.61	96.16 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,897,500.00	1,661,752.00	0.00	17,907.04	1,643,844.96	1.08 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,897,500.00	1,661,752.00	0.00	17,907.04	1,643,844.96	1.08 %
Expense Total:	23,084,517.00	23,129,530.00	2,111,912.49	20,036,976.59	3,092,553.41	86.63 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-14,100.00	0.00	-801,147.48	2,006,440.88	2,006,440.88	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	1,167.00	11,314.00	1,314.00	113.14 %
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	1,167.00	11,314.00	-23,686.00	32.33 %
Revenue Total:	35,000.00	35,000.00	1,167.00	11,314.00	-23,686.00	32.33 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	163.93	4,836.07	3.28 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	26,850.00	26,850.00	1,150.00	95.89 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	35,000.00	26,850.00	27,013.93	7,986.07	77.18 %
Expense Total:	35,000.00	35,000.00	26,850.00	27,013.93	7,986.07	77.18 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-25,683.00	-15,699.93	-15,699.93	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	144,112.32	10,112.32	107.55 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	449,000.00	449,000.00	0.00	144,112.32	-304,887.68	32.10 %
Revenue Total:	449,000.00	449,000.00	0.00	144,112.32	-304,887.68	32.10 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	173.00	827.00	17.30 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	8,101.71	17,898.29	31.16 %
800 - DEBT SERVICE	266,364.00	266,364.00	41,733.93	266,363.89	0.11	100.00 %
900 - CAPITAL OUTLAY	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	449,000.00	449,000.00	41,733.93	274,638.60	174,361.40	61.17 %
Expense Total:	449,000.00	449,000.00	41,733.93	274,638.60	174,361.40	61.17 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-41,733.93	-130,526.28	-130,526.28	0.00 %

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For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	54,987.00	-15,964.00	77.50 %
340 - MISCELLANEOUS	50,250.00	50,250.00	2,625.00	28,148.81	-22,101.19	56.02 %
360 - CHARGES FOR SERVICES	673,608.00	569,840.25	41,617.10	515,917.00	-53,923.25	90.54 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,350,809.00	1,247,041.25	44,242.10	599,052.81	-647,988.44	48.04 %
Revenue Total:	1,350,809.00	1,247,041.25	44,242.10	599,052.81	-647,988.44	48.04 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	173,420.00	170,652.25	9,663.28	126,739.12	43,913.13	74.27 %
500 - SUPPLIES	472,700.00	372,700.00	14,005.01	288,851.97	83,848.03	77.50 %
600 - CONTRACTUAL SERVICES	104,850.00	117,350.00	5,292.87	88,939.97	28,410.03	75.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	35,408.00	35,408.00	0.00	587.67	34,820.33	1.66 %
900 - CAPITAL OUTLAY	564,431.00	550,931.00	0.00	0.00	550,931.00	0.00 %
Department: 505 - AIRPORT Total:	1,350,809.00	1,247,041.25	28,961.16	505,118.73	741,922.52	40.51 %
Expense Total:	1,350,809.00	1,247,041.25	28,961.16	505,118.73	741,922.52	40.51 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	15,280.94	93,934.08	93,934.08	0.00 %

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For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	148,133.00	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
Department: 000 - UNDESIGNATED Total:	148,133.00	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
Revenue Total:	148,133.00	98,836.00	0.00	31,982.80	-66,853.20	32.36 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	44,559.00	44,559.00	0.00	0.00	44,559.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	103,574.00	54,277.00	0.00	39,296.91	14,980.09	72.40 %
Department: 515 - RESTRICTED PROJECTS Total:	148,133.00	98,836.00	0.00	39,296.91	59,539.09	39.76 %
Expense Total:	148,133.00	98,836.00	0.00	39,296.91	59,539.09	39.76 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	-7,314.11	-7,314.11	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,804,000.00	2,737,000.00	244,109.86	2,856,919.48	119,919.48	104.38 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	330,000.00	330,000.00	0.00	2,709.00	-327,291.00	0.82 %
Department: 000 - UNDESIGNATED Total:	3,134,000.00	3,067,000.00	244,109.86	2,859,628.48	-207,371.52	93.24 %
Revenue Total:	3,134,000.00	3,067,000.00	244,109.86	2,859,628.48	-207,371.52	93.24 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,544,085.00	1,488,285.00	101,941.10	1,382,611.01	105,673.99	92.90 %
500 - SUPPLIES	297,000.00	289,500.00	4,614.90	252,742.09	36,757.91	87.30 %
600 - CONTRACTUAL SERVICES	810,750.00	807,050.00	86,489.56	872,673.23	-65,623.23	108.13 %
800 - DEBT SERVICE	173,868.00	224,203.00	0.00	260,987.04	-36,784.04	116.41 %
900 - CAPITAL OUTLAY	308,297.00	257,962.00	0.00	28,859.29	229,102.71	11.19 %
Department: 322 - SANITATION DEPARTMENT Total:	3,134,000.00	3,067,000.00	193,045.56	2,797,872.66	269,127.34	91.23 %
Expense Total:	3,134,000.00	3,067,000.00	193,045.56	2,797,872.66	269,127.34	91.23 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	51,064.30	61,755.82	61,755.82	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	851.25	851.25	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	-2,347.73	269,001.87	19,001.87	107.60 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	-2,347.73	269,853.12	19,853.12	107.94 %
Revenue Total:	250,000.00	250,000.00	-2,347.73	269,853.12	19,853.12	107.94 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Department: 323 - LANDFILL Total:	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Expense Total:	250,000.00	250,000.00	0.00	851.25	249,148.75	0.34 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	-2,347.73	269,001.87	269,001.87	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	45,000.00	45,000.00	4,200.50	38,659.75	-6,340.25	85.91 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	50,156.14	50,156.14	50,156.14	0.00 %
Department: 000 - UNDESIGNATED Total:	45,000.00	45,000.00	54,356.64	88,815.89	43,815.89	197.37 %
Revenue Total:	45,000.00	45,000.00	54,356.64	88,815.89	43,815.89	197.37 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	45,000.00	45,000.00	0.00	88,815.89	-43,815.89	197.37 %
Department: 112 - COMPUTER ASSESMENTS Total:	45,000.00	45,000.00	0.00	88,815.89	-43,815.89	197.37 %
Expense Total:	45,000.00	45,000.00	0.00	88,815.89	-43,815.89	197.37 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	54,356.64	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	2,515.02	40,174.42	30,174.42	401.74 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,010,000.00	2,010,000.00	2,515.02	40,174.42	-1,969,825.58	2.00 %
Revenue Total:	2,010,000.00	2,010,000.00	2,515.02	40,174.42	-1,969,825.58	2.00 %
Expense						
Department: 331 - INDUSTRIAL PARK						
990 - TRANSFERS	0.00	0.00	0.00	252,298.30	-252,298.30	0.00 %
Department: 331 - INDUSTRIAL PARK Total:	0.00	0.00	0.00	252,298.30	-252,298.30	0.00 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,010,000.00	2,010,000.00	2,441.62	844,300.22	1,165,699.78	42.00 %
Department: 600 - CAPITAL PROJECTS Total:	2,010,000.00	2,010,000.00	2,441.62	844,300.22	1,165,699.78	42.00 %
Expense Total:	2,010,000.00	2,010,000.00	2,441.62	1,096,598.52	913,401.48	54.56 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	73.40	-1,056,424.10	-1,056,424.10	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - PARKING MILL PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Revenue Total:	0.00	0.00	0.00	5,000.00	5,000.00	0.00 %
Expense						
Department: 656 - PARKING MILL PROJECT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Department: 656 - PARKING MILL PROJECT Total:	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Expense Total:	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Fund: 311 - PARKING MILL PROJECT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	4,340.04	48,942.86	38,942.86	489.43 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,240,000.00	1,240,000.00	0.00	2,881,040.26	1,641,040.26	232.34 %
Department: 000 - UNDESIGNATED Total:	1,250,000.00	1,250,000.00	4,340.04	2,929,983.12	1,679,983.12	234.40 %
Revenue Total:	1,250,000.00	1,250,000.00	4,340.04	2,929,983.12	1,679,983.12	234.40 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	1,245,000.00	1,245,000.00	863,419.46	1,142,250.03	102,749.97	91.75 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,250,000.00	863,419.46	1,142,250.03	107,749.97	91.38 %
Expense Total:	1,250,000.00	1,250,000.00	863,419.46	1,142,250.03	107,749.97	91.38 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-859,079.42	1,787,733.09	1,787,733.09	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,850,000.00	1,850,000.00	151,943.81	1,910,874.23	60,874.23	103.29 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,525,000.00	2,525,000.00	151,943.81	1,910,874.23	-614,125.77	75.68 %
Revenue Total:	2,525,000.00	2,525,000.00	151,943.81	1,910,874.23	-614,125.77	75.68 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	418,715.00	418,715.00	0.00	646,828.23	-228,113.23	154.48 %
900 - CAPITAL OUTLAY	1,106,285.00	1,106,285.00	0.00	0.00	1,106,285.00	0.00 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	250,000.00	0.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	1,775,000.00	1,775,000.00	0.00	896,828.23	878,171.77	50.53 %
Expense Total:	1,775,000.00	1,775,000.00	0.00	896,828.23	878,171.77	50.53 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	750,000.00	750,000.00	151,943.81	1,014,046.00	264,046.00	135.21 %
Report Surplus (Deficit):	735,900.00	750,000.00	-1,457,272.47	4,022,947.32	3,272,947.32	536.39 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-14,100.00	0.00	-801,147.48	2,006,440.88	2,006,440.88
002 - RESTRICTED POLICE FUND	0.00	0.00	-25,683.00	-15,699.93	-15,699.93
003 - RESTRICTED FIRE FUND	0.00	0.00	-41,733.93	-130,526.28	-130,526.28
015 - AIRPORT FUND	0.00	0.00	15,280.94	93,934.08	93,934.08
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	-7,314.11	-7,314.11
022 - ENVIRONMENTAL SERVICES	0.00	0.00	51,064.30	61,755.82	61,755.82
023 - LANDFILL ACCOUNT	0.00	0.00	-2,347.73	269,001.87	269,001.87
107 - COMPUTER ASSESSMENTS	0.00	0.00	54,356.64	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	73.40	-1,056,424.10	-1,056,424.10
311 - PARKING MILL PROJECT	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-859,079.42	1,787,733.09	1,787,733.09
375 - PARK AND REC TOURISM	750,000.00	750,000.00	151,943.81	1,014,046.00	264,046.00
Report Surplus (Deficit):	735,900.00	750,000.00	-1,457,272.47	4,022,947.32	3,272,947.32



Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Report
As of September 30, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 39,250,000	\$ 3,601,540	\$ 38,489,535	(760,465)	98.06%
Other Revenue	1,742,000	148,630	1,820,696	78,696	104.52%
Total Revenue	\$ 40,992,000	\$ 3,750,170	\$ 40,310,231	(681,769)	98.34%
<u>Expenses</u>					
Purchased Power Expense	\$ 31,000,000	\$ 2,872,889	\$ 30,104,283	895,717	97.11%
Payroll Expenses	2,384,863	197,861	2,369,573	15,290	99.36%
Operating Expenses	1,034,000	206,790	916,246	117,754	88.61%
Maintenance Expense	1,295,500	177,248	1,192,284	103,216	92.03%
Capital Expense	3,362,099	451,624	3,202,223	159,876	95.24%
Debt Expense	496,438	2,160	498,598	(2,160)	100.44%
Tax Equivalency	1,365,000	113,750	1,365,000	-	100.00%
Total Expenses	\$ 40,937,900	\$ 4,022,322	\$ 39,648,207	1,289,693	96.85%
Total Revenue Over Expenses	\$ 54,100	\$ (272,152)	\$ 662,024	\$ 607,924	1223.71%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



Starkville Utilities – Water & Sewer Department
Budget Year 2020 (10/2019-9/2020) Report
As of September 30, 2020

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 6,400,000	\$ 642,916	\$ 6,427,158	27,158	100.42%
Other Revenues	941,971	61,917	1,025,830	83,859	108.90%
Total Revenues	\$ 7,341,971	\$ 704,833	\$ 7,452,988	111,017	101.51%
<u>Expenses</u>					
Payroll Expense	\$ 1,871,938	\$ 162,829	\$ 1,800,794	71,144	96.20%
Operating Expense	1,367,500	102,409	1,278,711	88,789	93.51%
Maintenance Expense	2,289,255	161,236	2,197,663	91,592	96.00%
Capital Expense	720,100	67,145	784,234	(64,134)	108.91%
Debt Expense	1,496,575	52,363	1,332,612	163,963	89.04%
Total Expenses	\$ 7,745,368	\$ 545,982	\$ 7,394,014	351,354	95.46%
Total Revenues Over Expenses	\$ (403,397)	\$ 158,851	\$ 58,974	\$ 462,371	-14.62%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



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

AGENDA ITEM NO:
AGENDA DATE: October 20, 2020
PAGE: 1

SUBJECT: Request authorization to purchase 2 (two) Hurst Jaws of Life Systems as Sole Source items from Municipal Emergency Services, Inc. for the Starkville Fire Department in the amount of \$ 63,317.57.

AMOUNT & SOURCE OF FUNDING: Cost of the Jaws of Life Systems will be included in the financing of the two new trucks arriving in November.

FISCAL NOTE: Item is considered sole source in that this is the recommended system for the two new trucks arriving in November - See dealer letter attached.
(Ordering directly from the company will result in a savings of approximately \$4,000)

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to purchase 2 (two) Hurst Jaws of Life Systems as Sole Source items from Municipal Emergency Services, Inc. for the Starkville Fire Department in the amount of \$ 63,317.57.



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 06/03/2020
Quote # QT1373446
Expires 07/03/2020
Sales Rep Beall, Stanley
PO #
Shipping Method FedEx Ground

Bill To
 STARKVILLE FIRE DEPT
 503 EAST LAMPKIN STREET
 Starkville MS 39759
 United States

Ship To
 STARKVILLE FIRE DEPT
 503 EAST LAMPKIN STREET
 Starkville MS 39759
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
272788000			S 788E2 Package (includes S 788E2, charger, and 2 EXL batteries)	2	7,923.70	15,847.40
271555000			SP 555E2 Spreader Package w/ charger and 2 EXL batteries	2	8,749.51	17,499.02
274085000			R 421E2 Ram Package (includes R 421E2 Ram, charger, and 2 EXL batteries)	2	6,124.99	12,249.98
273100000			StrongArm Fire 100E Pkg Blue w/ 2 tips, 2 batt. & 1 charger	1	7,065.00	7,065.00
272085412			Hurst 110v E2 Pwr Supply w/Plg	2	597.87	1,195.74
273023000			SC 358E2 Combi Package (includes SC 358E2 Combi, charger, and 2 EXL batteries)	1	9,060.43	9,060.43

Subtotal 62,917.57
Shipping Cost (FedEx Ground) 400.00
Total \$63,317.57

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1373446



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

February 4, 2020

Starkville Fire Department
Chief Charles Yarbrough
503 East Lampkin St.
Starkville, MS 39759

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst® StrongArm® rescue equipment includes the State of Mississippi and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by Hurst Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst StrongArm® rescue equipment:

MES - Texas
Houston, TX 77060
Phone Number: 800-784-0404
Fax Number: 281-442-9199

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Canon', with a long horizontal flourish extending to the right.

Mike Canon
Vice President of Sales
Hurst Jaws of Life, Inc.

tar

Cc: Barry Hopper, Southeast Regional Sales Manager, Hurst Jaws of Life, Inc.



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

AGENDA ITEM NO:
AGENDA DATE: October 20, 2020
PAGE: 1

SUBJECT: Request authorization to accept the lowest quote from NAFECO in the amount of \$13,523.70 for 2 (two) Ramfans with chargers, batteries and mounting kits for the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING: Cost will be included in the financing of the two new trucks arriving in November.

FISCAL NOTE:

Two quotes received: NAFECO	\$13,523.70
Alert Visions	\$13,941.90

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval to accept the lowest quote from NAFECO in the amount of \$13,523.70 for 2 (two) Ramfans with chargers, batteries and mounting kits for the Starkville Fire Department.

11179 Hopson Road, Suite 2
Ashland, VA 23005
Phone: (804) 412-378
Fax: (804) 752-6100



<i>QUOTATION</i>

Quote Number: 589546

Terms: NET 30

F.O.B.: Ship Point

Attention: **Jonathan Wade**

Fax:

Signature: *Michelle Curlette*

Qty.	Item #	Description	Each	Total
2	EL-6500ZAC	Ramfan EX150Li zero downtime pkg w/115v Fan	\$6,970.95	\$13,941.90
		115VAC charger Notes: /4 x batteries/Truck mount kit		
			SUBTOTAL	
			ESTIMATED TAX	NA
			FREIGHT	TBD
			<i>TOTAL</i>	\$13,941.90

Thank you for your business.

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q420925403

Date: 9/25/2020
Expires: 10/25/2020
FOB: Origin

Customer Number: STA175

Customer Information: CITY OF STARKVILLE, MS

Address: CITY HALL ACCOUNTS PAYABLE
110 WEST MAIN STREET
STARKVILLE, MS 39759

Attention: Jonathan Wade

Phone: 6627693048

Email: mississippi4949@yahoo.com

Prepared By: Ryan Brown

Qty.	Product	Description	Each	Total
2	EL-6500ZAC	Ramfan EX150Li zero downtime pkg w/115v Fan/115VAC charger /4 x batteries/Truck mount kit	\$6,761.85	\$13,523.70
				Total: \$13,523.70
				tax & freight to be determined

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 20, 2020

Page: 1

SUBJECT:

Request authorization to hire Nicholas Browning and Michael Hodges as an Entry Level Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Nicholas Browning - Grade 9, non-exempt salary for Entry Level Police Officers \$36,335 (\$16.25 per hour) based on 2236 hours per year.

Michael Hodges - Grade 9, non-exempt salary for Entry Level Police Officers \$36,335 (\$16.25 per hour) based on 2236 hours per year.

LINE ITEM

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

AUTHORIZATION HISTORY:

Nicholas Browning and Micheal Hodges are filling replacement positions previously held by Nicholas Bean and Quinton Alexander.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Request authorization to hire Nicholas Browning and Michael Hodges as an Entry Level Police Officers in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 20, 2020
Page: 1

SUBJECT:

Request authorization to hire Octavis Brown as a Maintenance Worker for the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Octavis Brown - Annual Salary of \$25,106 (\$12.07 per hour) for entry level based on 2080 hours

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This is a replacement position previously held by Gregory Grayer

REQUESTING DEPARTMENT:

Starkville Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Octavis Brown as a Maintenance Worker for the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 20, 2020
Page: 1

SUBJECT:

Request authorization to change the employment status of Savanna Sanchez from part-time to full-time as a Certified Firefighter and to hire Matthew Schober as a part-time Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Savanna Sanchez - Base Salary of \$33,072 (\$12.00 per hour) for entry level, based on 2756 hours.

Matthew Schober - This position will be paid only for actual hours worked, not to exceed twenty (24) hours per shift at \$12.00 per hour. This position will not be eligible for benefits..

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

Savanna Sanchez is replacing Elliot Johnson who resigned. Matthew Schober is replacing Savanna Sanchez, who is being considered for a full time position.

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 change the employment status of Savanna Sanchez from part-time to full-time as a Certified Firefighter and to hire Matthew Schober as a part-time Firefighter in the Starkville Fire Department.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 10-20-2020
PAGE: 1 of 63

SUBJECT: The Starkville Police Department is requesting permission to enter into a grant agreement with the State of Mississippi Department of Public Safety as a sub grantee for the MS Coronavirus Emergency Supplemental Funding Grant. This grant will be used to assist in Governor Executive Order and City of Starkville Ordinance Enforcement, as well as allocating personnel for COVID19 related missions. The grant is a supplemental grant for sworn officer overtime and is 100% reimbursable.

AMOUNT & SOURCE OF FUNDING: \$10,000.00 MS Coronavirus Emergency Supplemental Funding Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mark Ballard

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

SUGGESTED MOTION:

Move for approval for the Police Department to enter into a grant agreement with State of Mississippi's Department of Public Safety as a sub grantee for \$10,000.00. This funding is a reimbursable overtime grant.

The grant is 100% reimbursable through the FY21 MS Coronavirus Emergency Supplemental Funding Grant.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

October 1, 2020

Lynn Spruill, Mayor
City of Starkville Police Department
110 W. Main Street
Starkville, MS 39759

Subject: Project Number: 20LX2311
Program: FY 2020 Coronavirus Emergency Supplemental Funding
Effective Date: **March 14, 2020**

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Coronavirus Emergency Supplemental Funding (CESF)** in the amount of **\$10,000.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP CESF Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 13 (with the exception of item #9)** should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 977-3756.

Oct. 22 due date

Sincerely,


Emberly K. Holmes
Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number: City of Starkville 110 W. Main Street Starkville, MS 39759 662-323-4131 c.jackson@cityofstarkville.org	2. Effective Date: March 14, 2020 3. Sub-grant Number: 20LX2311 4. Grant Identifier: 2020-VD-BX-0664 5. Beginning & Ending Dates: 03/14/2020 thru 01/30/2022 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
--	--

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	\$ 10,000.00						\$ 10,000.00
Fringe Benefits							
Equipment							
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$ 10,000.00	100%					\$ 10,000.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
---	--

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill Mayor
11. Signature: _____ Date: _____ 	12. Signature: _____ Date: _____

**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Starkville			
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
20LX2311	2020-VD-BX-0664	03/14/2020	01/30/2022
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	FY 2020 Coronavirus Emergency Supplemental Funding	\$ 10,000.00				\$ 10,000.00
TOTAL		\$ 10,000.00				\$ 10,000.00

DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville					Page 1 of 1
2. Sub-grant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
20LX2311	2020-VD-BX-0664	03/14/2020	01/30/2022		
6. Activity: FY 2020 Coronavirus Emergency Supplemental Funding					
7. DFSP Use Only	8. Category	10. Description of item and/or Basis for Valuation	11. Budget		
	9. Line Item		Federal	All Other	Total
	PERSONNEL	Overtime for sworn officers @ (not to exceed \$25.00 per hr. @ 400 hrs.)	\$ 10,000.00		\$ 10,000.00
		Total	\$ 10,000.00		\$ 10,000.00

CESF AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Sub-grant Contact Person

Date



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) BJA-CESF Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H) if applicable

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) BJA-CESF Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location



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of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) BJA-CESF Standard Award Policy and Special Conditions

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) _____ Federal (October - September)
_____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ____ Yes ____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor all f subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) BJA-CESF Standard Award Policy and Special Conditions

Requirement to report potentially duplicative funding – If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the Office of Justice Programs awarding agency in writing of the potential duplication, and if so, requested by the OJP awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.

All subawards (“subgrants”) must have specific federal authorization – The recipient at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that for purposes of federal grants administrative requirements. The details of the requirement for authorization of any subaward are posted on the

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final



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Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.



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Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving.” 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar



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misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance



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period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☐ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby 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.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) BJA-CESF Standard Award Policy and Special Conditions

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; 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 understanding 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.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title: _____

Organizational Name (Subgrantee or Funded Entity): _____

Address: _____

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number: _____

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION “B” (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION “C” (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official’s Signature
(Subgrantee)

Date

Typed or Printed Name

Person’s Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under “Part 1” on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

- ☐ Yes
- ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

- ☐ Yes – submitted an EEOP Short Form
- ☐ Yes – submitted a certification
- ☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- ☐ Yes
☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- ☐ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- ☐ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- ☐ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☐ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes

☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes

☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes

☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes

☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

Yes

No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s)) _____

Date of Training _____

Location of Training _____

State of Mississippi

County of _____

Signed [or attested] before me on _____, 20__ by _____

Authorized Signatory official

Stamp

Signature of Notarial Officer

Title of office

My commission expires: _____

This certification expires on: _____ *FOR OJP purposes only*

THE EDWARD BYRNE
JUSTICE ASSISTANCE GRANT
CIVIL RIGHTS COMPLIANCE

1

THE OFFICE FOR CIVIL RIGHTS ENFORCES

- Title VI of the Civil Rights Act of 1964 (*race, color, national origin*)
- Section 504 of the Rehabilitation Act of 1973 (*disability*)
- Title II of the Americans with Disabilities Act of 1990 (*disability*)
- Age Discrimination Act of 1975 (*age*)
- Title IX of the Education Amendments of 1972 (*sex in educational programs*)
- Program Statutes (e.g. Safe Streets Act, Victims of Crime Act, JIDPA) (*race, color, national origin, sex, religion, disability*)

2

WHO IS SUBJECT TO THESE
LAWS?

- Any "PROGRAM OR ACTIVITY" that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.

3

WHO IS SUBJECT TO THESE LAWS?

Examples:

- If a state Department of Public Safety receives federal funding and sub awards the funding to local community based organizations, all of the operations of the Department of Public Safety are covered, along with the operations of the local community based organizations.
- If a domestic violence shelter receives federal funds and uses the funds to operate particular programs, all of the activities of the shelter are covered, and not just the federally-funded programs.
- If a project of a county sheriff's department receives federal funds, the entire sheriff's department is covered, but not the other departments in the county.

4

Protected Classes

Race
Color
National Origin
Religion
Sex
Disability
Age

5

The statutes that OCR enforces prohibit discrimination in:

- Employment Practices
and/or
- Delivery of Services

6

DISABILITY

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal funding.
- Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability and applies to public entities, whether or not they receive federal funding.

7

Under Section 504 and Title II of the ADA

Handicapped (disabled) person means any person who

- **has a physical or mental impairment which largely limits one or more major life activities**
- **has a record of such an impairment, or**
- **is regarded as having such an impairment**

8

RELIGION

Definitions

All aspects of religious practice as well as belief
42 USC 2000e(j)
 Includes sincerely held moral or religious convictions
29 CFR 1605.1

9

NATIONAL ORIGIN DISCRIMINATION

Includes discrimination on the basis of Limited English Proficiency (LEP).

↓

A Limited English Proficient (LEP) person has a first language other than English and a restricted ability to read, speak, write, or understand English.

10

TO AVOID DISCRIMINATION AGAINST LEP PERSONS, RECIPIENTS MUST

- *reasonable steps* to ensure *valuable access* to the programs, services, and information the recipients provide, *free of charge*.
- Establish and implement *policies and procedures* for language assistance services that provide LEP persons with valuable access.

11

WHAT SHOULD A WRITTEN LEP POLICY HAVE?

FIVE ELEMENTS

1. A process for identifying LEP persons who need language assistance
2. Information about the available language assistance measures
3. Training for staff
4. Notice to LEP persons
5. Monitoring and updating the LEP policy

12

LEP RESOURCES

www.lep.gov – Contains tips and tools for different types of agencies on how to comply with requirements to provide services to LEP persons.

13

Regulation

- In the event a Federal or State court or Federal or State administrative agency makes a **FINDING OF DISCRIMINATION** after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- The recipient will provide an **EQUAL EMPLOYMENT OPPORTUNITY PLAN** if required to maintain one, where the application is for **\$25,000** or more.

14

OJP'S CIVIL RIGHTS ENFORCEMENT

- **EEOPs** (Equal Employment Opportunity Plans)
- **Complaints**
- **Findings of Discrimination**
- **Compliance Reviews**

15

SUB RECIPIENT COMPLAINT PROCEDURES

- **Sub recipients should have procedures in place for responding to discrimination complaints from clients, program participants, and employees. These procedures should include:**

1. Investigating the complaint internally, or forwarding the complaint to the Mississippi Department of Public Safety, the Office for Civil Rights, or another agency such as the EEOC;

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SUB RECIPIENT COMPLAINT PROCEDURES

2. Notifying DPS of any discrimination complaint that is not referred to DPS; and
 3. Notifying the petitioner that he/she may file a complaint directly with the DPS or OCR.
- Sub recipients should provide public notice of these complaint procedures, such as by posting signage in places of public contact and referencing the procedures in program materials.

17

WHAT IS AN EEOP?

- 
- Comprehensive document which analyzes:
 - an agency's workforce in comparison to its relevant labor market data
 - all agency employment practices to determine their impact on the basis of race, sex, or national origin
 - A tool used to identify possible problem areas where discrimination may be occurring

18

DOES AN AGENCY HAVE TO PREPARE AN EEOP?

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDP)
- Status of Organization (e.g., nonprofit)
- Amount of single award
- Number of employees

19

OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 NONDISCRIMINATION PROVISION

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

34 U.S.C. § 10228(e)

20

VICTIMS OF CRIME ACT OF 1984 NONDISCRIMINATION PROVISION

No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

34 U.S.C. § 20110(e)

21

IF / THEN	Does the recipient need to submit a Certificate of Non-Discrimination Form to DOJ?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP-100 when Report to DOJ?
Recipient is a Medical or Emergency Institution, Indian Tribe or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 50 employees	YES	NO	NO
None of the above	YES	YES	YES

CRIMINAL JUSTICE TRAINING CENTER
1000 10TH STREET, NW
WASHINGTON, DC 20034

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FOR MORE INFORMATION, PLEASE CONTACT:

OFFICE FOR CIVIL RIGHTS
OFFICE OF JUSTICE PROGRAMS
U.S. DEPARTMENT OF JUSTICE
810 7TH STREET, NW
WASHINGTON, DC 20531
TELEPHONE (202) 307-6690
TTY (202) 307-2027
KOCR@OJP.DHHS.GOV

REQUIRED TRAINING INFORMATION CAN
BE FOUND AT:
<http://www.ojp.gov/crime/justice/justice.html>

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ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

****These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.**

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
 The complainant cooperates with the discrimination complaint;
 The complainant cooperates with the enforcement of a discrimination complaint;
 The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this 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.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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 or not more than \$100,000 for each such failure.

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 to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", 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-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised May 2012

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Monthly Program Activity Report

Subgrantee:

Project Director:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Project Title:

Grant Period: Through

Grant Number:

Report Period: Through

Prepared By:

Date Submitted:

Email Address:

Brief Narrative:

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this 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.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
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 are 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 suspended, debarred, ineligible, or voluntarily excluded from participation on 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 and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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 or not more than \$100,000 for each such failure.

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 to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", 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-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised May 2012

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Monthly Program Activity Report

Subgrantee:

Project Director:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Project Title:

Grant Period: Through

Grant Number:

Report Period: Through

Prepared By:

Date Submitted:

Email Address:

Brief Narrative:

Cost Reimbursement Request				
Project Title:				
Sub-grant Name:				
Sub-grant Number:				
Dates of Expenditures:				
Signature of Authorized Signing Official				
LINE ITEMS	Contract Amount	Cumulative Amount	Current Cost	Cumulative Cost to Date
Personnel				
Fringe				
Equipment				
Travel				
Operating Expenses				
Contractual Services				
Miscellaneous				
Indirect Cost				
TOTAL EXPENDITURES				

BREAKDOWN OF EXPENDITURES

Project Title:	
Sub-grant Name & Email:	
Telephone:	
Sub-grant Number:	
Dates of Expenditures:	
Signature of person submitting report.	

LINE ITEMS	Federal Amount	Match Amount	Total
Personnel			
Fringe			
Equipment			
Travel			
Operating Expenses			
Contractual Services			
Miscellaneous			
Indirect Cost			
TOTAL EXPENDITURES			

PERSONNEL AND FRINGE BENEFITS

Subcontract Number: _____

Date: (from) _____
(to) _____

Date	Check #	Employee	Gross *	Fringe **	TOITAL
------	---------	----------	---------	-----------	--------

RETIREMENT: _____

Social Security: _____

Insurnace: _____

Unemployment: _____

Workmen's Comp: _____

TOTAL Fringe: _____

Date	Check #	Employee	Gross *	Fringe **	TOITAL
------	---------	----------	---------	-----------	--------

RETIREMENT: _____

Social Security: _____

Insurnace: _____

Unemployment: _____

Workmen's Comp: _____

TOTAL Fringe: _____

* Gross before any deductions

** Agency portion of fringe benefits not to include employees portion of fringe.

MONTHLY TIME ACTIVITY REPORT

All Project Staff

Employee Name:				Mo/Yr:
Agency:				
Date	Time In	Time Out	Total Hours	Principal Activities
Employee Signature/Date:				TOTAL:

Employer/Supervisor Signature

Date



DIVISION OF PUBLIC SAFETY PLANNING

SUB-GRANTEE'S CLOSEOUT CHECKLIST

SUB-GRANTEE: _____ SUB-GRANT NO: _____

In compliance with the requirements of DPSP Subgrantee Closeout Procedures and the terms and conditions of the subgrant, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully any item not submitted or any item to be sent separately. Use a separate sheet if necessary.)

TYPE OF DOCUMENT	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Sub-grant Compliance				
2. Final Worksheet				
3. Copy of Workers' Compensation or				
4. Copy of Cancellation/Adjustment				
5. Outstanding Claimants List				
6. Refund Check				
7. Other (Specify)				

Explanation/Comments: _____

Agreement # _____

Signature

Title

Date

*For use by DPSP only.
Not to be completed by
sub-grantee*

DE-OBLIGATION AUTHORIZATION

	<u>Federal</u>	<u>Match</u>
Grant Award	\$ _____	_____
Authorized Expenditures	\$ _____	_____
Unexpended Balance	\$ _____	_____

This is to certify and authorize decreasing the obligation for Sub-grant No. _____ by the amount of the unexpended balance as shown.

Program Manager/Director

Date

IS THIS AN ADMINISTRATIVE CLOSEOUT? __ YES __ NO

**Division of Public Safety Planning
CERTIFICATION OF SUB-GRANT COMPLIANCE**

SUB-GRANTEE:**SUB-GRANTEE NO.:****A. RELEASE**

Pursuant to the terms of said sub-grant and in consideration of the sum of

\$

Total Amount Paid & Payable by Division of Public Safety Planning

which has been or is to be repaid to the Sub-grantee or to its assignees, if any, the Sub-grantee upon payment of the said sum does remise, release, and discharge DPSP, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under arising from the said subcontract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Sub-grantee, as follows:

(If none, so state)

2. Claims together with reasonable expenses incidental thereto, based upon the liabilities of the Sub-grantee to third parties arising out of the performance of the said sub-grant, which are not known to the Sub-grantee on the date of execution of this release and of which the Sub-grantee given notice in writing to the DPSP Department Director within the period specified in the said contract.
3. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Workers' Compensation claims.

B. ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Pursuant to the terms of said sub-grant and in consideration of the reimbursement of costs and payment of fees as provided in the said sub-grant any assignment thereunder, the Sub-grantee does hereby:

1. Assign, transfer, set over and release to DPSP all rights, titles and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to DPSP) for any proceeds so collected.
3. Agree to cooperate fully with DPSP as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit DPSP, the State Attorney General's Office or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out such claim or suit.

C. INVENTORY CERTIFICATION (Select one)

1. _____ The Sub-grantee hereby certifies that all items of materials and equipment purchased, furnished or transferred of or to said Sub-grantee were done so in accordance with the terms and conditions of said sub-grant.
2. _____ The Sub-grantee hereby certifies that no equipment was furnished or acquired under the terms and conditions of said sub-grant.

D. CERTIFICATION OF CASH BALANCE

The Sub-grantee hereby certifies that the cash balance applicable to said sub-grant as of the date of the execution of this document is as follows:

- | | | | |
|----|---|-----|-----------------|
| 1. | Total DPSP funds received: | 1) | _____ |
| 2. | Less final DPSP cumulative cost reported: | 2) | _____ |
| 3. | Equals (=) unexpended balance: | 3) | _____ |
| 4. | (a) Plus (+) balance=unexpended funds:
(Refund due to DPSP) | 4a) | _____ |
| | (b) Minus (-) balance=funds dues Sub-grantee:4b)
(Sub-grantee submits request) | 4b) | _____ |
| 5. | Balance must equal zero | 5) | _____ -0- _____ |

***Refund check must include the following:**

- | | | | |
|-----|--|-----|-------|
| (a) | Unexpended funds amount: | 4a) | _____ |
| (b) | Outstanding claimants' amount
(as applicable) | | _____ |
| (c) | Total amount refunded | | _____ |

Enter Check Number _____

E. Unexpended Project Funding:

If funds were de-obligated (unexpended), please explain why funds were not expended during the allowed grant cycle and what measures will be taken to ensure future allotted funds are used in a timely manner.

F. Match Certification Verification:

The _____ hereby certifies that it has met the mandated required matching funds or services in the amount of (\$ _____) required for this subgrant according to federal guidelines. And further certifies that the match was from a non-federal source that is not being used to match other federal grants. The match was derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____

G. GENERAL STATE OF COMPLIANCE

The sub-grantee further certifies that all other terms and conditions of said sub-grant have been met.

IN WITNESS THEREOF, this Certification of Sub-grant Compliance has been executed this day of

_____, 20_____.

SUB-GRANTEE

BY SIGNATORY OFFICIAL

TITLE

WITNESSED BY:

1. _____

2. _____



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 10-20-2020
PAGE: 1 of 50

SUBJECT: The Starkville Police Department is requesting permission to enter into a grant agreement with the State of Mississippi Department of Public Safety as a sub grantee for the Justice Assistance Grant. This grant will be used to purchase 4 electronic control weapons (Tasers) for a price not to exceed \$4,564.00. The grant is a continuation grant is 100% reimbursable.

AMOUNT & SOURCE OF FUNDING: \$4,564.00 Justice Assistance Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mark Ballard

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

SUGGESTED MOTION:

Move for approval for the Police Department to enter into a grant agreement with State of Mississippi's Department of Public Safety as a sub grantee for \$4,564.00. The grant is an equipment grant.

The purchase is 100% reimbursable through the FY21 Justice Assistance Grant.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

September 29, 2020

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

Subject: Project Number: 19LB2311
Effective Date: 10/01/20

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your sub-grant application for the **Local Law Enforcement Grant** in the amount of **\$4,564.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the sub-grant.

1. Sub-grant Signature Sheet (*1 copy*)
2. Budget Summary (*initial*)
3. Cost Summary Support Sheet(s) (*initial*)
4. OJP Statement of Special Conditions (*initial*)
5. OJP Sub-grant Standard Assurances; (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certification Form (*Attachment C-2*)
9. Certification Regarding Debarment (*Attachment F*)
10. Certification Regarding Lobbying (*Attachment G*)
11. Match Certification (*Attachment H*)
12. Discrimination Complaint Policies and Procedures (*Attachment E*)

We particularly want to bring to your attention to the requirement that **items 1-11 should be signed or initialed in blue ink and returned to this office no later than October 30, 2020**. Please retain a copy for your files. If there are questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,


Emberly K. Holmes
Office Director

Enclosures

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number:

City of Starkville
 110 W. Main Street
 Starkville, MS 39759
 662-323-4131
c.jackson@cityofstarkville.org

2. Effective Date: 10/01/20

3. Sub-grant Number: 19LB2311

4. Grant Identifier: 2019-MU-BX-0045

5. Beginning & Ending Dates: 10/01/20 to 03/31/21

6. Sub-grant Payment Method: Cost Reimbursement ☒ Other: ☐

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$4,564.00	100					\$4,564.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$4,564.00						\$4,564.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions
 Standard Assurances
 Certification Regarding Equal Employment
 Civil Rights Compliance Checklist

Civil Rights Training Certification
 Certification Regarding Debarment
 Certification Regarding Lobbying
 Match Certification Form (if applicable)

AGENCY APPROVAL

SUBGRANTEE ACCEPTANCE

9. Typed Name & Title of Approving DPSP Official:

Emberly K. Holmes
Office Director

10. Typed Name & Title of Authorized Sub-grantee Official:

D. Lynn Spruill, Mayor
City of Starkville

11. Signature:

Date:

Emberly K. Holmes 09/29/2020

12. Signature:

Date:

**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Starkville					
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date		
19LB2311	2019-MU-BX-0045	10/01/20	03/31/21		
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:		
Funding Sources					
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)
	Byrne/JAG Local Law	\$4,564.00			
TOTAL		\$4,564.00			\$4,564.00

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Starkville					Page 1 of 1
2. Sub-grant Number 19LB2311	3. Grant Identifier Number 2019-MU-BX-0045	4. Beginning Date 10/01/20	5. Ending Date 03/31/21		
6. Activity: Byrne JAG Local Law					
7. DPSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation			11. Budget
	Equipment	4 – Tasers with batteries @ \$1,141.00 ea. = \$4,564.00			Federal
					All Other
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Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2019 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Certifications of Compliance with 8 U.S.C. § 1373 and 1644

No State, unit of local government or official that receives an award under the FY 2019 Byrne JAG Program may prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373 (a); or (2) a government entity or agency from sending, requesting, or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.



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Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: ☐ State (July - June)
(Check One) ☐ Federal (October - September)
 ☐ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ☐ Yes ☐ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor all f subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and



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the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final



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Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.



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Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:



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Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.



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Law Enforcement Task Forces – Required Training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Certification of Body Armor "Mandatory Wear" Policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body Armor – Compliance with NIJ Standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



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Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☐ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby 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.



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Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; 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 understanding 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.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

Address:

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

- ☐ Yes
- ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

- ☐ Yes – submitted an EEOP Short Form
- ☐ Yes – submitted a certification
- ☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☐ Yes

☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☐ Yes

☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☐ Yes

☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☐ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☐ Yes
- ☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☐ Yes
- ☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☐ Yes
- ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☐ Yes
- ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

Yes

No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s))

Date of Training

Location of Training

State of Mississippi

County of _____

Signed [or attested] before me on _____, 20__ by _____

Authorized Signatory official

Stamp

Signature of Notarial Officer

Title of office

My commission expires: _____

FOR OJP purposes only
This certification expires on: _____

THE EDWARD BYRNE
JUSTICE ASSISTANCE GRANT
CIVIL RIGHTS COMPLIANCE

1

THE OFFICE FOR CIVIL RIGHTS ENFORCES

- Title VI of the Civil Rights Act of 1964 (*race, color, national origin*)
- Section 504 of the Rehabilitation Act of 1973 (*disability*)
- Title II of the Americans with Disabilities Act of 1990 (*disability*)
- Age Discrimination Act of 1975 (*age*)
- Title IX of the Education Amendments of 1972 (*sex in educational programs*)
- Program Statutes (e.g. Safe Streets Act, Victims of Crime Act, JJDPJA) (*race, color, national origin, sex, religion, disability*)

2

WHO IS SUBJECT TO THESE
LAWS?

- Any "PROGRAM OR ACTIVITY" that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.

3

WHO IS SUBJECT TO THESE LAWS?

Examples:

- If a state Department of Public Safety receives federal funding and sub awards the funding to local community based organizations, all of the operations of the Department of Public Safety are covered, along with the operations of the local community based organizations.
- If a domestic violence shelter receives federal funds and uses the funds to operate particular programs, all of the activities of the shelter are covered, and not just the federally-funded programs.
- If a project of a county sheriff's department receives federal funds, the entire sheriff's department is covered, but not the other departments in the county.

4

Protected Classes

Race
Color
National Origin
Religion
Sex
Disability
Age

5

The statutes that OCR enforces prohibit discrimination in:

- Employment Practices
- and/or
- Delivery of Services

6

DISABILITY

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal funding.
- Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability and applies to public entities, whether or not they receive federal funding.

7

Under Section 504 and Title II of the ADA

Handicapped (disabled) person means any person who

- **has a physical or mental impairment which largely limits one or more major life activities**
- **has a record of such an impairment, or**
- **is regarded as having such an impairment**

8

RELIGION

Definitions

All aspects of religious practice as well as belief
42 USC 2000e(j)
 Includes sincerely held moral or religious convictions
29 CFR 1605.1

9

NATIONAL ORIGIN DISCRIMINATION

Includes discrimination on the basis of Limited English Proficiency (LEP).

↓

A Limited English Proficient (LEP) person has a first language other than English and a restricted ability to read, speak, write, or understand English.

10

TO AVOID DISCRIMINATION AGAINST LEP PERSONS, RECIPIENTS MUST

- *reasonable steps* to ensure *valuable access* to the programs, services, and information the recipients provide, *free of charge*.
- Establish and implement *policies and procedures* for language assistance services that provide LEP persons with valuable access.

11

WHAT SHOULD A WRITTEN LEP POLICY HAVE?

FIVE ELEMENTS

1. A process for identifying LEP persons who need language assistance
2. Information about the available language assistance measures
3. Training for staff
4. Notice to LEP persons
5. Monitoring and updating the LEP policy

12

LEP RESOURCES

www.lep.gov – Contains tips and tools for different types of agencies on how to comply with requirements to provide services to LEP persons.

13

Regulation

- In the event a Federal or State court or Federal or State administrative agency makes a **FINDING OF DISCRIMINATION** after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- The recipient will provide an **EQUAL EMPLOYMENT OPPORTUNITY PLAN** if required to maintain one, where the application is for **\$25,000** or more.

14

OJP'S CIVIL RIGHTS ENFORCEMENT

- **EEOPs** (Equal Employment Opportunity Plans)
- **Complaints**
- **Findings of Discrimination**
- **Compliance Reviews**

15

SUB RECIPIENT COMPLAINT PROCEDURES

- Sub recipients should have procedures in place for responding to discrimination complaints from clients, program participants, and employees. These procedures should include:
 1. Investigating the complaint internally, or forwarding the complaint to the Mississippi Department of Public Safety, the Office for Civil Rights, or another agency such as the EEOC;

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SUB RECIPIENT COMPLAINT PROCEDURES

2. Notifying DPS of any discrimination complaint that is not referred to DPS; and
 3. Notifying the petitioner that he/she may file a complaint directly with the DPS or OCR.
- Sub recipients should provide public notice of these complaint procedures, such as by posting signage in places of public contact and referencing the procedures in program materials.

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WHAT IS AN EEOP?



- Comprehensive document which analyzes:
 - an agency's workforce in comparison to its relevant labor market data
 - all agency employment practices to determine their impact on the basis of race, sex, or national origin
- A tool used to identify possible problem areas where discrimination may be occurring

18

DOES AN AGENCY HAVE TO PREPARE AN EEOP?

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDP)
- Status of Organization (*e.g.*, nonprofit)
- Amount of single award
- Number of employees

19

OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968 NONDISCRIMINATION PROVISION

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

44 U.S.C. § 10228(c)

20

**VICTIMS OF CRIME ACT OF 1984
NONDISCRIMINATION PROVISION**

No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

34 U.S.C. § 20110(e)

21

IF / THEN	Does the recipient need to submit a Certification Form to DOJ?	Does the recipient need to develop an ELOP?	Must the recipient submit an ELOP/Undertaking Report to DOJ?
Recipient is a Medical or Educational Institution Indian Tribe or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 50 employees	YES	NO	NO
None of the above	YES	YES	YES

OFFICE FOR CIVIL RIGHTS AND CRIMINAL JUSTICE PROGRAMS
U.S. DEPARTMENT OF JUSTICE

22

FOR MORE INFORMATION, PLEASE CONTACT:

OFFICE FOR CIVIL RIGHTS
OFFICE OF JUSTICE PROGRAMS
U.S. DEPARTMENT OF JUSTICE
810 7TH STREET, NW
WASHINGTON, DC 20531
TELEPHONE (202) 307-0610
TTY (202) 307-2017
ASKOCR@OJP.DSDOJ.GOV

REQUIRED TRAINING INFORMATION CAN
BE FOUND AT:
[HTTP://OJP.GOV/ABOUT/CCR/ASST/SEARCH/2013](http://OJP.GOV/ABOUT/CCR/ASST/SEARCH/2013)

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ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

****These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.**

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
 The complainant cooperates with the discrimination complaint;
 The complainant cooperates with the enforcement of a discrimination complaint;
 The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this 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.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
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 are 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 suspended, debarred, ineligible, or voluntarily excluded from participation on 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 and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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 or not more than \$100,000 for each such failure.

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 to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", 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-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: _____

Program for which Match is being certified under: _____

Grant Award # _____

The _____, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____

Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Sub-grant Contact Person

Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 10-20-2020
PAGE: 1 of 1**

SUBJECT: Approval to enter into a lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ \$350 per motorcycle per month. (Current lease for 2 motorcycles is through the end of December 2020).

Also, approval of the \$850 each, equipment transfer fee of 2 of the motorcycles.

Also, approval of the attached estimate to completely outfit the 3rd motorcycle with necessary emergency response equipment at \$7,349.60.

Also, approval of the attached estimate for the radar system with motorcycle package of \$2,262.50.

AMOUNT & SOURCE OF FUNDING: \$

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Approval to enter into a lease agreement with Harley-Davidson of Central MS for three (3) motorcycles @ \$350 per motorcycle per month. (Current lease for 2 motorcycles is through the end of December 2020).

Also, approval of the \$850 each, equipment transfer fee of 2 of the motorcycles.

Also, approval of the attached estimate to completely outfit the 3rd motorcycle with necessary emergency response equipment at \$7,349.60.

Also, approval of the attached estimate for the radar system with motorcycle package of \$2,262.50.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

To: Chain of Command

From: *D. Bowers* *S63* Officer D. Bowers

Date: 10/04/2020

Ref: New Motorcycle Information

To whom it may concern,

I am writing this letter to be included along with lease agreements for the three new motorcycles. Currently the department holds a lease for two 2019 Harley Davidson Motorcycles through the end of December 2020. As discussed, the department plans to return these two motorcycles and sign new leases for three Harley Davidson Police Motorcycles to begin in January 2021. The motorcycles that we currently have are fully outfitted with all the necessary equipment. As stated in the lease, there is a transfer fee of \$850 per vehicle to put all of our department owned equipment onto two of the new motorcycles. The third motorcycle will need to be completely outfitted with all the necessary emergency response equipment before it is patrol ready. Attached is a quote for all the emergency lighting needs, as well as a radar system for the third motorcycle. This equipment would be purchased and owned by the department, and would be installed by Harley Davidson.

MB

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

Motorcycles are naturally more dangerous to the operator than that of a patrol vehicle. For that reason, I am requesting the department purchase improved handle bars for all three motorcycles at the cost of \$126.95 each. These handle bars allow for better handling of the motorcycle by the operator. In addition, Officer Hanohano's height poses other requirements for safe riding. I am requesting a brake pedal extension for one of the motorcycles to ensure Officer Hanohano maintains proper riding position to allow his rear foot-brake to be easily accessible, at the cost of \$109.95. All safety equipment would be purchased and owned by the department and installed by Harley Davidson prior to pick up.

Thank you for your consideration in this matter.

Included are the following documents:

- Proposed motorcycle lease agreements
- Current motorcycle lease agreement
- Quote for outfitting third motorcycle with emergency lights
- Quote for radar system with motorcycle package

MB

LEASE FOR TWO
MOTORCYCLES WITH
OUR EQUIPMENT SWAPPED
OVER

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the ____ day of _____ 2020 by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

- 1. TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.
- 2. PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.
- 3. MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ 850.00 per vehicle.
- 4. MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all loses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____, 2020.

HARLEY DAVIDSON IOF CENTRAL MISSISSIPPI

By: _____

Homer Orr, Manager Police/
Fleet Sales and Leasing

Office/Lessee

By: _____

Title: _____

THIRD MOTORCYCLE LEA.
WITH COST OF INSTALLATION
INCLUDED WITH COST
OF EQUIPMENT

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the ____ day of _____ 2020, by and between Harley-Davidson of Central Mississippi. 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville _____, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. **TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.
2. **PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.
3. **MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.
4. **MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

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13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____, 20_____.

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By: _____

Homer Orr, Manager Police/
Fleet Sales and Leasing

Office/Lessee

By: _____

Title: _____

**HARLEY-DAVIDSON OF CENTRAL MS, INC.
D/B/A
HARLEY-DAVIDSON OF JACKSON
3509 I-55 SOUTH
JACKSON, MS 39212
PHONE 601-372-5770 FAX 601-372-8171**

OCT. 2, 2020

FOR: CITY OF STARKVILLE

FROM: HOMER ORR

A PRICE QUOTE FOR A TOURPAK WITH LIGHTING AND
EMERGENCY RESPONSE EQUIPMENT SIMILAR TO WHAT IS PRESENTLY USED
ON YOUR CURRENTLY LEASED MOTORCYCLES IS \$ 7,349.60.

THIS WILL INCLUDED THE INSTALLATION OF THESE PARTS AND
A RADAR SYSTEM TO BE FURNISHED BY THE CITY.

THANKS,

A handwritten signature in black ink, appearing to read "Homer Orr", written over the printed name.

HOMER ORR

RELIEVED: JANUARY 10th 2019
LEASE THROUGH JANUARY 10th 2021

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the 11th day of July 2018, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

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13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the 31st day of July, 2018.

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By: Homer Orr

Homer Orr, Manager Police/
Fleet Sales and Leasing

[Signature]
for: City of Starkville

Office/Lessee

By: D. Lynn Spruill

Title: Mayor - City of Starkville

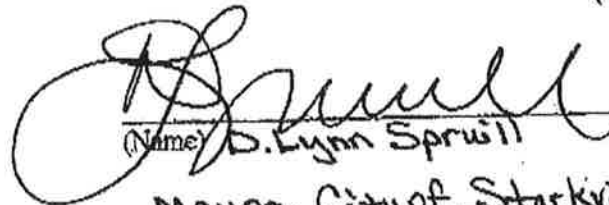
STATE OF MISSISSIPPI

COUNTY OF Oktibbeha

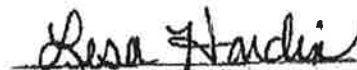
PERSONALLY APPEARED before me the undersigned authority in and for the aforesaid jurisdiction the within named Mayor who stated on his/her oath that he/she is the

Mayor of City of Starkville, and has the authority to enter
(Title) (Office/Agency/Lessee)
into the above and foregoing Motorcycle Lease Agreement on behalf of _____

City of Starkville, having been first authorized to do so.
(Office/Agency/Lessee)


(Name) D. Lynn Spruill
Mayor - City of Starkville
(Title)

SWORN TO AND SUBSCRIBED BEFORE ME this the 31st day of July
2018


NOTARY PUBLIC

MY COMMISSION EXPIRES:

August 21, 2021



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

AGENDA ITEM NO: Police
AGENDA DATE: October 20, 2020
PAGE: 1

SUBJECT: Request authorization to purchase 3 (three) complete radar systems from Stalker Radar for motorcycles at a cost of \$2,262.50 each with Harley Davidson to install for the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING: These are the recommended police issue radar systems for police motorcycles.

FISCAL NOTE: Item is considered sole source in that this is the recommended system for the motorcycles being leased. Ordering them directly from the company will result in a savings.

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval to purchase 3 (three) complete radar systems from Stalker Radar for motorcycles at a cost of \$2,262.50 each with Harley Davidson to install for the Starkville Police Department.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Shawn Walston
shawnw@a-concepts.com

QUOTE
2042874

Page 1 of 1

Date: 09/18/20

Reg Sales Mgr: Debbie Aull
214-551-5538
aull@stalkerradar.com

Effective From : 09/18/2020

Valid Through: 12/17/2020

Lead Time: 21 working days

Bill To: Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	Customer ID: 108032 Accounts Payable	Ship To: Starkville Police Dept 101 E Lampkin St Starkville, MS 39759-2944	<i>FedEx Ground</i> Officer Daylan Bowers
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	805-0011-00	Dual SL - 2 Antenna Harley Davidson Pkg	36	\$2,245.00	\$2,245.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0808-05	DUAL-SL Counting Unit		\$0.00
2	1	200-0345-00	Counting Unit/Display Short Dash Mount		\$0.00
3	1	200-0723-01	Motorcycle Waterproof Display		\$0.00
4	1	200-1082-00	Stalker Motorcycle Display Sun Shield		\$0.00
5	1	200-0720-01	Motorcycle Waterproof Remote		\$0.00
6	2	200-1237-35	Dual Ka Antenna		\$0.00
7	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
8	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
9	2	200-0525-00	Universal Cycle Antenna Mount		\$0.00
10	1	200-0726-00	Waterproof Display Mount		\$0.00
11	1	200-0727-00	Waterproof Remote Mount		\$0.00
12	1	155-2055-04	Antenna Cable, 4 Ft		\$0.00
13	1	155-2055-08	Antenna Cable, 8 Ft		\$0.00
14	1	155-2253-00	Waterproof Display/Remote Cable		\$0.00
15	1	155-2228-01	Motorcycle Power/VSS (except BMW)-2X,DSR,Dual		\$0.00
16	1	200-0750-04	VSS Divide/4 Adapter		\$0.00
17	1	155-2265-00	6" Cable, 9-Pin Dual Extension		\$0.00
18	1	062-0081-00	Dual Waterproof Remote Internal Software		\$0.00
19	1	200-0820-00	Dual Manual Kit		\$0.00
20	1	011-0112-00	Stalker Waterproof Display Manual Addendum		\$0.00
21	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
22	1	060-1000-36	36 Month Warranty		\$0.00

Group Total \$2,245.00

Product	\$2,245.00	Sub-Total:	\$2,245.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$17.50
		Total: USD	\$2,262.50

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, we will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. ***Any attempt to repair a Product on your own will void this warranty.***

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) **Miscellaneous**
 - a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPARTMENT: SES
AGENDA DATE: October 20, 2020
PAGE: 1 of 1**

SUBJECT:

Request approval to declare a 2002 Dodge Ram 1500 (VIN 1B7HC16Y815231988), a 2006 Ford F150 XL Triton (VIN 1FTRX12W36NA41549) and unrepairable waste dumpsters surplus and advertise for sale.

AMOUNT & SOURCE OF FUNDING: NA

**REQUESTING
DEPARTMENT: SES**

**DIRECTOR'S
AUTHORIZATION: Calvin Ware**

FOR MORE INFORMATION CONTACT: Calvin Ware, 662-617-2912

STAFF RECOMMENDATION:

The following items 2002 Dodge Ram 1500: (VIN-1B7HC16Y815231988), a 2006 Ford F150 XI Triton: (VIN 1FTRX12W36NA41549) and unrepairable waste dumpsters are no longer useful for various reasons. It is recommended that the City advertise these items for sale to recover whatever cash value remain.

SUGGESTED MOTION:

Environmental Services Vehicle Surplus List 2020

<i>Vehicles</i>	<i>Make</i>	<i>Model</i>	<i>VIN Number</i>
2006 Ford F150 XI Triton	FORD	F250	1FTRX12W36NA41549
2002 Dodge Ram 1500	Dodge	RAM 1500	1B7HC16Y815231988

Calvin Ware
Calvin Ware, SES Director

10-9-2020
Date



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

**AGENDA October 20, 2020
PAGE: 1**

SUBJECT: Request authorization to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of \$27,911.64 for the repair of the Electric Division 2010 Altec Mini Derrick Digger.

AMOUNT & SOURCE OF FUNDING:

Bids Received: 2	Altec- Birmingham	\$27,911.64
	Altec – Jacksonville	\$28,438.39

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Altec Service Center of Birmingham in the amount of \$27,911.64 for the repair of the Electric Division 2010 Altec Mini Derrick Digger.

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Customer				Service Request	
Estimate #	466115			Service Request #	4150001
Customer	CITY OF STARKVILLE (MS)			Unit Information	
Account #	28782	Payment Terms	NET 30	Customer Vehicle #	39
Contact	DAVID LEAL			Model	DB37
Email				Chassis VIN #	5JWTU1828A1033847
Phone		Fax		Mileage	
Mobile				Unit Serial #	0510ET0174
Altec Representative				Assy Serial #(FA)	090-15726889
Contact	Jason Jenks			In-Service Date	02-Aug-2010
Email	jason.jenks@altec.com				
Phone	205-307-2021	Fax	205-241-3212		

This Estimate Expires: 30-OCT-2020

Notes:

DUE TO UNIT BEING INVOLVED IN AN INCIDENT, THIS ESTIMATE IS TO PERFORM A 1 YEAR PREVENTATIVE MAINTENANCE INSPECTION PER ANSI A92.2, SECTION 8.2.4 AND 8.2.5, PERFORM DIELECTRIC TEST, PERFORM CYLINDER LOAD HOLDING TESTS, PERFORM ROTATION BEARING ROTATE TEST, PERFORM ROTATION GEARBOX ROTATE TEST AND PERFORM STRUCTURAL LOAD TEST.

THE INSPECTIONS AND TESTING OF COMPONENTS MAY NOT INDICATE DAMAGE AND COULD AFFECT THE SERVICE LIFE. NO FURTHER MANUFACTURE WARRANTY WILL BE GIVEN ON LISTED COMPONENTS AND ALL LISTED COMPONENTS MAY BE REPLACED AT THE CUSTOMER'S DISCRETION.

UPON COMPLETION OF ALL INSPECTIONS, ALL DEFICIENCIES WILL BE RESUBMITTED FOR APPROVAL. A SUPPLEMENTAL ESTIMATE WILL BE PROVIDED IF ADDITIONAL REPAIRS ARE FOUND TO BE NEEDED.

IF THERE IS PERSONAL INJURY, ALTEC MUST MAKE PARTS AVAILABLE FOR RETURN TO THE CUSTOMER FOR EVIDENTIARY OR CLAIMS PURPOSES. IF THE CUSTOMER CHOOSES NOT TO CLAIM THE DAMAGED PARTS, THEY WILL BE SUBJECT TO DISPOSAL. A SIGNED LETTER OF ACKNOWLEDGEMENT IS REQUIRED IF PARTS ARE NOT TO BE RETURNED TO THE CUSTOMER.

Item	Description	Hours	Labor	Material	Expenses	Total
1	~INITIAL INCIDENT EVALUATION	1.00	\$118.00	\$0.00	\$0.00	\$118.00
2	~PERFORM 1 YEAR PM INSPECTION PER ANSI 92.2 2009 SECTION 8.2.5 PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES	--	\$820.00	\$78.35	\$0.00	\$898.35
3	~REPLACE ROTATION BEARING CAPSCREW REPLACEMENT PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES	5.00	\$590.00	\$248.20	\$0.00	\$838.20
4	~PERFORM ROTATION BEARING ROTATE TEST (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED) (PER STWI-0012)	2.00	\$231.00	\$0.00	\$0.00	\$231.00
5	~PERFORM STRUCTURAL LOAD TEST PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED)	1.50	\$177.00	\$0.00	\$0.00	\$177.00
6	~PERFORM ROTATION GEARBOX ROTATE TEST (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED) (PER STWI-0012)	2.00	\$231.00	\$0.00	\$0.00	\$231.00
7	~PERFORM CYLINDER LOAD HOLD TEST PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED) (PER STWI-0012 OR STWI-0013)	1.00	\$118.00	\$0.00	\$0.00	\$118.00

8	~PERFORM UNIT DIELECTRIC TEST; CAT B/C; BOOM & LINER & ISO GRIP (WHEN APPLICABLE) (PRICE DISCOUNTED, DONE W/PM) PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES	--	\$200.00	\$0.00	\$0.00	\$200.00
9	REPLACE DAMAGED POLE GUIDE TONGS	1.50	\$177.00	\$661.88	\$0.00	\$838.88
10	REPLACE BOTH DAMAGED PINS AT BOOM TIP	0.50	\$59.00	\$75.66	\$0.00	\$134.66
11	REPAIR DAMAGED BOOM TIP HOSE CARRIER WELDMENT	4.00	\$472.00	\$0.00	\$0.00	\$472.00
12	REPLACE DAMAGED FIBERGLASS HOSE CARRIER AND MOUNTING WELDMENT	5.00	\$590.00	\$582.34	\$0.00	\$1,172.34
13	REPLACE BOTH DAMAGED TOP HOSE CARRIER STEEL TUBES	3.00	\$354.00	\$328.28	\$0.00	\$682.28
14	REPLACE DAMAGED HYDRAULIC TUBE BEARING AND BEARING BLOCK AT LOWER BOOM TIP	2.00	\$236.00	\$109.40	\$0.00	\$345.40
15	~REPLACE MISSING QUICK DISCONNECTS DUST COVERS AT UPPER TOOLS	1.00	\$118.00	\$15.91	\$0.00	\$133.91
16	REPLACE DAMAGED SIDE COVER FOR LOWER BOOM HOSE CARRIER	1.00	\$118.00	\$649.80	\$0.00	\$767.80
17	REPLACE DAMAGED MOUNTING TABS FOR LOWER CONTROL VALVE SIDE COVER AT TURNTABLE	4.00	\$472.00	\$2.08	\$0.00	\$474.08
18	REPLACE DAMAGED WORK LIGHT ON CURBSIDE	1.00	\$118.00	\$132.14	\$0.00	\$250.14
19	REPAIR FIBERGLASS/GELCOAT DAMAGE ON UPPER BOOM EXTENSION	4.00	\$472.00	\$72.93	\$0.00	\$544.93
20	REPLACE DAMAGED BRACKET AND FASTENERS FOR AUGER WIND-UP SLING	2.50	\$295.00	\$47.38	\$0.00	\$342.38
21	REPLACE DAMAGED MOUNTING BRACKET FOR WORK LIGHT	0.75	\$88.50	\$57.24	\$0.00	\$145.74
22	REPLACE DAMAGED INCLINOMETER ON REAR OF LOWER BOOM	0.75	\$88.50	\$27.98	\$0.00	\$116.48
23	REPLACE DAMAGED "D" RING FOR FRONT LOWER BOOM TIE-DOWN ON STREETSIDE	3.00	\$354.00	\$18.34	\$0.00	\$372.34
24	REPLACE DAMAGED HYDRAULIC HOSES FOR AUGER IN HOSE CARRIER	3.00	\$354.00	\$532.42	\$0.00	\$886.42
25	REPLACE DAMAGED HYDRAULIC HOSES FOR POLE GUIDE IN HOSE CARRIER	2.00	\$236.00	\$208.86	\$0.00	\$444.86
26	REPLACE LEAKING LOWER CONTROL PULSAR	1.00	\$118.00	\$214.01	\$0.00	\$332.01
27	REPLACE DAMAGED BATTERY BOX (STRAP INCLUDED)	0.50	\$59.00	\$33.67	\$0.00	\$92.67
28	REPLACE DAMAGED REMOTE BATTERY CHARGER	1.00	\$118.00	\$594.22	\$0.00	\$712.22
29	REPLACE DAMAGED TRACK CONTROLLER	1.00	\$118.00	\$5,796.78	\$0.00	\$5,914.78
30	REPLACE DAMAGED DIESEL FUEL CAP	0.25	\$29.50	\$81.09	\$0.00	\$110.59
31	REPAIR HYDRAULIC LEAK AT LOWER TOOL COUPLERS	2.00	\$236.00	\$0.00	\$0.00	\$236.00
32	REPLACE DAMAGED SPRING ON TRAILER LIFT GATE	2.00	\$236.00	\$0.00	\$37.50	\$273.50
33	REPLACE DAMAGED EXPANDED METAL ON BOTH TRAILER LIFT GATES	3.00	\$354.00	\$0.00	\$166.50	\$520.50
34	REPLACE DAMAGED JIB STORAGE BRACKET ON TRAILER	2.00	\$236.00	\$152.29	\$0.00	\$388.29
35	REPLACE DAMAGED PLATFORM BRAKE COVER	0.75	\$88.50	\$130.74	\$0.00	\$219.24
36	REPAIR DAMAGED PLATFORM STORAGE BRACKET ON TRAILER	1.50	\$177.00	\$0.00	\$0.00	\$177.00
37	REPAIR BROKEN WELD AT CROSS CHANNEL ON FRONT OF TRAILER	8.00	\$944.00	\$0.00	\$0.00	\$944.00
38	REPLACE DAMAGED HYDRAULIC PRESSURE GAUGE	2.00	\$236.00	\$104.99	\$0.00	\$340.99
39	REPLACE MISSING RETAINING PIN FROM BOTTOM SHEAVE AT BOOM TIP	0.25	\$29.50	\$118.24	\$0.00	\$147.74
40	REPLACE BOTH DAMAGED QUICK DISCONNECT COUPLERS FOR AUGER HOSES AT BOOM TIP	1.00	\$118.00	\$234.24	\$0.00	\$352.24
41	REPLACE LEAKING FITTING AT POLE GUIDE CLAMP CYLINDER	1.00	\$118.00	\$0.00	\$0.00	\$118.00

42	REPLACE (2) MISSING FASTENERS AT BOTTOM OF ENGINE ACCESS COVER	1.00	\$118.00	\$1.44	\$0.00	\$119.44
43	~OPERATIONAL TEST UNIT AFTER REPAIR ARE MADE	0.50	\$59.00	\$0.00	\$0.00	\$59.00
44	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEE	0.00	\$0.00	\$0.00	\$385.00	\$385.00
45	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$1,781.46	\$1,781.46
46	REPLACE DAMAGED ROTATION GEARBOX	2.00	\$236.00	\$2,105.78	\$0.00	\$2,341.78
47	REPLACE INOP PULSARS FOR SIDE LOAD	1.00	\$118.00	\$449.24	\$0.00	\$567.24
48	REPLACE INOP DRIVER BOARD	1.50	\$177.00	\$1,191.51	\$0.00	\$1,368.51
Totals		84.75	\$11,010.50	\$15,057.43	\$2,370.46	\$28,438.39

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

****Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:		P.O.	Date:
Signature:			Would you like to keep salvageable parts removed from the unit?
			Yes No

Altec Service Group Limited Warranty

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.

Customer				Service Request	
Estimate #	466252			Service Request #	4151122
Customer	CITY OF STARKVILLE (MS)			Unit Information	
Account #	28782	Payment Terms	NET 30	Customer Vehicle #	39
Contact	DAVID LEAL			Model	DB37
Email				Chassis VIN #	5JWTU1828A1033847
Phone		Fax		Mileage	
Mobile				Unit Serial #	0510ET0174
Altec Representative				Assy Serial #(FA)	090-15726889
Contact	Christopher Phillips			In-Service Date	02-Aug-2010
Email	Chris.Phillips@altec.com				
Phone	205-458-2518	Fax	205-241-3212		

This Estimate Expires: 31-OCT-2020

Notes:

DUE TO UNIT BEING INVOLVED IN AN INCIDENT, THIS ESTIMATE IS TO PERFORM A 1 YEAR PREVENTATIVE MAINTENANCE INSPECTION PER ANSI A92.2, SECTION 8.2.4 AND 8.2.5, PERFORM DIELECTRIC TEST, PERFORM CYLINDER LOAD HOLDING TESTS, PERFORM ROTATION BEARING ROTATE TEST, PERFORM ROTATION GEARBOX ROTATE TEST AND PERFORM STRUCTURAL LOAD TEST.

THE INSPECTIONS AND TESTING OF COMPONENTS MAY NOT INDICATE DAMAGE AND COULD AFFECT THE SERVICE LIFE. NO FURTHER MANUFACTURE WARRANTY WILL BE GIVEN ON LISTED COMPONENTS AND ALL LISTED COMPONENTS MAY BE REPLACED AT THE CUSTOMER'S DISCRETION.

UPON COMPLETION OF ALL INSPECTIONS, ALL DEFICIENCIES WILL BE RESUBMITTED FOR APPROVAL. A SUPPLEMENTAL ESTIMATE WILL BE PROVIDED IF ADDITIONAL REPAIRS ARE FOUND TO BE NEEDED.

IF THERE IS PERSONAL INJURY, ALTEC MUST MAKE PARTS AVAILABLE FOR RETURN TO THE CUSTOMER FOR EVIDENTIARY OR CLAIMS PURPOSES. IF THE CUSTOMER CHOOSES NOT TO CLAIM THE DAMAGED PARTS, THEY WILL BE SUBJECT TO DISPOSAL. A SIGNED LETTER OF ACKNOWLEDGEMENT IS REQUIRED IF PARTS ARE NOT TO BE RETURNED TO THE CUSTOMER.

Item	Description	Hours	Labor	Material	Expenses	Total
1	~INITIAL INCIDENT EVALUATION	2.00	\$226.00	\$0.00	\$0.00	\$226.00
2	~PERFORM 1 YEAR PM INSPECTION PER ANSI 92.2 2009 SECTION 8.2.5 PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES	--	\$820.00	\$78.35	\$0.00	\$898.35
3	~REPLACE ROTATION BEARING CAPSCREW REPLACEMENT PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES	5.00	\$565.00	\$248.20	\$0.00	\$813.20
4	~PERFORM ROTATION BEARING ROTATE TEST (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED) (PER STWI-0012)	1.00	\$113.00	\$0.00	\$0.00	\$113.00
5	~PERFORM STRUCTURAL LOAD TEST PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED)	1.50	\$169.50	\$0.00	\$0.00	\$169.50
6	~PERFORM ROTATION GEARBOX ROTATE TEST (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED) (PER STWI-0012)	1.00	\$113.00	\$0.00	\$0.00	\$113.00
7	~PERFORM CYLINDER LOAD HOLD TEST PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES (ADVISE IF ADDITIONAL REPAIRS ARE NEEDED) (PER STWI-0012 OR STWI-0013)	1.00	\$113.00	\$0.00	\$0.00	\$113.00

8	~PERFORM UNIT DIELECTRIC TEST; CAT B/C; BOOM & LINER & ISO GRIP (WHEN APPLICABLE) (PRICE DISCOUNTED, DONE W/PM) PER ALTEC'S MAJOR UNIT DAMAGE GUIDELINES	--	\$200.00	\$0.00	\$0.00	\$200.00
9	REPLACE DAMAGED POLE GUIDE TONGS	1.50	\$169.50	\$661.88	\$0.00	\$831.38
10	REPLACE BOTH DAMAGED PINS AT BOOM TIP	0.50	\$56.50	\$75.66	\$0.00	\$132.16
11	REPAIR DAMAGED BOOM TIP HOSE CARRIER WELDMENT	4.00	\$452.00	\$0.00	\$0.00	\$452.00
12	REPLACE DAMAGED FIBERGLASS HOSE CARRIER AND MOUNTING WELDMENT	5.00	\$565.00	\$582.34	\$0.00	\$1,147.34
13	REPLACE BOTH DAMAGED TOP HOSE CARRIER STEEL TUBES	3.00	\$339.00	\$328.28	\$0.00	\$667.28
14	REPLACE DAMAGED HYDRAULIC TUBE BEARING AND BEARING BLOCK AT LOWER BOOM TIP	2.00	\$226.00	\$109.40	\$0.00	\$335.40
15	~REPLACE MISSING QUICK DISCONNECTS DUST COVERS AT UPPER TOOLS	1.00	\$113.00	\$15.91	\$0.00	\$128.91
16	REPLACE DAMAGED SIDE COVER FOR LOWER BOOM HOSE CARRIER	1.00	\$113.00	\$649.80	\$0.00	\$762.80
17	REPLACE DAMAGED MOUNTING TABS FOR LOWER CONTROL VALVE SIDE COVER AT TURNTABLE	4.00	\$452.00	\$2.08	\$0.00	\$454.08
18	REPLACE DAMAGED WORK LIGHT ON CURBSIDE	1.00	\$113.00	\$132.14	\$0.00	\$245.14
19	REPAIR FIBERGLASS/GELCOAT DAMAGE ON UPPER BOOM EXTENSION	4.00	\$452.00	\$72.93	\$0.00	\$524.93
20	REPLACE DAMAGED BRACKET AND FASTENERS FOR AUGER WIND-UP SLING	2.50	\$282.50	\$47.38	\$0.00	\$329.88
21	REPLACE DAMAGED MOUNTING BRACKET FOR WORK LIGHT	0.75	\$84.75	\$57.24	\$0.00	\$141.99
22	REPLACE DAMAGED INCLINOMETER ON REAR OF LOWER BOOM	0.75	\$84.75	\$27.98	\$0.00	\$112.73
23	REPLACE DAMAGED "D" RING FOR FRONT LOWER BOOM TIE-DOWN ON STREETSIDE	3.00	\$339.00	\$18.34	\$0.00	\$357.34
24	REPLACE DAMAGED HYDRAULIC HOSES FOR AUGER IN HOSE CARRIER	3.00	\$339.00	\$532.42	\$0.00	\$871.42
25	REPLACE DAMAGED HYDRAULIC HOSES FOR POLE GUIDE IN HOSE CARRIER	2.00	\$226.00	\$208.86	\$0.00	\$434.86
26	REPLACE LEAKING LOWER CONTROL PULSAR	1.00	\$113.00	\$214.01	\$0.00	\$327.01
27	REPLACE DAMAGED BATTERY BOX (STRAP INCLUDED)	0.50	\$56.50	\$33.67	\$0.00	\$90.17
28	REPLACE DAMAGED REMOTE BATTERY CHARGER	1.00	\$113.00	\$594.22	\$0.00	\$707.22
29	REPLACE DAMAGED TRACK CONTROLLER	1.00	\$113.00	\$5,796.78	\$0.00	\$5,909.78
30	REPLACE DAMAGED DIESEL FUEL CAP	0.25	\$28.25	\$81.09	\$0.00	\$109.34
31	REPAIR HYDRAULIC LEAK AT LOWER TOOL COUPLERS	2.00	\$226.00	\$0.00	\$0.00	\$226.00
32	REPLACE DAMAGED SPRING ON TRAILER LIFT GATE	2.00	\$226.00	\$0.00	\$37.50	\$263.50
33	REPLACE DAMAGED EXPANDED METAL ON BOTH TRAILER LIFT GATES	3.00	\$339.00	\$0.00	\$166.50	\$505.50
34	REPLACE DAMAGED JIB STORAGE BRACKET ON TRAILER	2.00	\$226.00	\$152.29	\$0.00	\$378.29
35	REPLACE DAMAGED PLATFORM BRAKE COVER	0.75	\$84.75	\$130.74	\$0.00	\$215.49
36	REPAIR DAMAGED PLATFORM STORAGE BRACKET ON TRAILER	1.50	\$169.50	\$0.00	\$0.00	\$169.50
37	REPAIR BROKEN WELD AT CROSS CHANNEL ON FRONT OF TRAILER	8.00	\$904.00	\$0.00	\$0.00	\$904.00
38	REPLACE DAMAGED HYDRAULIC PRESSURE GAUGE	2.00	\$226.00	\$104.99	\$0.00	\$330.99
39	REPLACE MISSING RETAINING PIN FROM BOTTOM SHEAVE AT BOOM TIP	0.25	\$28.25	\$118.24	\$0.00	\$146.49
40	REPLACE BOTH DAMAGED QUICK DISCONNECT COUPLERS FOR AUGER HOSES AT BOOM TIP	1.00	\$113.00	\$234.24	\$0.00	\$347.24
41	REPLACE LEAKING FITTING AT POLE GUIDE CLAMP CYLINDER	1.00	\$113.00	\$0.00	\$0.00	\$113.00

42	REPLACE (2) MISSING FASTENERS AT BOTTOM OF ENGINE ACCESS COVER	1.00	\$113.00	\$1.44	\$0.00	\$114.44
43	~OPERATIONAL TEST UNIT AFTER REPAIR ARE MADE	0.50	\$56.50	\$0.00	\$0.00	\$56.50
44	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEE	0.00	\$0.00	\$0.00	\$385.00	\$385.00
45	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$1,781.46	\$1,781.46
46	REPLACE DAMAGED ROTATION GEARBOX	2.00	\$226.00	\$2,105.78	\$0.00	\$2,331.78
47	REPLACE INOP PULSARS FOR SIDE LOAD	1.00	\$113.00	\$449.24	\$0.00	\$562.24
48	REPLACE INOP DRIVER BOARD	1.50	\$169.50	\$1,191.51	\$0.00	\$1,361.01
Totals		83.75	\$10,483.75	\$15,057.43	\$2,370.46	\$27,911.64

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

****Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:		P.O.	Date:
Signature:			Would you like to keep salvageable parts removed from the unit?
			Yes No

Altec Service Group Limited Warranty

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.



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

**AGENDA October 20, 2020
PAGE: 1**

SUBJECT: Request authorization to accept the lowest and best quote from Vacuum Trucks Sales and Service, LLC in the amount of \$33,120.00 for a T66 camera tractor and Orion Zoom camera head for the Water Division.

AMOUNT & SOURCE OF FUNDING:

Bids Received: 2	Vacuum Trucks Sales	\$33,120.00
	RapidView	\$36,070.00

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 to accept the lowest and best quote from Vacuum Trucks Sales and Service, LLC in the amount of \$33,120.00 for a T66 camera tractor and Orion Zoom camera head for the Water Division

**VACUUM
TRUCK
SALES & SERVICE**

5423 Kauloosa Ave Tuscaloosa, AL 35405
Ph:205-277-6190

Customer: City of Starkville Sewer and Water

Address:

Attention:	Vincent McKenzie
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Phone:	662-722-0459
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E-mail: vmckenzie@starkvilleutilities.com

Quote ID: 20200827-0757

Salesman:	Mike Baucom, 205-531-1408, mbaucom@vtsales.net
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[illegible]



RapidView, LLC
1828 W Olson Rd
Rochester, IN 46974
(800) 656-4225
www.RapidView.com

Quotation

#23349

10/2/2020

Bill To**Ship To****TOTAL**

Vacuum Truck Sales & Service
PO Box 180789
Richland MS 39218
United States

City of Starkville, MS
101 Lampkin St
Starkville MS 39759
United States

\$36,070.00

Expires: 11/1/2020

Memo**Sales Rep**

10/2- City of Starkville, MS- Additional Equip

Notz, Richard M

Qty	Item #	Condition	Rate	Amount
1	V0494018 ORION Zoom PAN & TILT CAMERA * Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines * May be used on tractor or pushrod * Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * New wide angle of view = 90° * High resolution and superior picture quality * Laser diameter, deformation, defect and object measurement (third party software required - not included)	New		
1	V9052012 T66.1 Camera Tractor * For camera operation in pipelines 4" and larger * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Incl. test adapter, tool set and lowering claw. * Includes 4", 6" and 8" wheelsets * REQUIRES New 1.1, 2.1 or 5.1 Camera Connection (Sold Separately)	New		
1	905244501 Camera Connection Type 5.1 (HD) for T66.1HD Tractor with NON-HD Camera * Manually elevating lift to raise camera to center of 24" pipe * For connection of NON-HD Camera to T66.1HD tractor	New		

Subtotal		\$36,070.00
Tax (0%)		\$0.00
Total		\$36,070.00

Prices above do not include shipping, packaging, or handling unless specifically noted. Quotation are valid 30 days from the date of the quotation unless noted above. All prices are subject to change. Delivery times vary. If you have any questions concerning this quotation, please contact your sales representative for clarifications. [Terms & Conditions \(click to follow link\)](#)



Signature

Date

Purchase Order #



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

AGENDA ITEM NO:
AGENDA DATE: October 20, 2020
PAGE: 1

SUBJECT: Request authorization to declare the following Water Division inventory as surplus property, advertise for sale, and sell to the highest bidder on govdeals.com:

- 1- Marathon Electric Motor 75hp, new
- 5 -Marathon Electric Motors 75hp, used taken out of service
- 1-Siemens Electric Motor 75hp, used taken out of service
- 1- Browning Gearbox Part # 415SMTP15B, used taken out of service
- 6- Browning Gearboxes Part # 415SMT25, used taken out of service
- 1- John Deere LX279 Riding Mower, used taken out of service.
- 1 - Spanco 2 Ton Tripod, used taken out of service.
- 1- Norwalk 2 Ton Chain Fall, used taken out of service
- 5- 5VX900 Belts, new

AMOUNT & SOURCE OF FUNDING: 2020 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to declare the above mentioned Water Division inventory as surplus property, advertise for sale, and sell to the highest bidder on govdeals.com.